



BILL TO: COYOTE LOGISTICS LLC 2545 W. DIVERSEY AVENUE CHICAGO, IL 60647 INVOICE DATE: 12/15/2024 INVOICE #: R69670 TERMS: NET 30 DUE DATE: 01/15/2025

DATE	CUSTOMER REF#	ORIGIN - DESTINATION	QUANTITY	RATE	AMOUNT
12/15/2024		2400 Orange Ave Rm 30, Cleveland, OH 44101 - 17500 Oakwood Blvd, Allen Park, MI 48101			
		Freight Income	1	\$900.00	\$900.00

TOTAL

\$900.00

PLEASE NOTE

The right to payment under this invoice has been assigned to Compass payment Solutions LLC (CFS) and all payments hereunder are to be directed to the assignee at the address noted below. Remittances to other than CFS do not constitute payment of this invoice. CFS must be given notification of any claims, agreements or merchandise returns which would affect the payment of all or part of this Invoice on the due date. COMPASS FUNDING SOLUTIONS LLC P.O.BOX 205154 DALLAS, TX 75320-5154

Tel: 844-899-8092



# Rate Confirmation <sup>Sec</sup> Load 32568802 <sup>96</sup>

Send invoices to: CarrierInvoices@coyote.com 960 Northpoint Parkway Suite 150 Alpharetta, GA 30005

# 877-6COYOTE (877-626-9683)

Cust Requirements		Booked By	Get C	CoyoteGO	Today!
Equipment	Van, 53'	Jared Soderholm	Dispatch		
Pre Cooled Temp	None	Jared.Soderholm@coyote.com	<ul> <li>Send updates</li> </ul>		able for An- or iPhone,
Load Temp	None	Phone: +1 (773) 365 6497 x2228	 <ul> <li>Check in</li> </ul>	at App Stor	
Tarps	Undefined		Submit paperwo	ork Goog	gle Play
Value	\$100,000	Fax: +1 (773) 365 7804			

# Load Requirements

Tech Tracking Required Seal

## **Equipment Requirements**

12 Load Straps E–Track

## Notes

All Van/Container loads MUST be sealed at origin either by shipper or driver with a seal number noted on bill of lading. The driver is responsible for re-sealing the trailer after each pickup/drop on a multi-stop shipment. In the event a shipment that was sealed at origin or after each additional pickup/drop arrives at the destination with a tampered seal or without the seal intact then (i) the Carrier shall be liable for any shortage or damage claims with respect to such shipment and (ii) the shipper shall have the right, in its sole discretion, to deem the entire shipment damaged, adulterated/contaminated and unsalvageable, without the need for any inspection and the Carrier shall be liable for the full value of the shipment. Carrier is required to weigh shipment within 50 miles of departing each shipper. If carrier fails to weigh shipment within 50 miles of departing each shipper. If carrier fails to weigh shipment within 50 miles of departing each shipper requirements at the facility. All drivers must wear masks or facial coverings to the extent required by laws or facilities. **Carrier must be in full compliance with the Food Safety Modernization Act (FSMA), if applicable. By accepting the shipment, Carrier agrees that the driver has consented to receiving text messages and/or phone calls from or on behalf of Coyote.** 

Approval for payment of detention is contingent upon the following eligibility requirements:

- 1) Carrier must report facility departure time and total detention hours within 24 hours of shipment delivery at the final facility.
- 2) Carrier must provide proof of the on time arrival and departure times in the form of a BOL or other shipping document with arrival and departure times notated by facility within 24 hours of shipment delivery at final facility.

# **Route Directions**

Carrier acknowledges that any routing instructions from the shipper herein are being provided for convenience only, and the Carrier may choose the route.

# Signature Line

By signing below, ROYAL3 INC agrees to the terms and conditions set forth below and provided herewith, if any.



# **Rate Confirmation**

# Stop 1: Pick Up

Pick Up 46039599; 002C3; Numbers D8674 Confirmation None Numbers Facility Usps Cleveland Oh P & Dc Address 2400 Orange Ave Rm 30 Cleveland, OH 44101 Contact USPSCLV Phone +1 (216) 443 4255 x54260	Appointment Schedu Sun 12/15/2024 at 08:00 Driver Work No Touch SLIC N/A	led For	<ul> <li>Facility Notes</li> <li>USPS Go Anywhere <ul> <li>Team/Driver must arrive fresh on hours, full fuel tank, &amp; check-in with USPS dispatch office upon arrival.</li> <li>Team required on trips over 500 miles</li> <li>Drivers must deliver straight through.</li> <li>All issues or delays in transit must be communicated to Coyote in real-time as they occur.</li> <li>GPS Tracking Required - \$100 Fine.</li> <li>Drivers must arrive together</li> <li>\$350 Fine for late delivery.</li> </ul> </li> <li>Coyote Communication Preferences <ul> <li>Email – USPSGA@coyote.com</li> <li>Phone - 1-877-626-9683</li> <li>Use of Coyote Go app</li> </ul> </li> </ul>
Stop 1 Requirements			
Commodity	Load On	Exp Wt	Pieces
Misc.	Pallets	30,000 Lt	os 60
Stop 2: Delivery Delivery 599507_TOPS_2_2 Numbers Confirmation None Numbers Facility USPS Shipping Dock Address 17500 Oakwood Blvd Allen Park, MI 48101 Contact Jeff Joseph Phone +1 (313) 337 2282	Appointment Schedu Sun 12/15/2024 at 12:24 Driver Work No Touch SLIC N/A	led For	Facility Notes In- Transit Requirements - Drivers must deliver straight through. - All issues or delays in transit must be communicated to Coyote in real-time as they occur. Coyote Communication Preferences 1. Email – USPSGA@coyote.com 2. Phone - 1-877-626-9683 3. Use of Coyote Go app
Stop 2 Requirements			
Commodity	Load On	Exp Wt	Pieces
Misc.	Pallets	30,000 Lt	os 60
Charges		Contact	
Description Units Pe	er Amount	Send invoices to:	Please contact Coyote
[Load Number - 32568802] [Carrier Legal Name - ZIGI FREIGHT INC] [Carrier USDOT - 2828543]			Page 2 of 4

960	\$66.78	\$0.420	159.00	
Suite Alph	\$833.22	\$833.220	1.00	

**Rate Confirmation** 

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#### USD \$900.00

\$66.78 **960 Northpoint Parkway** Suite 150 Alpharetta, GA 30005 at 877-626-9683 if the charges are incorrect.

Agreement

Carrier ZIGI FREIGHT INC USDOT 2828543 Phone +1 (111) 111 1111 Email asta@royal3inc.com Fax None Broker Coyote Logistics, LLC Rep Jared Soderholm Title Sales Rep Phone +1 (773) 365 6497 x2228 Fax +1 (773) 365 7804 Date 12/15/2024 08:21

By signing below, ROYAL3 INC agrees to the terms and conditions set forth below and provided herewith, if any.

Name and Title (Print)

Signature

Date

# PLEASE SIGN THIS AGREEMENT AND EMAIL TO Jared.Soderholm@coyote.com

Coyote Logistics, LLC is an Equal Opportunity Employer



Flat Rate

Total

**Fuel Surcharge** 

# Load 32568802



**Rate Confirmation** 

# **Terms and Conditions**

The Broker-Carrier Agreement or Carrier Agreement (in each case, the "Agreement") between Coyote Logistics, LLC, a Licensed Property Broker - USDOT # 2236410, and ROYAL3 INC is amended by the verbal agreement between Jared Soderholm of Coyote Logistics, LLC hereafter referred to as BROKER, and Asta Mijac of ROYAL3 INC hereafter referred to as CARRIER, dated 12/15/2024.

This confirmation is subject to the terms of the Agreement and this document constitutes an amendment thereto. If the CARRIER has not signed the Agreement, then the rate shown above is the agreed individually negotiated rate and no other rate shall apply including any carrier tariff rate or terms.

THIS LOAD SHALL NOT BE DOUBLE BROKERED. No additional charges not listed above may be added by the CARRIER. Any additional charges must appear on a revised confirmation sheet signed by the BROKER. CARRIER must include signed copy of the shipper's bill of lading and any other proof of delivery with invoice to BROKER. Rates, except as specifically designated above, are inclusive of any fuel surcharge. CARRIER certifies that it is in compliance with all requirements of the California Air Resources Board (CARB) that are applicable to the scope of CARRIER's operations, including, but not limited to: Statewide Truck and Bus Regulations, Transport Refrigeration Unit (TRU) Regulations, Tractor-Trailer Greenhouse (GHG) Gas Regulations, and Drayage Truck Regulations. CARRIER also warrants that it is in compliance with any comparable requirements of the Environmental Protection Agency (EPA) and other states, where applicable. CARRIER shall be responsible for any fines imposed on BROKER and/or shipper resulting from noncompliance.

CARRIER hereby confirms that it maintains applicable and valid insurance without exclusions that would prevent coverage for the items listed above. CARRIER has at least \$100,000.00 in cargo insurance and \$1,000,000.00 in automobile liability coverage. CARRIER further confirms that in transporting the shipment described hereinabove, it will comply with all U.S. DOT and FDA regulations applicable to its operations while transporting said shipment, including, but not limited to drivers' hours of service, and the Food Safety Modernization Act (FSMA), if applicable. CARRIER agrees to the attached requirements from the shipper, if any.

#### ALL LOADS ARE SUBJECT TO ELECTRONIC TRACKING

By accepting this shipment, CARRIER agrees that it has obtained a written agreement from each driver transporting a shipment tendered by BROKER to CARRIER pursuant to the Agreement in which each driver provides all necessary consents to (i) receiving text messages and/or phone calls from or on behalf of BROKER and (ii) allowing BROKER or its vendor to track such driver's location while transporting such shipment. CARRIER shall comply with all applicable laws relating to the collection, use, storage, retention, disclosure, and disposal of any information CARRIER provides to BROKER, including information regarding the drivers transporting shipments. CARRIER shall indemnify, defend, and hold BROKER and its affiliates harmless from and against any and all claims, damages, liabilities, losses, actions and expenses (including attorneys' fees) arising out of or in connection with CARRIER's breach of this Section. This Section shall survive the expiration or termination of the Agreement between BROKER and CARRIER.

## Operating Parameters United States Postal Service (USPS)

Carrier ("supplier") shall adhere to the following customer requirements: By picking up the shipment set forth in this Rate Confirmation for transportation, the Carrier identified herein ("supplier") shall be deemed to have agreed to the requirements set forth below, regardless of whether this Rate Confirmation has been signed by the Carrier. Carrier shall adhere to the following customer requirements:

#### B.1 SERVICE REQUIREMENTS

#### B.1.1 Service Requirements

The driver(s) must report with at least 10 hours of drive time remaining in the workday. Team drivers must be provided for long distance trips 500+ miles.

#### Special Rates:

Drivers must ensure they are issued a signed PS Form 5397 for all trips departing the facility for pay purposes. This includes a signature, date and time at all enroute stops and final destination.

#### **B.3.k KEY PERFORMANCE METRICS**

Timely supplier performance, according to the applicable schedule, is of great importance to the Postal Service. The Postal Service will monitor and maintain records of supplier on-time performance throughout the duration of the services.

Both on-time performance and timely supplier responses to Contracting Officer communications are essential to maintaining Postal Service operations.

The supplier may be required to load and unload as outlined below:

- a. Sufficient time for loading and unloading at intermediate office(s) is included in the en route schedule.
- b. At offices where postal personnel are on duty, supplier will inquire prior to departure to determine if all mail has been tendered.
- c. Supplier will be required to drop trailers upon arrival at destinations as directed by a postal official. Supplier will also be required to pick upoutbound loads at location(s) directed by a postal official prior to departure.
- d. Supplier will be required to spot loads where applicable upon arrival at destinations as directed by a postal official. Supplier will also be required to pick up outbound loads at location(s) directed by a postal official prior to departure.
- e. In order to maintain schedule, postal personnel may assist with loading and unloading.
- f. The Administrative Official for each trip ordered under the services is located at the point of origin for the trip.
- g. The supplier will be required to report in sufficient time to load and depart on schedule.
- h. The supplier will be required to load, transport, and unload all classes of mail at the headout, enroute, and destinating offices.
- i. The supplier may be assigned lobby/vestibule keys and/or a scanning deviceto be used in the delivery and collection of mail along the applicable route. These are accountable items that must be signed out prior to the start of the designated trip(s) and turned in at the end of the trip(s). Loss, negligent damage, or failure to turn in accountable item(s) as scheduled may result in assessment of damages. When assigned a scanning or similar device, the supplier is responsible for ensuring the validity of set up data in the device and for the accuracy of all scanning inputs.

#### B.2 VEHICLE REQUIREMENTS AND SPECIFICATIONS

- a.
- b. Tractors and trailers used on the route must be spotted as directed by the contracting officer or authorized representative.
- c. The suspension and tires on vehicle(s) must be compatible with the grossaxle weight rating.
- d. All equipment shall be presented for inspection at the location and time indicated by the contracting officer or authorized representative. Equipment used on services must at all times be maintained in a condition that reflects favorably on the Postal Service and is acceptable to the contracting officer or authorized representative

for the full term of services.

e. The supplier will not be tendered, nor transport, any trailer which does not meet the minimum requirements for safety as required by the Motor Carriers Safety Regulations, and by other requirements imposed by state or local governments.

No additional compensation will be allowed the supplier for transporting trailers other than those the supplier furnishes, nor will any deduction be made from the rate of pay, when the Postal Service tenders to the supplier trailers other than those furnished by the supplier, unless the tender of such trailers is because the supplier fails to provide the obligated number of trailers to the Postal Service. In the latter event, a sum equal to the cost the Postal Service incurs infurnishing trailer(s) will be deducted from the pay normally due thesupplier.

f. All vehicles used for this service must be licensed for the maximum weight allowed by applicable state laws.

SPECIFIC VEHICLE REQUIREMENTS

- 1. Two Axle Tractor (Single Drive) (N/A cubes)
- a. The minimum acceptable gross vehicle weight rating (GVW/GCW) for the tractor(s) listed above must equal or exceed the combined weight of thefollowing:
  - 1. The curb weight of the tractor;
  - 2. An operating crew's weight of 600 pounds;
  - 3. The curb weight of the required trailer (if trailers are required);and
  - 4. A payload weight of 47,500 pounds.

- b. The supplier shall equip each vehicle or supply each driver with a cellular phone to enable the Postal Service or the driver to initiate two-way communications. The supplier/driver must observe all federal/state/local laws regarding the use of cellular communications. The vehicle shall not be in motion during communications. The supplier/driver will be required to notify the Broker who will notify the postal authority at the appropriate service point on the route if a delay in excess of fifteen (15) minutes is anticipated. (The Postal Service assumes no liability for phone piracy experienced by the supplier orunauthorized use of the cellular phone.)
- 2. 53 Foot Tandem Axle Trailer (3180 cubes)

TRAILER MEASUREMENTS		
INTERIOR		EXTERIOR
Minimum Length	**	Maximum Length 53
Minimum Width	**	Maximum Width 8.5
Minimum Height	**	Maximum Height 13.5

Minimum usable load space 3180 cubic feet

Bed Height (from ground): 48 inch minimum to 52 inch maximum

- \*\* Manufacturer's standard
- a. The minimum acceptable gross vehicle weight rating (GVW/GCW) for the trailer(s) listed above must equal or exceed the curb weight of the trailer and a payload weight of 47,500 pounds.

SPECIAL NOTE: The trailer curb weight includes the weight of the trailer with all installed attachments, accessories, equipment and lubricants.

SPECIAL NOTE: The tractor curb weight includes the weight of thetractor with all installed attachments, accessories, equipment and a full complement of fuel, lubricants and coolant.

 b. Interior side and front walls of the trailer must be fully covered with 1/4" plywood, floor to ceiling. Installation of a durable flat sheetscuff liner (metal, fiberglass, etc.) is also required and must be bonded over the plywood without any protruding fasteners. Two bands of scuff liningmust be applied to the full length of each interior side wall and the frontwall; one band 26 inches wide positioned from the floor to a height of 26 inches and a second band 6 inches wide positioned immediately above the upper retainer rail or, in the absence of an upper rail, 67 inches on center above the floor.

The Postal Service intends to transport mail loaded on pallets, in wheeled containers, metal and non-metal containers, in sacks and loose loaded. The cargo compartment must be constructed so that it is protected from damage during loading and unloading by either manual or mechanical methods.

- c. Trailers must be equipped with a load restraint system as indicated in Specification A. The cargo compartment must also be equipped with 0 metal E-type shoring bar(s) and 20 ratchet type restraining strap(s).
- d. Trailers must be numbered as indicated in Specification C and as directed by the contracting officer or authorized representative.
- e. NOTE: Refrigerator-type trailers are not acceptable.

#### B.3 GENERAL REQUIREMENTS AND PROHIBITIONS

The supplier shall provide transportation services as specified in this Statement of Work and Specifications (see below).

a. Sanctity of the Mail

The supplier shall carry all mail tendered for transportation, whatever may be its size and weight, with certainty, celerity, and security, in accordance with the operating schedule and between the points fixed in the schedule, as modified from time to time. The supplier, when so directed by the Broker or contracting officer, shall (i) load and unload mail (ii) make the exchange of mail, and (iii) perform all minor administrative services as may be necessary to track and trace the mail.

#### b. Extra Trips

Supplier will be required to perform additional trips of service as outlined below:

The supplier must proceed to perform any extra trips ordered by the Broker, contracting officer or authorized representative. The supplier must provide such service departing from the office having the requirement for service within (4) hours after notification by the Broker, contracting officer or authorized representative. Extra round trips of service shall be performed within the total elapsed time (total hours) reflected in the regular trip schedule.

c. Protection of the Mail

The supplier shall protect the mail from loss, depredation, or damage. The mail shall be transported in an enclosed, weather-proof compartment, equipped with secure locking devices, which shall be kept locked at all times except when access thereto is required for performance of service. The supplier shall await completion of all delayed mail connections except when otherwise directed by the Broker, contracting officer or authorized representative. Supplier shall ensure that the mail must be carried in a sealed compartment separate from other cargo and that no unauthorized person may have access to the mail. The supplier shall not transport hitchhikers in vehicles while the vehicles are being used in the performance of service. In the event of an accident, the supplier must remain at the scene, if practical, and notify the Broker, who will notify the Administrative Official immediately. The supplier may not leave any mail unattended.

#### d. Appearance of Equipment

The supplier shall at all times maintain its transportation equipment used in its services so as to present a creditable appearance and comply with all applicable state and federal regulations of general applicability to all motor carriers. The supplier may use a sign on itsvehicle(s) that states "United States Mail," but only when vehicle(s) are being used in the performance of service. Vehicle(s) (including both tractors and trailers) which are painted red, white and blue must have inscribed on their doors in black letters at least one inch high the

following words: "United States Mail Contractor." Trailers so painted must also bear the same inscription on the front of the trailer in blackletters two inches high and placed sufficiently high to be visible above the tractor unit.

#### e. Alcohol and/or Drugs

The supplier and his/her employees must not perform operations while under the influence of alcohol, narcotics, or any other substance that tends to impair judgement; nor will they consume any of the foregoing while engaged in its operations.

#### f. Weapons and Explosives

No person while on Postal property, or while performing services, shall carry firearms, other dangerous or deadly weapons, or explosives, either openly or concealed.

#### g. Carriage of Letters The supplier shall not carry letters outside of the mails in the same vehicle as the mails transported hereunder.

#### h. Denial of Access to the Mails

The supplier shall deny access to the mail to any employees or personnel when required to do so by the contracting officer.

#### i. Suitability of Personnel

In conducting operations, the supplier shall not employ any individual who is: lacking sufficient ability to perform properly the required duties; not a reliable and trustworthy person of good moral character; barred by law or Postal Service regulations from performing such duties.

Suppliers and their employees are required to maintain a neat, clean and professional appearance reflecting a positive image while engaged services.

Driver uniforms are not required.

The Postal Service has a Zero Tolerance Policy regarding workplace violence. Suppliers and their employees must conduct themselves in a professional and business-like manner, since poor conduct has a direct reflection on the Postal Service. Zero Tolerance means that we will not ignore any incident of verbal or physical action on the part of any supplier (or the supplier's employee) who could cause injury to another.

#### B.4 LIABILITY FOR EQUIPMENT DAMAGE AND REPAIRS

- a. Either party's liability for loss of or damage to the equipment of the other party shall be governed by this subparagraph a as follows:
  - (1) The Postal Service shall be liable to the supplier for loss of or damage, exclusive of fair wear and tear, to equipment of the supplier only when such loss or damage is caused by a negligent act or omission of the Postal Service, or of its employees, agents, suppliers, orsubcontractors.
  - (2) The supplier shall be liable to the Postal Service without regard to fault or negligence, for the loss of or damage, exclusive of fair wear and tear, to equipment furnished by the Postal Service while the equipment is in the custody and control of the supplier. For thepurposes of this subparagraph a, equipment furnished by the Postal Service includes equipment owned or leased by the Postal Service, and equipment of other Postal Service mail transportation suppliers or oftheir subcontractors.
  - (3) The supplier shall be responsible for sums equal to the amount(s) for which the supplier is liable to the Postal Service under subparagraph a.(2).
- b. Either party's liability for ordinary repairs to or maintenance of the equipment of the other party shall be governed by this subparagraph b asfollows:
  - (1) The supplier, and not the Postal Service, shall be liable for the cost of all repairs to or maintenance of equipment furnished by the supplier (including any equipment leased by the supplier from the Postal

Service).

(2) In the event that any equipment used by the supplier breaks down enroute between postal facilities, the supplier shall obtain repairs needed to put the equipment back in service. This obligation extends to all equipment used by the supplier.

## B.5 SCREENING/IDENTIFICATION REQUIREMENTS

At award, and thereafter, the supplier must identify to the administrative official all individuals who require access to facilities, the mails, or need authority to drive. Before employees are allowed to perform services, the supplier must submit to the administrative official two original Forms 2025, Contract Personnel Questionnaire, one original Form 2181-C, Authorization and Release, Background Investigation, two original Forms FD 258, Fingerprint Card, and two full face, 1 1/4" x 1 1/4", color photographs. If the employee has driving responsibilities, a current driving record must also be submitted to the administrative official. A 5-year driving record must be provided except in those states in which only 3-year driving records are issued. The driving record must be dated no more than 30 days prior to the date submitted to the Broker/administrative official. If fingerprints are determined to be unclassifiable, the employee must submit two additional fingerprintcards within 30 days of notification. The results of the Postal Service investigation will determine if the employee is granted a non-sensitiveclearance. Non-sensitive clearances can be denied or revoked. Clearance will not be granted if the Postal Service is unable to obtain results from a criminal history inquiry through local agencies where the individual has resided and has been employed during the 5-year period prior to submission of theapplication forms. Suppliers and employees must report arrests orconvictions occurring during the term of services to the administrative official.

Pending clearance, a temporary photo identification badge, PS Form 5139, Non Postal Service Temporary Employee, will be issued to the employee. Upon final clearance, a photo identification badge, PS Form 5140, Non-Postal Service Contractor Employee, will be issued. The employee must display the identification badge on their outer garment when on postal property. The supplier is responsible for the recovery and return of identification badges to the Postal Service when an employee is separated.

Postal regulations require that suppliers and their employees who drive be rescreened once every four years, or by direction of the administrative official. All forms specified above, with the exception of Form FD 258, must be submitted to the Broker/administrative official. Form FD 258 may be required if so advised by the administrative official.

Form 2081, Contractor Employee Assignment Notification, may be used in lieu of the above screening requirements for emergency service not exceeding 15 days. The supplier must complete and submit Form 2081 and a full-face, 1 1/4" x 1 1/4" color photograph for each employee to the Broker/administrative official. The administrative official will issue Form 5139. If the emergency exceeds 15 days, the screening procedures defined above must be performed for all emergency employees. The supplier is responsible for the recovery and return of Form 5139 to the Postal Service at the end of the emergency service.

Security clearances are specific to an individual, not a contract. If a driver, who is separated, goes to work for another supplier within one year of the date of separation, the current supplier must provide two original Forms 2025, the current motor vehicle record and two full-face color photos to the Broker/administrative official. Postal Management Instruction, Screening Highway Transportation Contract Employees, provides detailed instructions on screening employees.

#### **B.6 SAFETY REQUIREMENTS**

The supplier shall conduct its operations in full compliance with all local, state, and federal regulations.

#### a. Inspection of Equipment

Drivers shall satisfy themselves that equipment is ready for use and the following parts and accessories are in good working order:

- (i) Servicing and parking brakes
- (ii) Steering mechanism
- (iii) Lighting devices and reflectors
- (iv) Tires
- (v) Horn
- (vi) Windshield wipers
- (vii) Rear vision mirrors

The vehicle must be equipped to address emergencies (e.g. weather conditions, fire, accident, etc.) based on locality where the service is being provided.

b. Safe Loading and Security of Equipment

Drivers responsible for loading or assisting in the loading of their vehicles must ensure that loads are properly distributed and secured and that doors, tailgates, and other equipment are fastened properly to permit safe operations.

c. Hazardous Conditions

Extreme caution, even to the extent of stopping operation if necessary, shall be exercised by drivers when hazardous road or weather conditions prevail.

#### **Certification of Nonsegregated Facilities**

- Supplier certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform services at any location under its control where segregated facilities are maintained. The supplier agrees that a breach of this certification is a violation of <u>Clause 9-7</u>: <u>Equal Opportunity</u>.
- (2) As used in this certification, segregated facilities means any waiting rooms, work areas, rest rooms or wash rooms, restaurants or other eating areas, time clocks, locker rooms or other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment area, transportation, or housing facilities provided for employees that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise.
- (3) The supplier further agrees that (unless it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors before awarding subcontracts exceeding \$10,000 that are not exempt from the provisions of <u>Clause 9-7: Equal Opportunity</u>; that it will retain these certifications in its files; and that it will forward the following notice to these proposed subcontractors (except when they havesubmitted identical certifications for specific time periods).

#### UNITED STATES POSTAL SERVICE HIGHWAY CONTRACT TRANSPORTATION

**Terms and Conditions** 

#### Provision 1-6: Supplier Clearance Requirements (Surface Transportation) (June 2020)

The contract resulting from this solicitation will require the contractor or its employees (including subcontractors and their employees) to have access to occupied postal facilities, and/or to postal information and resources, including postal computer systems. Clearance will be required before that access will be permitted in accordance with MI PO-530-2009-4, Screening Highway Transportation Contractor Personnel, or any superseding management instruction. It

is the supplier's obligation to obtain and supply to the Postal Service the forms and information required by that regulation.

Suppliers must familiarize themselves with the requirements of that regulation, considering in their offers the time and costs associated with the screening.

#### Clause B-15: Notice of Delay (March 2006)

Immediately upon becoming aware of any difficulties that might delay deliveries, the supplier will notify the Broker who will notify the contracting officer in writing of them. The notification must identify the difficulties, the reasons for them, and the estimated period of delay anticipated.

#### Clause B-26: Protection of Postal Service Buildings, Equipment, and Vegetation (March 2006)

The supplier must use reasonable care to avoid damaging buildings, equipment, and vegetation (such astrees, shrubs, and grass) on the Postal Service installation. If the supplier fails to do so and damages any buildings, equipment, or vegetation, the supplier must replace or repair the damage at no expense to the Postal Service, as directed by the contracting officer. If the supplier fails or refuses to make repair or replacement, the supplier will be liable for the cost of repair or replacement

#### Clause B-30: Permits and Responsibilities (March 2006)

The supplier is responsible, without additional expense to the Postal Service, for obtaining any necessary licenses and permits, and for complying with any applicable federal, state, and municipal laws, codes, and regulations in connection with the performance of the services. The supplier is responsible for all damage to persons or property, including environmental damage that occurs as a result of its omission(s) or negligence. The supplier must take proper safety and health precautions to protect the work, the workers, the public, the environment, and the property of others.

#### Clause B-64: Accountability of the Supplier (Highway) (March 2006)

The supplier must supervise its operations and the operations of its subcontractors which provide services personally or through representatives. The supplier or its supervising representatives must be easily accessible in the event of emergencies or interruptions in service.

#### Clause B-77: Protection of the Mail (March 2006)

The supplier must protect and safeguard the mail from loss, theft, or damage while it is in the supplier'scustody or control and prevent unauthorized persons from having access to the mail.

#### Clause B-81: Information or Access by Third Parties (May 2006)

The Postal Service retains exclusive authority to release any or all information about mail matter in the custody of the supplier and to permit access to that mail in the custody of the supplier. All requests by non-postal individuals (including employees of the supplier) for information about mail matter in the custody of the supplier or for access to mail in the custody of the contracting officer or his or her designee.

#### Clause B-82: Access by Officials (March 2006)

The supplier will deny access to the cargo compartment of a vehicle containing mail there in to Federal, state or local officials except at a postal facility and in the presence of a postal employee, unless to prevent damage to the vehicle or its contents.

#### Clause B-90: Use of Postal Facilities (Surface Transportation) (June 2020)

Parking for vehicles and trailers at postal facilities and other used of postal facilities (unless otherwise specified) may or may not be allowed at the discretion of each facility manager. The supplier is responsible for all associated costs and to have the vehicle properly secured atall times. The supplier must have adequate contingency plans in place should the use of postal facilities be terminated or limited. In no event will the Postal Service be held liable for, or incur any additional cost associated with, such use or the termination of such use.

#### Clause 1-1: Privacy Protection (October 2014)

In addition to other provisions, the supplier agrees to the following:

- a. *Privacy Act* If the supplier operates a system of records on behalf of the Postal Service, the Privacy Act (5 U.S.C. 522a), the Postal Service regulations at 39 CFR Parts 266–267, and Handbook AS-353, *Guide to Privacy, the Freedom of Information Act*, and Records Management and Appendix, apply to those records. The supplier is considered to operate a system of records if it maintains records (including collecting, using, revising, deleting, or disseminating records) from which information is retrieved by the name of an individual or by some number, symbol, or other identifier assigned to the individual. The supplier must comply with the Act and the Postal Service regulations and Handbook AS-353 in designing, developing, managing, and operating the systemof records, including ensuring that records are current and accurate for their intended use, and incorporating adequate safeguards to prevent misuse or improper disclosure of personal information. Violations of the Act may subject the violator to criminal penalties.
- b. Information Pertaining to Individuals ("Personal Information") If the supplier has access to Postal Service information pertaining to individuals (e.g. customer or employee information), including address information, whether collected online or offline by the Postal Service or by asupplier acting on its behalf, the supplier must comply with the following:
  - (1) General With regard to the Postal Service customer information to which it has access pursuant to the services, the supplier has that access as an agent of the Postal Service and must adhere to its official Privacy Policy at <a href="http://usps.com/privacypolicy">http://usps.com/privacypolicy</a>.
  - (2) Use, Ownership, and Nondisclosure The supplier may use Postal Service Personal Information solely for the purposes of the services and may not collect or use such information for non-Postal Service marketing, promotion, or any other purpose without the prior written approval of the contracting officer. The supplier may not maintain, access, or store (including archival back-ups) any Personal Information data outside the United States.
  - (3) The supplier must restrict access to such information to those employees who need the information to perform work and must ensure that each such employee (including subcontractors' employees) sign a nondisclosure agreement, in a form suitable to the contracting officer, prior to being granted access to the information. The Postal Service retains sole ownership and rights to its Personal Information. Unless the otherwise stated, upon completion of the services, the supplier must turn over all Postal Service Personal Information and any copies of the information, in any form the Personal Information or copies may exist, in its possession to the Postal Service. In addition, the supplier must certify that no Postal Service Personal Information and, if applicable, copies, have been retained unless otherwise authorized in writing by the contracting officer. If so required elsewhere, the information or copies must be destroyed by the supplier and the supplier must certify to the contracting officer that such destruction has taken place.
  - (4) Security Plan When applicable, and unless waived in writing by the contracting officer, the supplier must work with the Postal Service to develop and implement a security plan that addresses the protection of Personal Information. The plan will be followed by the supplier, and must, at a minimum, address notification to the Postal Service of any security breach. If a security plan is not in place at the time of services, it must be added within 60 days after services occur.
  - (5) Breach Notification If there is any actual or suspected breach of any nature in the security of Postal Service data, including Personal Information, the supplier must notify Broker who will notify the contracting officer and the Postal Service's Chief Privacy Officer as soon as practicable butno later than 24 hours following the detection of a suspected or confirmed breach. The supplier will be required to follow Postal Service policies regarding breach notification to customers and/or employees.
  - (6) Legal Demands for Information If a legal demand is made for Postal Service Personal Information (such as by subpoena), the supplier must immediately notify the Broker who will notify the contracting officer and follow the applicable requirements in 39 CFR, sections 265.11 and 265.12. After notification, the Postal Service will determine whether and to what extent to comply with the legal demand. Should the Postal Service agree to or unsuccessfully resist a legal demand, the

supplier may, with the written permission of the contracting officer, release the information specifically demanded.

- c. Online Assistance If the supplier assists in the design, development, or operation of a Postal Service customer Web site, or if it designs or places an ad banner, button, or link on a Postal Service Web site or any Web site on the Postal Service's behalf, the supplier must comply with the limitations set forth in the Official Postal Service Privacy Policy (see b.1, above). Exceptions to these limitations require the prior written approval of the contracting officer and the Postal Service's Chief Privacy Officer.
- d. *Marketing E-Mail* If the supplier assists the Postal Service in conducting a marketing e-mail campaign, the supplier does so as an agent of the Postal Service and must adhere to the Postal Service policies set out in Postal Service Management Instruction AS-350-2004-4, *Marketing E- mail*. Suppliers wishing to conduct marketing email campaigns to postal employees must first obtain the prior written approval of the contracting officer.
- e. *Audits* The Postal Service may audit the supplier's compliance with the requirements of this clause, including through the use of online compliance software.
- f. *Indemnification* The supplier will indemnify the Postal Service against all liability (including costs and fees) for damages arising out of violations of this clause.
- g. Flow-down The supplier will flow this clause down to any and all subcontractors.

## Clause 7-17: Sustainability (Surface Transportation) (June 2020)

The Postal Service embraces sustainable practices and environmental responsibility and encourages suppliers to improve their environmental sustainability practices in the performance of services. As appropriate, the Postal Service will collaborate with the supplier to identify opportunities that may improve the environmental and sustainability performance of the goods and services being provided by the supplier. The Postal Service encourages the supplier to develop and propose innovative sustainability business practices and offer goods and services that help the Postal Service operate in a more environmentally sustainable manner. Innovative sustainability business practices can take the form of improved and more sustainable business processes, replacement of materials used in performance with more sustainable materials, combination of sustainable materials with other materials that lead to reductions in the total cost of ownership, or by some other means.

#### Clause 9-10: Service Contract Act (October 2019)

- a. The services are subject to the Service Contract Act of 1965, as amended (41 U.S.C. 6701 et seq.), and to the following provisions and all other applicable provisions of the Act and regulations of the Secretary of Labor issued under the Act (29 CFR Part 4).
- b.
- 1. Each service employee employed in the performance of services by the supplier or any subcontractor must be:
  - a. Paid not less than the minimum monetary wages, and
  - b. Furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor or an authorized representative, as specified in any wage determination attached.
- 2.
- a. If a wage determination is attached, the contracting officer must require that any class of service employees not listed in it and to be employed (that is, the work to be performed is not performed by any classification listed in the wage determination) be classified by the supplier so as to provide a reasonable relationship (that is, appropriate level of skill comparison) between the unlisted classifications and the classifications in the wage determination. The conformed class of employees must be paid the monetary wages and furnished the fringe benefits determined under this clause. (The information collection requirements contained in this paragraph <u>b</u>. have been approved by the Office of Management and Budget under OMB control number 1215-0150.)
- b. The conforming procedure must be initiated by the supplier before the performance of services by the unlisted class of employees. A written report of the proposed conforming action, including information regarding the agreement or disagreement of the authorized representative of the employees involved or, if there is no authorized representative, the employees themselves, must be submitted by the supplier to the Broker who will submit to the contracting officer no later than 30 days after the unlisted class of employees performs any services. The contracting officer must review the proposed action and promptly submit a

report of it, together with the agency's recommendation and all pertinent information, including the position of the supplier and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. Within 30 days of receipt, the Wage and Hour Division will approve, modify, or disapprove the action, render a final determination in the event of disagreement, or notify the contracting officer that additional time is necessary.

- c. The final determination of the conformance action by the Wage and Hour Division will be transmitted to the contracting officer, who must promptly notify the Broker who will notify supplier of the action taken. The supplier must give each affected employee a written copy of this determination, or it must be posted as a part of the wage determination.
- d.
- i. The process of establishing wage and fringe benefit rates bearing a reasonable relationship to those listed in a wage determination cannot be reduced to any single formula. The approach used may vary from determination to determination, depending on the circumstances. Standard wage and salary administration practices ranking 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 various 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 conformable wage rates is the concept that a pay relationship should be maintained between job classifications on the basis of the skill required and the duties performed.
- ii. If the services are is modified or extended or an option is exercised under which the classification in question was previously conformed pursuant to this clause, a new conformed wage rate and fringe benefits may be assigned to the conformed classification by indexing (that is, adjusting) the previous conformed rate and fringe benefits by an amount equal to the average (mean) percentage increase change in the wages and fringe benefits specified for all classifications to be used on the services that are listed in the current wage determination, and those specified for the corresponding classifications in the previously applicable wage determination. If these conforming actions are accomplished before the performance of the services by the unlisted class of employees, the supplier must advise the Broker who will advise the contracting officer of the action taken, but the other procedures in  $\underline{b(2)(c)}$  above need not be followed.
- iii. No employee engaged in performing work may 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.
- e. The wage rate and fringe benefits finally determined pursuant to <u>b(2)(a)</u> and (<u>b</u>) above must be paid to all employees performing in the classification from the first day on which the service is performed by them in the classification. Failure to pay unlisted employees the compensation agreed upon by the interested parties and/or finally determined by the Wage and Hour Division retroactive to the date the class of employees began services is a violation of the Service Contract Act.
- f. Upon discovery of failure to comply with <u>b(2)(a)</u> through (<u>e)</u> above, the Wage and Hour Division will make a final determination of conformed classification, wage rate, and/or fringe benefits that will be retroactive to the date the class of employees commenced work.
- 3. If, as authorized pursuant to section 4(d) of the Service Contract Act, the term of the service is more than 1 year, the minimum monetary wages and fringe benefits required to be paid or furnished to service employees will be subject to adjustment after 1 year and not less often than once every 2 years, pursuant to wage determinations to be issued by the Wage and Hour Division, Employment Standards Administration of the Department of Labor.
- c. The supplier or subcontractor may discharge the obligation to furnish fringe benefits specified in the attachment or determined conformably to it by furnishing any equivalent combinations of bona fide fringe benefits, or by making equivalent or differential payments in cash in accordance with the applicable rules set forth in Subpart D of 29 CFR Part 4, and not otherwise.
- d.
- In the absence of a minimum-wage attachment for the services, neither the supplier nor any subcontractor may
  pay any person performing work (regardless of whether they are service employees) less than the minimum
  wage specified by section 6(a)(1) of the Fair Labor Standards Act of 1938. Nothing in this provision relieves the
  supplier or any subcontractor of any other obligation under law or contract for the payment of a higher wage to
  any employee.

- a. If this contract succeeds a contract subject to the Service Contract 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 a minimum wage attachment for this contract setting forth collectively bargained wage rates and fringe benefits, neither the supplier nor any subcontractor under this contract may pay any service employee performing any of the contract work (regardless of whether or not the employee was employed under the predecessor contract), less than the wages and fringe benefits provided for in the agreement, to which the 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 the agreement.
- b. No supplier or subcontractor under this contract may be relieved of the foregoing obligation unless the limitations of section 4.1(b) of 29 CFR Part 4 apply or unless the Secretary of Labor or an authorized representative finds, after a hearing as provided in section 4.10 of 29 CFR Part 4, that the wages and/or fringe benefits provided for vary substantially from those prevailing for services of a similar character in the locality, or determines, as provided in section 4.11 of 29 CFR Part 4, that the agreement applicable to service employees under the predecessor contract was not entered into as a result of arm's-length negotiations.
- c. If it is found in accordance with the review procedures in 29 CFR 4.10 and/or 4.11 and Parts 6 and 8 that wages and/or fringe benefits in a predecessor supplier's collective bargaining agreement vary substantially from those prevailing for services of a similar character in the locality, and/or that the agreement applicable to service employees 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. This determination will 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 its issuance occurs before or after award (53 Comp. Gen. 401 (1973)). In the case of a wage determination issued solely as a result of a finding of substantial variance, it will be effective as of the date of the final administrative decision.
- e. The supplier and any subcontractor must notify each service employee starting services of the minimum monetary wage and any fringe benefits required to be paid pursuant to the services, or must post the wage determination attached. The poster provided by the Department of Labor (Publication WH 1313) must 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. (Approved by the Office of Management and Budget under OMB control number 1215-0150.)
- f. The supplier or subcontractor may not permit services to be performed in buildings or surroundings or under working conditions provided by or under the control or supervision of the supplier or subcontractor that are unsanitary or hazardous or dangerous to the health or safety of service employees engaged to furnish these services, and the supplier or subcontractor must comply with the safety and health standards applied under 29 CFR Part 1925.

#### g.

- The supplier and each subcontractor performing work subject to the Act must maintain for 3 years from the completion of the work records containing the information specified in (a) through (f) following for each employee subject to the Service Contract Act and must make them available for inspection and transcription by authorized representatives of the Wage and Hour Division, Employment Standards Administration of the U.S. Department of Labor (approved by the Office of Management and Budget under OMB control numbers 1215-0017 and 1215-0150):
  - a. Name, address, and social security number of each employee.
  - b. The correct work classification, rate or rates of monetary wages paid and fringe benefits provided, rate or rates of fringe benefit payments in lieu thereof, and total daily and weekly compensation of each employee.
  - c. The number of daily and weekly hours so worked by each employee.
  - d. Any deductions, rebates, or refunds from the total daily or weekly compensation of each employee.
  - e. A list of monetary wages and fringe benefits for those classes of service employees not included in the wage determination attached but for whom wage rates or fringe benefits have been determined by the interested parties or by the Administrator or authorized representative pursuant to paragraph <u>b</u>. above. A copy of the report required by <u>b(2)(b)</u> above is such a list.

2.

- f. Any list of the predecessor supplier's employees furnished to the supplier pursuant to section 4.6(1)(2) of 29 CFR Part 4.
- 2. The supplier must also make available a copy of this document for inspection or transcription by authorized representatives of the Wage and Hour Division.
- 3. Failure to make and maintain or to make available the records specified in this paragraph g. for inspection and transcription is a violation of the regulations, and in the case of failure to produce these records, the contracting officer, upon direction of the Department of Labor and notification of the supplier, must take action to suspend any further payment or advance of funds until the violation ceases.
- 4. The supplier must permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.
- h. The supplier must unconditionally pay to each employee subject to the Service Contract 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. Payments must 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 the Act may not be of any duration longer than semimonthly.
- i. The contracting officer must withhold or cause to be withheld from the Postal Service supplier under this or any other contract with the supplier such sums as an appropriate official of the Department of Labor requests or the contracting officer decides may be necessary to pay underpaid employees employed by the supplier or subcontractor. In the event of failure to pay employees subject to the Act wages or fringe benefits due under the Act, the Postal Service may, after authorization or by direction of the Department of Labor and written notification to the supplier, suspend any further payment or advance of funds until the violations cease. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the services. In this event, the Postal Service may enter into other contracts or arrangements for completion of the work, charging the supplier in default with any additional cost.
- j. The supplier agrees to insert this clause in all subcontracts subject to the Act. The term "supplier," as used in this clause in any subcontract, is deemed to refer to the subcontractor, except in the term "supplier."
- k. Service employee means any person engaged in the performance of services other than any person employed in a bona fide executive, administrative, or professional capacity, as those terms are defined in 29 CFR Part 541, as of July 30, 1976, and any subsequent revision of those regulations. The term includes all such persons regardless of any contractual relationship that may be alleged to exist between a supplier or subcontractor and them.
- I.
- 1. If wages to be paid or fringe benefits to be furnished service employees employed by the supplier or a subcontractor are provided for in a collective bargaining agreement that is or will be effective during any period in which the services are being performed, the supplier must report this fact to the contracting officer, together with full information as to the application and accrual of these wages and fringe benefits, including any prospective increases, to service employees engaged in work, and furnish a copy of the agreement. The report must be made upon starting performance of services, in the case of collective bargaining agreements effective at the time. In the case of agreements or provisions or amendments thereof effective at a later time during the period of services, they must be reported promptly after their negotiation. (Approved by the Office of Management and Budget under OMB control number 1215-0150.)
- 2. Not less than 10 days before completion of any services being performed at a Postal facility where service employees may be retained in the performance of a succeeding services and subject to a wage determination containing vacation or other benefit provisions based upon length of service with a supplier (predecessor) or successor (section 4.173 of Regulations, 29 CFR Part 4), the incumbent supplier must furnish to the contracting officer a certified list of the names of all service employees on the supplier's or subcontractor's payroll during the last month of service performance. The list must also contain anniversary dates of employment on the service, either with the current or predecessor suppliers of each such service employee. The contracting officer must turn over this list to the successor supplier at the commencement of the succeeding services. (Approved by the Office of Management and Budget under OMB control number 1215-0150.)
- m. Rulings and interpretations of the Service Contract Act of 1965, as amended, are contained in Regulations, 29 CFR Part 4.

- 1. The supplier and its officials certify that neither they nor any person or firm with a substantial interest in the supplier's firm are ineligible to be awarded government contracts by virtue of the sanctions imposed pursuant to section 5 of the Act.
- 2. No part of the services may be subcontracted to any person or firm ineligible for award of a government contract pursuant to section 5 of the Act.
- 3. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.
- o. Notwithstanding any of the other provisions 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 before its amendment by P.L. 92–473, found to be necessary and proper in the public interest or to avoid serious impairment of the conduct of government business:
  - Apprentices, student-learners, and workers whose earning capacity is impaired by age, or 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 Service Contract 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, persons with disabilities, and disabled clients of work centers under section 14 of the Fair Labor Standards Act of 1938, in the regulations issued by the Administrator (29 CFR Parts 520, 521, 524, and 525).
  - 2. The Administrator will issue certificates under the Service Contract Act for the employment of apprentices, student-learners, persons with disabilities, or disabled clients of work centers 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 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 not registered as an apprentice in an approved program must 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 may 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 ratio of apprentices to journeymen employed in services in any craft classification may not be greater than the ratio permitted to the supplier for its entire workforce under the registered program.
- q. An employee engaged in an occupation in which he or she customarily and regularly receives more than \$30 a month tips may have the amount of tips credited by the employer against the minimum wage required by section 2(a)(1) or section 2(b)(1) of the Act in accordance with section 3(m) of the Fair Labor Standards Act and Regulations, 29 CFR Part 531. However, the amount of this credit may not exceed \$1.24 per hour beginning January 1, 1980, and \$1.34 per hour after December 31, 1980. To utilize this proviso:
  - 1. The employer must inform tipped employees about this tip credit allowance before the credit is utilized;
  - 2. The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received);
  - 3. The employer must be able to show by records that the employee receives at least the applicable Service Contract Act minimum wage through the combination of direct wages and tip credit (approved by the Office of Management and Budget under OMB control number 1214-0017); and
  - 4. The use of tip credit must have been permitted under any predecessor collective bargaining agreement applicable by virtue of section 4(c) of the Act.
- r. Disputes arising out of the labor standards provisions are not subject to <u>Clause B-9: Claims and Disputes</u> but must be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 4, 6, and 8. Disputes within the meaning of this clause include disputes between the supplier (or any of its subcontractors) and the Postal Service, the U.S. Department of Labor, or the employees or their representatives.

THE SERVICE (	OF WAGE DETERMINATION CONTRACT ACT   Secretary of Labor   	IS UNDER   U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON D.C. 20210
Daniel W. Simms Director	Division of	Wage Determination No.: 1977-0193 Revision No.: 88 Date Of Last Revision: 03/03/2021

Note: Under Executive Order (EO) 13658 an hourly minimum wage of \$10.95 for calendar year 2021 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1 2015. If this contract is covered by the EO the contractor must pay all workers in any classification listed on this wage determination at least \$10.95 per hour (or the applicable wage rate listed on this wage determination if it is higher) for all hours spent performing on the contract in calendar year 2021. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

This wage determination applies to the Southern States including all portions of the following states not listed below: Alabama Arkansas Florida Georgia Louisiana Mississippi North Carolina Oklahoma South Carolina Tennessee and Texas.

GA: Atlanta Area: Counties of Clayton Cobb DeKalb Fulton and Gwinnett

LA: New Orleans Area: Parishes of Jefferson Orleans St. Bernard and St. Tammany

TN: Memphis Area: Arkansas: Crittenden County Tennessee: Shelby County

TN: Nashville Area: Counties of Davidson Summer and Wilson

TX: Dallas - Fort Worth Area: Collin Dallas Dentson Ellis Johnson Kaufman Rockwe**ll** and Tarrant

TX: Houston Area: Counties of Brazoria Ford Bend Harris Liberty and Montgomery

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

Employed on contracts for mail hauling services for which the ""headout"" point is

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
(not set) - Driver/Caser (not set) - Tractor Trailer Driver	(see 1) (see 2)	16.73
All locations unless otherwise designated	( )	22.86
Atlanta GA Area		24.79
LA: New Orleans Area		24.45
TN: Memphis Area		23.87
TN: Nashville Area		24.79
TX: Dallas - Fort Worth Area		23.19
TX: Houston Area		26.45
(not set) - Truck Driver	(see 2)	
All Locations unless otherwise designated		22.46
Atlanta GA Area		23.66
LA: New Orleans Area		23.91
TN: Memphis Area		23.36
TN: Nashville Area		24.32
TX: Dallas - Fort Worth Area		22.07
TX: Houston Area		25.94
(not set) - Light Vehicle Driver	(see 1)	12.92

Note: Executive Order (EO) 13706 Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1 2017. If this contract is covered by the EO the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness injury or other health-related needs including preventive care; to assist a family member (or person who is like family to the employee) who is ill injured or has other health-related needs including preventive care; or for reasons resulting from or to assist a family member (or person who is like family to the employee) who is the victim of domestic violence sexual assault or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

VACATION: 1 week of paid vacation after 1 year of service with a contractor or successor; 2 weeks after 2 years; 3 weeks after 10 years; and 4 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 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) HEALTH & WELFARE: \$4.54 per hour up to 40 hours per week or \$181.60 per week or \$786.93 per month

HEALTH & WELFARE EO 13706: \$4.22 per hour up to 40 hours per week or \$168.80 per week or \$731.47 per month\*

\*This rate is to be used only when compensating employees for performance on an SCAcovered contract also covered by EO 13706 Establishing Paid Sick Leave for Federal Contractors. A contractor may not receive credit toward its SCA obligations for any paid sick leave provided pursuant to EO 13706.

2) HEALTH & WELFARE: \$4.70 per hour

NOTE: The fringe benefits listed in this determination are based on a standard 8- hour workday an 40-hour work week. Cash equivalent fringe benefits may be paid in accordance with the principles discussed in Subpart B of Regulations 29 CFR Part 4.

HEALTH & WELFARE & PENSON PAYMENTS:

These payments are due on all hours ""paid for"" up to a maximum of 40 hours per week. Such benefits do not stop but continue to accrue and are paid to employees while on sick leave holiday vacation etc. For example:

a. An employee who works four days 40 hours per week is entitled to 40 hours of health and welfare and pension payments. If an employee works three days 12 hours per day then such employee is entitled to 36 hours of health and welfare and pension benefits.

b. An employee who works 32 hours and also receives eight hours of holiday pay is entitled to the maximum of 40 hours of health and welfare and pension payments in that work week. If the employee works more than 32 hours and also receives eight hours of holiday pay the employee is still only entitled to the maximum of 40 hours health and welfare and pension payment.

c. If an employee is off work for two weeks on vacation and receives 80 hours of vacation pay the employee must also receive 80 hours of health and welfare and pension benefits during the vacation period. However if an employee is entitled to two weeks paid vacation but does not take a vacation and works the full 52 weeks in they year (i.e. 52 weeks for work plus two weeks of vacation pay) the employee is due health and welfare and pension payments for only 52 weeks during the year.

#### VACATION AND HOLIDAY PAYMENTS:

Regardless of the number of hours in an employee's scheduled workday or work week holiday pay for one day is not required to exceed the equivalent of eight hours pay and vacation pay for one week is not required to exceed the equivalent of 40 hours 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.

#### \*\* SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS \*\*

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations" Fifth Edition (Revision 1) dated September 2015 unless otherwise indicated.

\*\* OCCUPATIONS NOT INCLUDED IN THE SCA DIRECTORY OF OCCUPATIONS \*\*

#### Driver/Caser

Drives motor powered vehicle to make box delivery of mail often along a designated route picks up and transports collection mail left in boxes or receptacles. May also sort mail for delivery to boxes along the route incidentally transports collection mail left in boxes or receptacles. May also sort mail for delivery to boxes along the route incidentally transport mail to or between postal or other designated facilities make minor vehicle repairs and keep vehicle in good working order.

#### Light Vehicle Driver

Drives motor powered vehicle with a nominal cargo capacity of 600 cubic feet or less and with a GVW rating under 10001 pounds GVWR or less to transport mail often along a designated route to or between designated postal or other facilities. May also pickup and transport collection mail load and unload vehicle with or without helpers make minor vehicle repairs and keep vehicle in good working order.

#### Tractor Trailer Driver

Drives motor powered tractor-trailer combination to transport mail often along a designated route to or between designated postal or other facilities. May also load and unload vehicle with or without helpers make minor vehicle repairs and keep vehicle in good working order.

Truck Driver

Drives motor powered truck other than tractor-trailer with a nominal\* cargo capacity of 333 cubic feet or more or with a gross volume weight of 10000 pounds or more to transport mail often along a designated route to or between designated postal or other facilities. May also pickup and transport mail load and unload truck with or without helpers make minor vehicle repairs and keep vehicle in good working order.

\*(Nominal cargo capacity means an actual cargo capacity of plus or minus 5% of the stated capacity rounded to the nearest whole cubic foot.)"

"REGISTER OF WAGE DETERMINATIONS UNDER   U.S. DEPARTMENT OF LABOR THE SERVICE CONTRACT ACT   EMPLOYMENT STANDARDS ADMINISTRATION				
By direction of the	Secretary of Labor	WAGE AND HOUR DIVISION		
	1	WASHINGTON D.C. 20210		
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	I			
	I I	Wage Determination No.: 1977-0194		
Daniel W. Simms	Division of	Revision No.: 85		
Director	Wage Determinations	Date Of Last Revision: 03/03/2021		

Note: Under Executive Order (EO) 13658 an hourly minimum wage of \$10.95 for calendar year 2021 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1 2015. If this contract is covered by the EO the contractor must pay all workers in any classification listed on this wage determination at least \$10.95 per hour (or the applicable wage rate listed on this wage determination if it is higher) for all hours spent performing on the contract in calendar year 2021. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

This wage determination applies to the Western States including all portions of the following states not listed below: Arizona California Colorado Idaho Montana Nevada New Mexico Oregon Utah Washington and Wyoming.

CA: Los Angeles Area: Counties of Los Angeles and Orange

CA: San Francisco Area: Counties of Alameda Contra Costa Marin San Francisco and San Mateo

OR: Portland Area: Oregon: Counties of Clackamas Marion Multnomah Polk and Washington Washington: County of Clark

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

Employed on contracts for mail hauling services for which the ""headout"" point is within the named locality.

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
(not set) - Driver/Caser (not set) - Tractor Trailer Driver	(see 1) (see 2)	16.99
All locations unless otherwise designated		24.72
CA: Los Angeles Area		25.74
CA: San Francisco Area		26.04
OR: Portland Area		25.75
(not set) - Truck Driver	(see 2)	
All locations unless otherwise designated CA: Los Angeles Area		23.86 25.29

25.52

Note: Executive Order (EO) 13706 Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1 2017. If this contract is covered by the EO the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness injury or other health-related needs including preventive care; to assist a family member (or person who is like family to the employee) who is ill injured or has other health-related needs including preventive care; or for reasons resulting from or to assist a family member (or person who is like family to the employee) who is the victim of domestic violence sexual assault or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

#### ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

VACATION: 1 week of paid vacation after 1 year of service with a contractor or successor; 2 weeks after 2 years; 3 weeks after 10 years; and 4 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 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) HEALTH & WELFARE: \$4.54 per hour up to 40 hours per week or \$181.60 per week or \$786.93 per month

HEALTH & WELFARE EO 13706: \$4.22 per hour up to 40 hours per week or \$168.80 per week or \$731.47 per month\*

\*This rate is to be used only when compensating employees for performance on an SCAcovered contract also covered by EO 13706 Establishing Paid Sick Leave for Federal Contractors. A contractor may not receive credit toward its SCA obligations for any paid sick leave provided pursuant to EO 13706.

2) HEALTH & WELFARE: \$5.03 per hour

NOTE: The fringe benefits listed in this determination are based on a standard 8- hour workday an 40-hour work week. Cash equivalent fringe benefits may be paid in accordance with the principles discussed in Subpart B of Regulations 29 CFR Part 4.

HEALTH & WELFARE & PENSON PAYMENTS:

These payments are due on all hours ""paid for"" up to a maximum of 40 hours per week. Such benefits do not stop but continue to accrue and are paid to employees while on sick leave holiday vacation etc. For example:

a. An employee who works four days 40 hours per week is entitled to 40 hours of health and welfare and pension payments. If an employee works three days 12 hours per day then such employee is entitled to 36 hours of health and welfare and pension benefits.

b. An employee who works 32 hours and also receives eight hours of holiday pay is entitled to the maximum of 40 hours of health and welfare and pension payments in that work week. If the employee works more than 32 hours and also receives eight hours of holiday pay the employee is still only entitled to the maximum of 40 hours health and welfare and pension payment.

c. If an employee is off work for two weeks on vacation and receives 80 hours of vacation pay the employee must also receive 80 hours of health and welfare and pension benefits during the vacation period. However if an employee is entitled to two weeks paid vacation but does not take a vacation and works the full 52 weeks in they year (i.e. 52 weeks for work plus two weeks of vacation pay) the employee is due health and welfare and pension payments for only 52 weeks during the year.

#### VACATION AND HOLIDAY PAYMENTS:

Regardless of the number of hours in an employee's scheduled workday or work week holiday pay for one day is not required to exceed the equivalent of eight hours pay and vacation pay for one week is not required to exceed the equivalent of 40 hours 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.

\*\* SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS \*\*

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations" Fifth Edition (Revision 1) dated September 2015 unless otherwise indicated.

\*\* OCCUPATIONS NOT INCLUDED IN THE SCA DIRECTORY OF OCCUPATIONS \*\*

#### Driver/Caser

Drives motor powered vehicle to make box delivery of mail often along a designated route picks up and transports collection mail left in boxes or receptacles. May also sort mail for delivery to boxes along the route incidentally transports collection mail left in boxes or receptacles. May also sort mail for delivery to boxes along the route incidentally transport mail to or between postal or other designated facilities make minor vehicle repairs and keep vehicle in good working order.

#### Light Vehicle Driver

Drives motor powered vehicle with a nominal cargo capacity of 600 cubic feet or less and with a GVW rating under 10001 pounds GVWR or less to transport mail often along a designated route to or between designated postal or other facilities. May also pickup and transport collection mail load and unload vehicle with or without helpers make minor vehicle repairs and keep vehicle in good working order.

#### Tractor Trailer Driver

Drives motor powered tractor-trailer combination to transport mail often along a designated route to or between designated postal or other facilities. May also load and unload vehicle with or without helpers make minor vehicle repairs and keep vehicle in good working order.

#### Truck Driver

Drives motor powered truck other than tractor-trailer with a nominal\* cargo capacity of 333 cubic feet or more or with a gross volume weight of 10000 pounds or more to transport mail often along a designated route to or between designated postal or other facilities. May also pickup and transport mail load and unload truck with or without helpers make minor vehicle repairs and keep vehicle in good working order.

\*(Nominal cargo capacity means an actual cargo capacity of plus or minus 5% of the stated capacity rounded to the nearest whole cubic foot.)"

By direction of the Secretary of Labor     	U.S. DEPARTMENT OF LABOR MENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON D.C. 20210
   Wage De   Wage De Daniel W. Simms Division of   Director Wage Determinations  Date O	etermination No.: 1977-0195 Revision No.: 83 If Last Revision: 03/03/2021

Note: Under Executive Order (EO) 13658 an hourly minimum wage of \$10.95 for calendar year 2021 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1 2015. If this contract is covered by the EO the contractor must pay all workers in any classification listed on this wage determination at least \$10.95 per hour (or the applicable wage rate listed on this wage determination if it is higher) for all hours spent performing on the contract in calendar year 2021. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

This wage determination applies to the Eastern States including all portions of the following states not listed below: Delaware Maryland Ohio Pennsylvania Virginia and West Virginia.

MD: Baltimore - District of Columbia Area: District of Columbia Maryland: Baltimore City and the Counties of Anne ArundelBaltimore Carrol Charles Harford Howard Montgomery and Prince Georges Virginia: Cities of Alexandria Falls Church and Fairfax and the Counties of Arlington Fairfax Loudoun and Prince William.

OH: Cleveland - Akron - Cincinnati - Columbus Area: Indiana: Dearborn County Kentucky: Counties of Boone Campbell and Kenton Ohio: Counties of Clermont Cuyahoga Delaware Franklin Geauga Hamilton Lake Medina Pickaway Portage Summit and Warren.

PA: Philadelphia Area: Pennsylvania: Counties of Bucks Chester Delaware Montgomery and

Philadelphia; New Jersey: Counties of Burlington Camden Gloucester Atlantic Salem Cumberland and Cape May.

PA: Pittsburg Area: Pennsylvania: Counties of Allegheny Beaver Washington and Westmoreland.

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

Employed on contracts for mail hauling services for which the ""headout"" point is

within the named locality.

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
(not set) - Driver/Caser (not set) - Tractor Trailer Driver	(see 1) (see 2)	16.73
All locations unless otherwise designated		23.24
MD: Baltimore - District of Columbia Area		24.88
OH: Cleveland - Akron - Cincinnati -		24.39
Columbus Area		
PA: Philadelphia Area		25.75
PA: Pittsburgh Area		24.99
(not set) - Truck Driver	(see 2)	
All Locations unless otherwise designated		22.81
MD: Baltimore - District of Columbia Area		24.42
OH: Cleveland - Akron - Cincinnati -		23.92
Columbus Area		
PA: Philadelphia		25.38
PA: Pittsburgh Area		23.36
(not set) - Light Vehicle Driver	(see 1)	12.92

Note: Executive Order (EO) 13706 Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1 2017. If this contract is covered by the EO the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness injury or other health-related needs including preventive care; to assist a family member (or person who is like family to the employee) who is ill injured or has other health-related needs including preventive care; or for reasons resulting from or to assist a family member (or person who is like family to the employee) who is the victim of domestic violence sexual assault or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 10 years and 4 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 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) HEALTH & WELFARE: \$4.54 per hour up to 40 hours per week or \$181.60 per week or \$786.93 per month

HEALTH & WELFARE EO 13706: \$4.22 per hour up to 40 hours per week or \$168.80 per week or \$731.47 per month\*

\*This rate is to be used only when compensating employees for performance on an SCAcovered contract also covered by EO 13706 Establishing Paid Sick Leave for Federal Contractors. A contractor may not receive credit toward its SCA obligations for any paid sick leave provided pursuant to EO 13706.

2) HEALTH & WELFARE: \$5.06 per hour

NOTE: The fringe benefits listed in this determination are based on a standard 8- hour workday an 40-hour work week. Cash equivalent fringe benefits may be paid in accordance with the principles discussed in Subpart B of Regulations 29 CFR Part 4.

HEALTH & WELFARE & PENSON PAYMENTS:

These payments are due on all hours ""paid for"" up to a maximum of 40 hours per week. Such benefits do not stop but continue to accrue and are paid to employees while on sick leave holiday vacation etc. For example:

a. An employee who works four days 40 hours per week is entitled to 40 hours of health and welfare and pension payments. If an employee works three days 12 hours per day then such employee is entitled to 36 hours of health and welfare and pension benefits.

b. An employee who works 32 hours and also receives eight hours of holiday pay is entitled to the maximum of 40 hours of health and welfare and pension payments in that work week. If the employee works more than 32 hours and also receives eight hours of holiday pay the employee is still only entitled to the maximum of 40 hours health and welfare and pension payment.

c. If an employee is off work for two weeks on vacation and receives 80 hours of vacation pay the employee must also receive 80 hours of health and welfare and pension benefits during the vacation period. However if an employee is entitled to two weeks paid vacation but does not take a vacation and works the full 52 weeks in they year (i.e. 52 weeks for work plus two weeks of vacation pay) the employee is due health and welfare and pension payments for only 52 weeks during the year.

VACATION AND HOLIDAY PAYMENTS:

Regardless of the number of hours in an employee's scheduled workday or work week holiday pay for one day is not required to exceed the equivalent of eight hours pay and vacation pay for one week is not required to exceed the equivalent of 40 hours 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.

\*\* SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS \*\*

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations" Fifth Edition (Revision 1) dated September 2015 unless otherwise indicated.

#### \*\* OCCUPATIONS NOT INCLUDED IN THE SCA DIRECTORY OF OCCUPATIONS \*\*

#### Driver/Caser

Drives motor powered vehicle to make box delivery of mail often along a designated route picks up and transports collection mail left in boxes or receptacles. May also sort mail for delivery to boxes along the route incidentally transports collection mail left in boxes or receptacles. May also sort mail for delivery to boxes along the route incidentally transport mail to or between postal or other designated facilities make minor vehicle repairs and keep vehicle in good working order.

#### Light Vehicle Driver

Drives motor powered vehicle with a nominal cargo capacity of 600 cubic feet or less and with a GVW rating under 10001 pounds GVWR or less to transport mail often along a designated route to or between designated postal or other facilities. May also pickup and transport collection mail load and unload vehicle with or without helpers make minor vehicle repairs and keep vehicle in good working order.

#### Tractor Trailer Driver

Drives motor powered tractor-trailer combination to transport mail often along a designated route to or between designated postal or other facilities. May also load and unload vehicle with or without helpers make minor vehicle repairs and keep vehicle in good working order.

#### Truck Driver

Drives motor powered truck other than tractor-trailer with a nominal\* cargo capacity of 333 cubic feet or more or with a gross volume weight of 10000 pounds or more to transport mail often along a designated route to or between designated postal or other facilities. May also pickup and transport mail load and unload truck with or without helpers make minor vehicle repairs and keep vehicle in good working order.

\*(Nominal cargo capacity means an actual cargo capacity of plus or minus 5% of the stated capacity rounded to the nearest whole cubic foot.)"

THE SERVICE (	OF WAGE DETERMINATION CONTRACT ACT   Secretary of Labor   	NS UNDER   U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON D.C. 20210
	ĺ	Wage Determination No.: 1977-0196
Daniel W. Simms Director	Division of  Wage Determinations	Revision No.: 84 Date Of Last Revision: 03/03/2021

Note: Under Executive Order (EO) 13658 an hourly minimum wage of \$10.95 for calendar year 2021 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1 2015. If this contract is covered by the EO the contractor must pay all workers in any classification listed on this wage determination at least \$10.95 per hour (or the applicable wage rate listed on this wage determination if it is higher) for all hours spent performing on the contract in calendar year 2021. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

This wage determination applies to the Central States including all portions of the following states not listed below: Illinois Indiana Iowa Kansas Kentucky Michigan Minnesota Missouri Nebraska North Dakota South Dakota and Wisconsin

IL: Chicago - WI Milwaukee Area: Illinois: Counties of Cook DuPage Kane Lake McHenry and Will Wisconsin: Counties of Kenosha Milwaukee Ozaukee Racine Walworth Washington and Waukesha.

KS-MO Area: Kansas: Counties of Johnson and Wyandotte Missouri: Counties of Cass Clay Jackson and Platte.

MI: Detroit Area: Michigan: Counties of Macomb Oakland and Wayne.

MN: Minneapolis - St. Paul Area: Minnesota: Counties of Anoka Dakota Hennepin Ramsey and Washington.

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

Employed on contracts for mail hauling services for which the ""headout"" point is within the named locality.

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
(not set) - Driver/Caser (not set) - Tractor Trailer Driver	(see 1) (see 2)	15.33

All locations unless otherwise designated IL: Chicago - WI Milwaukee Area KS-MO Area: Kansas MI: Detroit Area		23.16 26.19 24.99 25.24
MN: Minneapolis - St. Paul Area		25.69
(not set) - Truck Driver	(see 2)	23.07
All locations unless otherwise designated		20.99
L: Chicago - W Milwaukee Area		25.27
KS-MO Area: Kansas		23.20
MI: Detroit Area		24.52
MN: Minneapolis - St. Paul Area		24.48
(not set) - Light Vehicle Driver	(see 1)	15.89

Note: Executive Order (EO) 13706 Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1 2017. If this contract is covered by the EO the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness injury or other health-related needs including preventive care; to assist a family member (or person who is like family to the employee) who is ill injured or has other health-related needs including preventive care; or for reasons resulting from or to assist a family member (or person who is like family to the employee) who is the victim of domestic violence sexual assault or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

#### ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor 3 weeks after 10 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. (See 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) HEALTH & WELFARE: \$4.54 per hour up to 40 hours per week or \$181.60 per week or \$786.93 per month

HEALTH & WELFARE EO 13706: \$4.22 per hour up to 40 hours per week or \$168.80 per week or \$731.47 per month\*

\*This rate is to be used only when compensating employees for performance on an SCAcovered contract also covered by EO 13706 Establishing Paid Sick Leave for Federal Contractors. A contractor may not receive credit toward its SCA obligations for any paid sick leave provided pursuant to EO 13706.

2) HEALTH & WELFARE: \$5.11 per hour

NOTE: The fringe benefits listed in this determination are based on a standard 8- hour workday an 40-hour work week. Cash equivalent fringe benefits may be paid in accordance with the principles discussed in Subpart B of Regulations 29 CFR Part 4.

HEALTH & WELFARE & PENSON PAYMENTS:

These payments are due on all hours ""paid for"" up to a maximum of 40 hours per week. Such benefits do not stop but continue to accrue and are paid to employees while on sick leave holiday vacation etc. For example:

a. An employee who works four days 40 hours per week is entitled to 40 hours of health and welfare and pension payments. If an employee works three days 12 hours per day then such employee is entitled to 36 hours of health and welfare and pension benefits.

b. An employee who works 32 hours and also receives eight hours of holiday pay is entitled to the maximum of 40 hours of health and welfare and pension payments in that work week. If the employee works more than 32 hours and also receives eight hours of holiday pay the employee is still only entitled to the maximum of 40 hours health and welfare and pension payment.

c. If an employee is off work for two weeks on vacation and receives 80 hours of vacation pay the employee must also receive 80 hours of health and welfare and pension benefits during the vacation period. However if an employee is entitled to two weeks paid vacation but does not take a vacation and works the full 52 weeks in they year (i.e. 52 weeks for work plus two weeks of vacation pay) the employee is due health and welfare and pension payments for only 52 weeks during the year.

#### VACATION AND HOLIDAY PAYMENTS:

Regardless of the number of hours in an employee's scheduled workday or work week holiday pay for one day is not required to exceed the equivalent of eight hours pay and vacation pay for one week is not required to exceed the equivalent of 40 hours 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.

## \*\* SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS \*\*

The duties of employees under job titles listed are those described in the ""Service Contract Act Directory of Occupations"" Fifth Edition (Revision 1)

dated September 2015 unless otherwise indicated.

## \*\* OCCUPATIONS NOT INCLUDED IN THE SCA DIRECTORY OF OCCUPATIONS \*\*

## Driver/Caser

Drives motor powered vehicle to make box delivery of mail often along a designated route picks up and transports collection mail left in boxes or receptacles. May also sort mail for delivery to boxes along the route incidentally transports collection mail left in boxes or receptacles. May also sort mail for delivery to boxes along the route incidentally transport mail to or between postal or other designated facilities make minor vehicle repairs and keep vehicle in good working order.

## Light Vehicle Driver

Drives motor powered vehicle with a nominal cargo capacity of 600 cubic feet or less and with a GVW rating under 10001 pounds GVWR or less to transport mail often along a designated route to or between designated postal or other facilities. May also pickup and transport collection mail load and unload vehicle with or without helpers make minor vehicle repairs and keep vehicle in good working order.

## Tractor Trailer Driver

Drives motor powered tractor-trailer combination to transport mail often along a designated route to or between designated postal or other facilities. May also load and unload vehicle with or without helpers make minor vehicle repairs and keep vehicle in good working order.

## Truck Driver

Drives motor powered truck other than tractor-trailer with a nominal\* cargo capacity of 333 cubic feet or more or with a gross volume weight of 10000 pounds or more to transport mail often along a designated route to or between designated postal or other facilities. May also pickup and transport mail load and unload truck with or without helpers make minor vehicle repairs and keep vehicle in good working order.

\*(Nominal cargo capacity means an actual cargo capacity of plus or minus 5% of the stated capacity rounded to the nearest whole cubic foot.)"

THE SERVICE (	OF WAGE DETERMINATION CONTRACT ACT   Secretary of Labor     	NS UNDER   U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON D.C. 20210
Daniel W. Simms Director	Division of	Wage Determination No.: 1982-0207 Revision No.: 81 Date Of Last Revision: 03/03/2021

Note: Under Executive Order (EO) 13658 an hourly minimum wage of \$10.95 for calendar year 2021 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1 2015. If this contract is covered by the EO the contractor must pay all workers in any classification listed on this wage determination at least \$10.95 per hour (or the applicable wage rate listed on this wage determination if it is higher) for all hours spent performing on the contract in calendar year 2021. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Alaska

Area: Alaska Statewide

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

Employed on contract for mail hauling and delivery within the state.

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
(not set) - Driver/Caser (not set) - Tractor Trailer Driver (not set) - Truck Driver (not set) - Light Vehicle Driver		17.63 25.75 25.75 14.10

Note: Executive Order (EO) 13706 Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1 2017. If this contract is covered by the EO the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness injury or other health-related needs including preventive care; to assist a family member (or person who is like family to the employee) who is ill injured or has other health-related needs including preventive care; or for reasons resulting from or to assist a family member (or person who is like family to the employee) who is the victim of domestic violence sexual assault or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.54 per hour up to 40 hours per week or \$181.60 per week or \$786.93 per month

HEALTH & WELFARE EO 13706: \$4.22 per hour up to 40 hours per week or \$168.80 per week or \$731.47 per month\*

\*This rate is to be used only when compensating employees for performance on an SCAcovered contract also covered by EO 13706 Establishing Paid Sick Leave for Federal Contractors. A contractor may not receive credit toward its SCA obligations for any paid sick leave provided pursuant to EO 13706.

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)

NOTE: The fringe benefits listed in this determination are based on a standard 8- hour workday an 40-hour work week. Cash equivalent fringe benefits may be paid in accordance with the principles discussed in Subpart B of Regulations 29 CFR Part 4.

HEALTH & WELFARE & PENSION PAYMENTS:

These payments are due on all hours ""paid for"" up to a maximum 40 hours per week. Such benefits do not stop but continue to accrue and are paid to employees while on sick leave holiday vacation etc. For example: a. An employee who works four days 40 hours per week is entitled to 40 hours of health & welfare and pension payments. If an employee works three days 12 hours per day then such employee is entitled to 36 hours of health and welfare and pension benefits.

b. An employee who works 32 hours and also receives eight hours of holiday pay is entitled to the maximum of 40 hours of health & welfare and pension payments in that work week. If the employee works more than 32 hours and also receives eight hours of holiday pay the employee is still only entitled to the maximum of 40 hours of health and welfare and pension payments.

c. If an employee is off work for two weeks on vacation and receives 80 hours of vacation pay the employee must also receive 80 hours of health and welfare and pension benefits during the vacation period. However if an employee is entitled to two weeks paid vacation but does not take a vacation and works the full 52 weeks in the year the employee is entitled to 54 weeks of pay during the year (i.e. 52 weeks for work plus two weeks vacation pay) but is due health and welfare and pension payments for only 52 weeks during the year.

## VACATION AND HOLIDAY PAYMENTS:

Regardless of the number of hours in an employee's scheduled workday or work week holiday pay for one day is not required to exceed the equivalent of eight hours pay and vacation pay for one week is not required to exceed the equivalent of 40 hours 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.

## \*\* SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS \*\*

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations" Fifth Edition (Revision 1) dated September 2015 unless otherwise indicated.

\*\* OCCUPATIONS NOT INCLUDED IN THE SCA DIRECTORY OF OCCUPATIONS \*\*

#### Driver/Caser

Drives motor powered vehicle to make box delivery of mail often along a designated route picks up and transports collection mail left in boxes or receptacles. May also sort mail for delivery to boxes along the route incidentally transports collection mail left in boxes or receptacles. May also sort mail for delivery to boxes along the route incidentally transport mail to or between postal or other designated facilities make minor vehicle repairs and keep vehicle in good working order.

#### Light Vehicle Driver

Drives motor powered vehicle with a nominal cargo capacity of 600 cubic feet or less and with a GVW rating under 10001 pounds GVWR or less to transport mail often along a designated route to or between designated postal or other facilities. May also pickup and transport collection mail load and unload vehicle with or without helpers make minor vehicle repairs and keep vehicle in good working order.

## Tractor Trailer Driver

Drives motor powered tractor-trailer combination to transport mail often along a designated route to or between designated postal or other facilities. May also load and unload vehicle with or without helpers make minor vehicle repairs and keep vehicle in good working order.

## Truck Driver

Drives motor powered truck other than tractor-trailer with a nominal\* cargo capacity of 333 cubic feet or more or with a gross volume weight of 10000 pounds or more to transport mail often along a designated route to or between designated postal or other facilities. May also pickup and transport mail load and unload truck with or without helpers make minor vehicle repairs and keep vehicle in good working order.

\*(Nominal cargo capacity means an actual cargo capacity of plus or minus 5% of the stated capacity rounded to the nearest whole cubic foot.)"

	OF WAGE DETERMINATIO	NS UNDER   U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the	Secretary of Labor	WAGE AND HOUR DIVISION
-		WASHINGTON D.C. 20210
		Wage Determination No.: 1982-0208
Daniel W. Simms	Division of	Revision No.: 80
Director	Wage Determinations	Date Of Last Revision: 03/03/2021
	1	

Note: Under Executive Order (EO) 13658 an hourly minimum wage of \$10.95 for calendar year 2021 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1 2015. If this contract is covered by the EO the contractor must pay all workers in any classification listed on this wage determination at least \$10.95 per hour (or the applicable wage rate listed on this wage determination if it is higher) for all hours spent performing on the contract in calendar year 2021. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

States: Guam Hawaii

Area: Guam Statewide

Hawa**ii** Statewide

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

Employed on contracts for mail hauling and delivery within the state.

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
(not set) - Driver/Caser	(see 1)	15.28
(not set) - Tractor Trailer Driver	(see 2)	20.78
(not set) - Truck Driver	(see 2)	20.78
(not set) - Light Vehicle Driver	(see 1)	14.60

Note: Executive Order (EO) 13706 Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1 2017. If this contract is covered by the EO the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness injury or other health-related needs including preventive care; to assist a family member (or person who is like family to the employee) who is ill injured or has other health-related needs including preventive care; or for reasons resulting from or to assist a family member (or person who is like family to the employee) who is the victim of domestic violence sexual assault or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

#### ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor 3 weeks after 10 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. (See 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) HEALTH & WELFARE: \$4.54 per hour or \$181.60 per week or \$786.93 per month

HEALTH & WELFARE EO 13706: \$4.22 per hour or \$168.80 per week or \$731.47 per month

(Hawaii): \$1.94 per hour or \$77.60 per week or \$336.27 per month for all employees on whose behalf the contractor provides health care benefits pursuant to the Hawaii prepaid Health Care Act. For those employees who are not receiving health care benefits mandated by the Hawaii prepaid Health Care Act the new health and welfare benefit rate will be \$4.54 per hour.

HEALTH & WELFARE (Hawaii) EO 13706: \$1.63 per hour or \$65.20 per week or \$282.53 per month for all employees on whose behalf the contractor provides health care benefits pursuant to the Hawaii prepaid Health Care Act. For those employees who are not receiving health care benefits mandated by the Hawaii prepaid Health Care Act the new health and welfare benefit rate will be \$4.22 per hour.

2) HEALTH & WELFARE: \$5.16 per hour

NOTE: The fringe benefits listed in this determination are based on a standard 8- hour workday an 40-hour work week. Cash equivalent fringe benefits may be paid in accordance with the principles discussed in Subpart B of Regulations 29 CFR Part 4.

VACATION AND HOLIDAY PAYMENTS:

Regardless of the number of hours in an employee's scheduled workday or work week holiday pay for one day is not required to exceed the equivalent of eight hours pay and vacation pay for one week is not required to exceed the equivalent of 40 hours 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 (Revision 1) dated September 2015 unless otherwise indicated.

## \*\* OCCUPATIONS NOT INCLUDED IN THE SCA DIRECTORY OF OCCUPATIONS \*\*

## Driver/Caser

Drives motor powered vehicle to make box delivery of mail often along a designated route picks up and transports collection mail left in boxes or receptacles. May also sort mail for delivery to boxes along the route incidentally transports collection mail left in boxes or receptacles. May also sort mail for delivery to boxes along the route incidentally transport mail to or between postal or other designated facilities make minor vehicle repairs and keep vehicle in good working order.

## Light Vehicle Driver

Drives motor powered vehicle with a nominal cargo capacity of 600 cubic feet or less and with a GVW rating under 10001 pounds GVWR or less to transport mail often along a designated route to or between designated postal or other facilities. May also pickup and transport collection mail load and unload vehicle with or without helpers make minor vehicle repairs and keep vehicle in good working order.

## Tractor Trailer Driver

Drives motor powered tractor-trailer combination to transport mail often along a designated route to or between designated postal or other facilities. May also load and unload vehicle with or without helpers make minor vehicle repairs and keep vehicle in good working order.

## Truck Driver

Drives motor powered truck other than tractor-trailer with a nominal\* cargo capacity of 333 cubic feet or more or with a gross volume weight of 10000 pounds or more to transport mail often along a designated route to or between designated postal or other facilities. May also pickup and transport mail load and unload truck with or without helpers make minor vehicle repairs and keep vehicle in good working order.

\*(Nominal cargo capacity means an actual cargo capacity of plus or minus 5% of the

stated capacity rounded to the nearest whole cubic foot.)"

THE SERVICE	OF WAGE DETERMINATION CONTRACT ACT   Secretary of Labor   	IS UNDER   U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON D.C. 20210
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	l	
		Wage Determination No.: 1982-0209
Daniel W. Simms	Division of	Revision No.: 73
Director	Wage Determinations	Date Of Last Revision: 03/03/2021

Note: Under Executive Order (EO) 13658 an hourly minimum wage of \$10.95 for calendar year 2021 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1 2015. If this contract is covered by the EO the contractor must pay all workers in any classification listed on this wage determination at least \$10.95 per hour (or the applicable wage rate listed on this wage determination if it is higher) for all hours spent performing on the contract in calendar year 2021. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

States: Puerto Rico Virgin Islands

Area: Puerto Rico Statewide

Virgin Islands Statewide

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

Employed on contracts for mail hauling and delivery services.

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
(not set) - Driver/Caser		12.38
(not set) - Tractor Trailer Driver		13.84
(not set) - Truck Driver		13.84
(not set) - Light Vehicle Driver		11.68

Note: Executive Order (EO) 13706 Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1 2017. If this contract is covered by the EO the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness injury or other health-related needs including preventive care; to assist a family member (or person who is like family to the employee) who is ill injured or has other health-related needs including preventive care; or for reasons resulting from or to assist a family member (or person who is like family to the employee) who is the victim of domestic violence sexual assault or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.54 per hour up to 40 hours per week or \$181.60 per week or \$786.93 per month

HEALTH & WELFARE EO 13706: \$4.22 per hour up to 40 hours per week or \$168.80 per week or \$731.47 per month\*

\*This rate is to be used only when compensating employees for performance on an SCAcovered contract also covered by EO 13706 Establishing Paid Sick Leave for Federal Contractors. A contractor may not receive credit toward its SCA obligations for any paid sick leave provided pursuant to EO 13706.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years and 4 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 4.174)

NOTE: The fringe benefits listed in this determination are based on a standard 8- hour workday an 40-hour work week. Cash equivalent fringe benefits may be paid in accordance with the principles discussed in Subpart B of Regulations 29 CFR Part 4.

VACATION AND HOLIDAY PAYMENTS:

Regardless of the number of hours in an employee's scheduled workday or work week holiday pay for one day is not required to exceed the equivalent of eight hours pay and vacation pay for one week is not required to exceed the equivalent of 40 hours 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.

\*\* SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS \*\*

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations" Fifth Edition (Revision 1) dated September 2015 unless otherwise indicated.

\*\* OCCUPATIONS NOT INCLUDED IN THE SCA DIRECTORY OF OCCUPATIONS \*\*

Driver/Caser

Drives motor powered vehicle to make box delivery of mail often along a designated

route picks up and transports collection mail left in boxes or receptacles. May also sort mail for delivery to boxes along the route incidentally transports collection mail left in boxes or receptacles. May also sort mail for delivery to boxes along the route incidentally transport mail to or between postal or other designated facilities make minor vehicle repairs and keep vehicle in good working order.

## Light Vehicle Driver

Drives motor powered vehicle with a nominal cargo capacity of 600 cubic feet or less and with a GVW rating under 10001 pounds GVWR or less to transport mail often along a designated route to or between designated postal or other facilities. May also pickup and transport collection mail load and unload vehicle with or without helpers make minor vehicle repairs and keep vehicle in good working order.

## Tractor Trailer Driver

Drives motor powered tractor-trailer combination to transport mail often along a designated route to or between designated postal or other facilities. May also load and unload vehicle with or without helpers make minor vehicle repairs and keep vehicle in good working order.

## Truck Driver

Drives motor powered truck other than tractor-trailer with a nominal\* cargo capacity of 333 cubic feet or more or with a gross volume weight of 10000 pounds or more to transport mail often along a designated route to or between designated postal or other facilities. May also pickup and transport mail load and unload truck with or without helpers make minor vehicle repairs and keep vehicle in good working order.

\*(Nominal cargo capacity means an actual cargo capacity of plus or minus 5% of the stated capacity rounded to the nearest whole cubic foot.)"

THE SERVICE (	OF WAGE DETERMINATION CONTRACT ACT   Secretary of Labor     	IS UNDER   U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON D.C. 20210
Daniel W. Simms Director	Division of	Wage Determination No.: 1987-0310 Revision No.: 76 Date Of Last Revision: 03/03/2021

Note: Under Executive Order (EO) 13658 an hourly minimum wage of \$10.95 for calendar year 2021 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1 2015. If this contract is covered by the EO the contractor must pay all workers in any classification listed on this wage determination at least \$10.95 per hour (or the applicable wage rate listed on this wage determination if it is higher) for all hours spent performing on the contract in calendar year 2021. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

This wage determination covers the Northeastern States which includes all portions of the following states not listed below: Connecticut Maine Massachusetts New Hampshire New Jersey New York Rhode Island and Vermont.

MA: Boston - Springfield - Hartford Area: Connecticut: Counties of Hartford Middlesex and Tolland Massacusetts: Counties of Essex Hampden Hampshire Middlesex Norfolk Plymouth and Suffolk.

NY: New York City Area: New Jersey: Counties of Essex Hudson Morris and Union New York: New York City (Bronx Kings New York Queens and Richmond) and Counties of Nassau Rockland Suffolk and Westchester.

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

Employed on contracts for all mail hauling services for which the ""headout"" point is with in the named locality.

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
(not set) - Driver/Caser	(see 1)	15.37
(not set) - Tractor Trailer Driver	(see 2)	
All locations unless otherwise designated		23.67
MA: Boston-Springfield-Hartford Area		25.59
NY: New York City Area		26.74
(not set) - Truck Driver	(see 2)	
All locations unless otherwise designated		23.20
MA: Boston-Springfield-Hartford Area		24.98
NY: New York City Area		26.27
(not set) - Light Vehicle Driver	(see 1)	18.28

Note: Executive Order (EO) 13706 Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1 2017. If this contract is covered by the EO the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness injury or other health-related needs including preventive care; to assist a family member (or person who is like family to the employee) who is ill injured or has other health-related needs including preventive care; or for reasons resulting from or to assist a family member (or person who is like family to the employee) who is the victim of domestic violence sexual assault or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor 3 weeks after 10 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. (See 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<sup>•</sup> 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) HEALTH & WELFARE: \$4.54 per hour up to 40 hours per week or \$181.60 per week or \$786.93 per month

HEALTH & WELFARE EO 13706: \$4.22 per hour up to 40 hours per week or \$168.80 per week or \$731.47 per month\*

\*This rate is to be used only when compensating employees for performance on an SCAcovered contract also covered by EO 13706 Establishing Paid Sick Leave for Federal Contractors. A contractor may not receive credit toward its SCA obligations for any paid sick leave provided pursuant to EO 13706.

2) HEALTH & WELFARE: \$5.32 per hour

NOTE: The fringe benefits listed in this determination are based on a standard 8- hour workday an 40-hour work week. Cash equivalent fringe benefits may be paid in accordance with the principles discussed in Subpart B of Regulations 29 CFR Part 4.

HEALTH & WELFARE & PENSION PAYMENTS:

These payments are due on all hours ""paid for"" up to a maximum 40 hours per week. Such benefits do not stop but continue to accrue and are paid to employees while on sick leave holiday vacation etc. For example:

a. An employee who works four days 40 hours per week is entitled to 40 hours of health & welfare and pension payments. If an employee works three days 12 hours per day then such employee is entitled to 36 hours of health and welfare and pension benefits.

b. An employee who works 32 hours and also receives eight hours of holiday pay is entitled to the maximum of 40 hours of health & welfare and pension payments in that work week. If the employee works more than 32 hours and also receives eight hours of holiday pay the employee is still only entitled to the maximum of 40 hours of health and welfare and pension payments.

c. If an employee is off work for two weeks on vacation and receives 80 hours of vacation pay the employee must also receive 80 hours of health and welfare and pension benefits during the vacation period. However if an employee is entitled to two weeks paid vacation but does not take a vacation and works the full 52 weeks in the year the employee is entitled to 54 weeks of pay during the year (i.e. 52 weeks for work plus two weeks vacation pay) but is due health and welfare and pension payments for only 52 weeks during the year.

#### \*\* 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.

## \*\* SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS \*\*

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations" Fifth Edition (Revision 1) dated September 2015 unless otherwise indicated.

\*\* OCCUPATIONS NOT INCLUDED IN THE SCA DIRECTORY OF OCCUPATIONS \*\*

## Driver/Caser

Drives motor powered vehicle to make box delivery of mail often along a designated route picks up and transports collection mail left in boxes or receptacles. May also sort mail for delivery to boxes along the route incidentally transports collection mail left in boxes or receptacles. May also sort mail for delivery to boxes along the route incidentally transport mail to or between postal or other designated facilities make minor vehicle repairs and keep vehicle in good working order.

## Light Vehicle Driver

Drives motor powered vehicle with a nominal cargo capacity of 600 cubic feet or less and with a GVW rating under 10001 pounds GVWR or less to transport mail often along a designated route to or between designated postal or other facilities. May also pickup and transport collection mail load and unload vehicle with or without helpers make minor vehicle repairs and keep vehicle in good working order.

## Tractor Trailer Driver

Drives motor powered tractor-trailer combination to transport mail often along a designated route to or between designated postal or other facilities. May also load and unload vehicle with or without helpers make minor vehicle repairs and keep vehicle in good working order.

## Truck Driver

Drives motor powered truck other than tractor-trailer with a nominal\* cargo capacity of 333 cubic feet or more or with a gross volume weight of 10000 pounds or more to transport mail often along a designated route to or between designated postal or other facilities. May also pickup and transport mail load and unload truck with or without helpers make minor vehicle repairs and keep vehicle in good working order.

\*(Nominal cargo capacity means an actual cargo capacity of plus or minus 5% of the stated capacity rounded to the nearest whole cubic foot.)"



# **Management Instruction**

# Screening Highway Transportation Contractor Personnel

This Management Instruction (MI) revises standard operating procedures for screening highway transportation contractors and suppliers and their personnel to determine their eligibility to access the U.S. Mail<sup>®</sup> and mail processing facilities. The MI also revises the standard operating procedures for the drug screening requirement of contract delivery service (CDS) drivers and combination route drivers.

# 11 Policy

## 111 General

As part of its strategy to optimize transportation and distribution networks, the Postal Service<sup>™</sup> entrusts highway transportation contractor personnel to handle mail and operate vehicles on its behalf. Postal Service policy requires that all such contractor personnel be screened to determine their eligibility as drivers and to allow them access to the mail and mail-processing facilities.

## 112 **Scope**

This MI applies to all Postal Service highway transportation suppliers and their personnel, including part-time personnel and subcontractors, whose duties and responsibilities involve driving vehicles or require access to Postal Service facilities or to the mail.

# 12 Authority

## 121 Responsibilities

Administrative Official: The administrative official for the contract is responsible for obtaining screening information from highway transportation suppliers on contractor personnel and for verifying their eligibility. The administrative official is a Postal Service official designated by the manager, Distribution Networks (for transportation routes) or the District manager (for CDS routes) to supervise and administer the performance of mail transportation and related services by suppliers. Each contract names the responsible administrative official. The administrative official must cooperate fully with the manager, Transportation Contracts, in administering the contracts so that the Postal Service receives the best possible service and contract

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William R Billiga

William R. Gilligan, Jr. Chief Postal Inspector, Postal Inspection Service

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performance. For matters involving the contract, the administrative official is responsible directly to the manager, Transportation Contracts.

**Manager, Transportation Contracts:** Only contracting officers have the authority to enter into, terminate, and modify contracts for highway mail transportation and related services. The manager, Transportation Contracts, in each Distribution Networks Office holds a contracting officer warrant appointment. There may be one or more individuals on that manager's staff, as well as individuals within the Surface Transportation Category Management Center, who have also been issued a contracting officer warrant and who may enter into, terminate, or modify highway transportation contracts.

**District Manager:** The District manager or designee must provide the necessary support for administrative officials charged with day-to-day management of contract delivery operations.

**Postmasters:** Postmasters must notify the Postal Inspection Service of any criminal activity or charges about a driver who has been issued a security clearance (see section 131). Denials based on criminal activity are issued by the Postal Inspection Service not by the contracting officer or administrative official.

**Postal Inspection Service:** The Postal Inspection Service is responsible for reviewing screening information on highway transportation suppliers and their contractor personnel, as verified by administrative officials, and determining if access to the mail and Postal Service facilities should be granted. An appeal review committee, selected by the Postal Inspection Service, is responsible for considering appeals following a security clearance denial issued by the Inspection Service.

**Manager, Surface Transportation CMC, Headquarters:** One of the duties of the manager, Surface Transportation CMC, Headquarters, is responsibility for considering appeals following denials of access issued by contracting officers.

# 122 Requirements

Highway transportation suppliers, suppliers' personnel, and subcontractors' personnel who transport mail or who are allowed access to Postal Service operational areas must receive nonsensitive clearances. Pending clearance, a temporary photo ID badge, PS Form 5139, *Non-Postal Service Temporary Employee*, allows such access. Once clearance is obtained, a photo ID badge, PS Form 5140, *Non-Postal Service Contract Employee*, allows access to mail and mail-processing facilities.

The Electronic Barcoding System (EBCS) does not produce a barcode for an ID badge unless the contact driver has been granted a nonsensitive clearance.

## 123 Riders in Vehicles

While performing their contractual duties, suppliers, subcontractors, and their personnel may not transport in their vehicles individuals who do not have a security clearance.

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# 13 Supplier Responsibilities

At contract award, renewal, and thereafter, the supplier must identify to the administrative official all individuals who require access to Postal Service facilities or the mail or who have authority to drive. This information must be provided before any individual begins work on a contract and must be updated as necessary during the term of the contract.

The administrative official provides the following items and forms to the supplier or the supplier's personnel. The supplier must ensure that the forms are completed as specified in  $\underline{1}$  through  $\underline{6}$  and submitted to the administrative official:

- 1. PS Form 2025, *Contract Personnel Questionnaire*, [two original forms; one form is retained by the administrative official, and one form is forwarded to the Postal Inspection Service Security Investigations Service Center (SISC) in Memphis, TN]:
  - a. The applicant must address each item on the form.
  - b. The applicant must provide residence (item 15) and employment (item 16) for the past 5 years. No gaps are allowed. List periods of unemployment. Provide information in a month/year format (e.g., 09/2009).
  - c. If the applicant answers "Yes" to questions 21a through 21e and 22, then he or she must explain the responses. Provide the date, place, court location, charge, and disposition on the attached sheet.
  - d. The applicant must read the "Warning" and sign and date the form under "Certification." The supplier or representative must sign and date the form below the applicant's signature.
- PS Form 2181-C, Authorization and Release Background Investigation, (one original form): Applicants must give their complete residential address, including city, state, and ZIP+4<sup>®</sup>. The form must be signed and dated by the applicant within 1 year of submission to the administrative official.
- 3. Form FD 258, Fingerprint Card:
  - a. An experienced provider should take fingerprints electronically or manually. Forms FD 258 must be signed and dated by the person taking the fingerprints.
  - b. Take manual prints using black ink only, and distribute the ink evenly on the inking slab.
  - c. Submit photocopies of electronic fingerprints in lieu of Forms FD 258 if the fingerprints can not be printed or photocopied onto Forms FD 258.
  - d. Impressions must be recorded in a format acceptable by the FBI (see www.fbi.gov/hg/cjisd/takingfps.html).
  - e. Notate any amputations or deformities in the individual finger block.

- f. If a physical condition makes it impossible to obtain perfect impressions, attach documentation to the card explaining the circumstances.
- g. Include in the "Reason Fingerprinted" block the Postal Service contract number.
- h. Include in the "Employer" and "Address" blocks the name and address of the supplier, not the applicant.
- 4. Current Driving Record, Motor Vehicle Record (one original form):
  - a. Highway contract route suppliers and suppliers' personnel with driving responsibilities must submit a current driving record to the administrative official. They must provide a 5-year driving record, except those who are in states that issue only 3-year driving records.
  - b. For drivers in states that issue either 3-year or 7-year driving records, the driver must provide a 7-year record to obtain a 5-year history. The driving record must specify the time period covered.
  - c. A driver must obtain a driving record from all states of residence within the last 5 years unless the driver possesses a commercial driver's license (CDL) class A or B. The driving record must be dated no more than 30 days before the date it is submitted to the administrative official.
- 5. Include two passport-size photos (full-face, color photos, 1 1/4 inches by 1 1/4 inches) for PS Forms 5139 and 5140. Do not send photos to the Inspection Service.

*Note:* The supplier is responsible for recovering and returning ID badges to the Postal Service when an employee is separated.

- 6. Drug Screening. The drug screening requirements of this MI apply to CDS drivers only. Suppliers must provide certification that each driver has passed a screening test for cocaine, marijuana, amphetamine/methamphetamine, opiates, and phencyclidine; the Substance Abuse and Mental Health Services Administration (SAMHSA) has identified these as the five most-abused substances. The screening test must be performed by a SAMHSA-approved, certified laboratory and must meet the cut-off levels established by SAMHSA. The certified laboratory report must include the following:
  - a. Name of the applicant.
  - b. Name of the institution that performed the test.
  - c. Name of the agency that certified the laboratory.
  - d. Date of the test (within 90 days of the submission of the results).
  - e. Negative results of the test.

More information about SAMSHA labs can be obtained by accessing its Web site at: <u>http://workplace.samhsa.gov/DrugTesting/Level\_1\_</u> Pages/CertifiedLabs.aspx.

The supplier forwards the certified laboratory report and other security clearance documents (see 13.1–13.4) to the administrative official. The administrative official reviews the documents and forwards the forms to the SISC for processing.

# 131 Disqualifying Factors

## 131.1 Access to the U.S. Mail and Postal Service Facilities

Applicants will not be allowed access to Postal Service facilities or the mail under the following circumstances:

- 1. If they are the subject of an outstanding warrant.
- 2. If they have been convicted of illegally using, possessing, selling, or transferring controlled substances within the past 5 years.
- 3. If they have been convicted of a felony criminal charge within the past 5 years.
- 4. If they have been convicted of offenses involving dishonesty, moral turpitude, financial gain, or assault within the past 5 years.
- 5. If they are on parole, probation, under a suspended sentence, or have pending charges for any criminal activity listed in items 2, 3, or 4.
- 6. If there is an established pattern of criminal conduct that could undermine the efficiency of the Postal Service or the safety of its employees.
- 7. If they have been convicted of, under investigation for, or under indictment for stealing mail or other postal crimes.

*Note:* Other postal crimes may include a cease and desist order for a mail fraud activity, a temporary restraining order, or a final restraining order for mail fraud activity.

Applicants may not be allowed access to the mail or to Postal Service facilities if the Postal Service is unable to obtain results from a criminal history inquiry through local agencies (in this preferred order: state, county, city) where the applicant resided and was employed during the 5-year period before submitting the application.

If the applicant is not a U.S. citizen, he or she must be legally authorized to work in the United States and must have resided continuously in the United States for 5 years prior to submitting an application. The applicant must include his or her resident alien number on PS Form 2025, Block 19c. The Postal Service will not grant an applicant access to the mail or to Postal Service facilities if a full 5-year criminal history cannot be obtained for the applicant.

The Inspector in Charge, Security and Crime Prevention, may consider exceptions on a case-by-case basis.

## 131.2 Additional Grounds for Denial of Access to the Mail and Postal Service Facilities

The Postal Inspection Service may deny or revoke an individual's nonsensitive clearance based on information gathered during either the initial investigation or during an investigation to update a clearance. Denial or revocation may be based on an appraisal of circumstances surrounding serious incidents involving the individual, related to the following, regardless of when the incident occurred:

1. Refusal to furnish information pursuant to applicable laws, rules, and regulations that would aid in determining qualifications for a security clearance.

- 2. Dismissal from prior employment for cause.
- 3. Intentional false statements, deception, or fraud in an application for clearance or in a submission of information furnished incidental to a contract with the Postal Service.
- 4. Habitual use of intoxicating beverages or drinking to excess.
- 5. Use of narcotics or dangerous drugs.
- 6. Any other circumstance that makes the individual unfit to do business with the Postal Service.

# 131.3 Eligibility to Drive

Applicants whose driving records reflect offenses or patterns noted in Exhibit 131.3 will not be allowed to drive under a Postal Service contract. A driver must be at least 18 years old and have 2 years' driving experience.

## Exhibit 131.3

## **Driver Disqualifications**

#### **General Disqualifying Factors**

- 1. Applicant lacks adequate driving experience on the type of terrain and in the type of weather to be experienced on the route.
- 2. Applicant is not 18 years old and does not have 2 years of driving experience.
- 3. Applicant has a pending proceeding for suspension of driver's license or has had his or her license suspended for any moving violation within the last 3 years.
- 4. Applicant has had his or her driver's license revoked for other than administrative reasons within the last 5 years.
- 5. Applicant has pending a driving under the influence (DUI).

## **Specific Disqualifying Factors**

	More than the indicated number of convictions within the last:	
Type of Violation	3 years	5 years
Reckless or careless driving.	1	2
Any driving conviction involving use of drugs, alcohol, or other controlled substances.	0 (none permitted)	0 (none permitted)
Any driving conviction involving drugs, alcohol, or other controlled substances while operating a vehicle under Postal Service contract.	0 (none permitted)	0 (none permitted)
At-fault accidents (i.e., accidents for which the driver was convicted of a moving violation).	2 or any at-fault accident resulting in a fatality.	2 or any at-fault accident resulting in a fatality.
Leaving the scene of an accident.	0 (none permitted)	0 (none permitted)
All other moving traffic offenses (includes speeding violations).	3 (or more than 1in the last year)	5 (or 3 or more for the same offense)

	More than the indicated number of convictions within the last:	
Type of Violation	3 years	5 years

#### Notes:

For the purpose of determining disqualifying violations, the Postal Inspection Service considers only offenses for which there was a conviction, except for pending DUIs.

Timeframes for disqualification are measured from the date of the offense, not from the date of the conviction.

The "3 years" column applies only if the 5-year driving record is unavailable.

## 132 **Report of Recent Arrests or Convictions**

Suppliers must report to the administrative official any arrests or convictions that fall within the criteria of the disqualifying factors stated in 131 or that occur during the contract term. The administrative official must immediately advise the SISC in Memphis. The SISC issues all denials based upon criminal activity.

# 14 Collection and Submission of Documentation and File Retention

On receipt of the documents listed in 13, the administrative official takes the following steps:

- 1. Date stamps and reviews each form for completeness and accuracy against the standards listed in 131.
- 2. Signs and dates the Postal Service signature block at the bottom of PS Form 2025.
- 3. Determines whether any factor in Exhibit 131.3 disqualifies the applicant. If the applicant is disqualified by any factors in the exhibit, no PS Form 5139 will be issued and the documentation will be returned to the supplier with an explanation for the disqualification. The documentation will not be submitted to the SISC for processing.
- 4. Issues PS Form 5139 to the applicant, if he or she is not disqualified.
- 5. Annotates both PS Forms 2025 to reflect the date the temporary ID badge is issued and retains one original PS Form 2025 for the file.
- 6. Within 5 business days, forwards the information in 6a through 6f to the following address:
   POSTAL INSPECTION SERVICE
   MEMPHIS SISC
   225 N HUMPHREYS BLVD 4TH FL SOUTH

MEMPHIS TN 38161-0008

a. Transmittal cover sheet (for HCR/CDS personnel). The cover sheet includes the administrative official's name, telephone number, facility name, mailing address, e-mail address, and a notation if the applicant is a nondriving contract employee.

- b. One original PS Form 2025.
- c. One original PS Form 2181-C.
- d. Two original Forms FD-258 (or electronic photocopies).
- e. Original driving record (when required).
- f. Drug screening report (when required).

For maintaining files, the administrative official must do the following:

- 1. Maintain screening files in a locked filing cabinet.
- 2. Keep all files in alphabetical order by the contract employee's last name and divide files into active and inactive categories (the inactive category applies to contractor personnel who are no longer driving).
- 3. Retrieve the ID badge of a separated contract employee and move the contract employee's file to the inactive file.
- 4. Notate the file and notify the local Inspection Service office if an ID badge cannot be retrieved. The supplier is responsible for recovering and returning ID badges to the Postal Service when a supplier or supplier's personnel is separated.

Retain inactive files, including PS Form 5140, for 1 year from the date of separation. After 1 year, destroy the files.

# 15 Inspection Service Review

When the Postal Inspection Service Security Unit at the Memphis SISC receives an applicant's clearance package with the forms listed in 14, items 6a through f, the unit performs the following actions and checks:

- 1. Enters the applicant's name and other identifiers into the security clearance tracking system (SCTS).
- 2. Carefully reviews each form or document in the package for completeness. If items are missing or any of the forms are incomplete (e.g., gaps in residence or employment on PS Form 2025), returns the entire package to the administrative official for correction and resubmission.
- 3. Performs the following checks for each complete package:
  - a. An NCIC wants or warrants inquiry.
  - b. A query of the Inspection Service and Office of Inspector General law enforcement databases for prior activity.
  - c. A 5-year criminal search on all locations where the applicant lived and worked in the prior 5 years.
  - d. Submission of a fingerprint card to the FBI for comparison with its database.
- 4. If the FBI determines that the fingerprints are unclassifiable, the Postal Inspection Service sends a letter to the administrative official requesting another set of prints (two cards). If new fingerprints are not received within 30 days, the Postal Inspection Service closes the case and a clearance will *not* be granted. The Postal Inspection Service instructs the administrative official to retrieve the temporary badge and deny the applicant access to the U.S. Mail and Postal Service facilities.

- 5. A security specialist reviews the fingerprint report from the FBI and determines whether the applicant meets any of the disqualifying factors. If none, the applicant is issued a nonsensitive clearance. An e-mail is sent to the administrative official listed on the transmittal cover sheet, notifying him/her that a nonsensitive clearance has been granted. If no e-mail address is available, the transmittal cover sheet for HCR/CDS personnel is stamped "Nonsensitive Clearance Granted," dated, and returned to the administrative official. On receipt of the clearance notification, the administrative official retrieves PS Form 5139 and issues PS Form 5140, with an expiration date of 4 years from the date of the nonsensitive clearance. The administrative official destroys PS Form 5139.
- 6. If a Nonsensitive clearance is granted, the EBCS ID number is included with the clearance notification.
- 7. If the Postal Inspection Service finds that an applicant is ineligible for a nonsensitive clearance, it sends a letter to the administrative official denying the clearance and indicating the reason for denial. The administrative official provides the denial letter to the supplier (via Certified Mail<sup>™</sup>, Return Receipt Requested). The Postal Inspection Service provides a copy of all denial letters to the appropriate contracting officer (Transportation office).
- 8. Enters the clearance and denial information into the Postal Inspection Service database.
- 9. Applicants can call the Inspection Service HCR status line at: 901-747-7713 to check the status of the HCR/CDS clearance.

# 16 Access

## 161 Approving Access

On notification from the Postal Inspection Service that a nonsensitive clearance has been granted, the administrative official retrieves PS Form 5139 and issues PS Form 5140. The expiration date on PS Form 5140 is 4 years from the nonsensitive clearance date. Contractor personnel must display the ID badge on their outer garments in a visible manner when on Postal Service property.

## 162 Denying Access

Upon receipt of a letter from the Postal Inspection Service stating that a clearance has been denied, the administrative official does the following:

- 1. Provide the supplier and applicant a copy of the denial letter (Certified Mail, Return Receipt Requested).
- 2. Retrieve PS Form 5139 from the applicant and destroy the temporary photo-ID badge.
- 3. Deny the applicant access to the U.S. Mail and Postal Service facilities.
- 4. Notify all dock personnel.

5. Notify the contracting officer.

## 162.1 Denying Access After Initial Clearance

The contracting officer determines when a supplier or contract supplier personnel access to the mail and facilities may be denied, based on a disqualifying event in the course of contract performance. If the disqualifying event involves criminal activity, the SISC should be notified immediately so a denial letter can be issued. The contracting officer makes such determinations on the advice of administrative officials or other affected Postal Service personnel, following appropriate investigation and inquiry.

On determining that it is in the Postal Service's best interest to deny a supplier or contract supplier personnel access to the mail and facilities based upon contract performance or other noncriminal issues, the contracting officer provides the supplier and the contract supplier personnel a denial letter (Certified Mail, Return Receipt Requested), with information on their right of appeal, to the Manager, Surface Transportation CMC, Headquarters, Washington DC. The contracting officer provides a copy of the denial letter to the Inspection Service, SISC, and the administrative official, who performs the following actions:

- 1. Retrieves and destroys the individual's ID badge.
- 2. Notifies all dock personnel.
- 3. Denies the applicant access to the U.S. Mail and Postal Service facilities.

## 162.2 Contracting Officer Responsibilities

The contracting officer is responsible for determining whether access to the mail and facilities should be denied to suppliers or their personnel, based on information supplied by personnel, the administrative official, or from other Postal Service sources. The denial is based on events that occur at facilities involving suppliers or their personnel who have already been screened by the Postal Inspection Service.

If access is denied, the contracting officer provides to the Inspection Service SISC, the supplier, and the supplier's personnel, the denial letter (Certified Mail, Return Receipt Requested), including information concerning the appeal rights, to the Manager, Surface Transportation CMC, Headquarters, Washington DC.

# 17 Reconsideration

## 171 Appeal Process Related to the Inspection Service Investigation and Appeal Review Committee

A supplier or its personnel who have been denied access may appeal a decision to deny access made by the Postal Inspection Service's SISC by sending a letter to the Inspector in Charge, Security, Washington

DC, within 6 weeks of the date of the denial letter. The letter must contain the following information:

- 1. A statement that reconsideration of the decision is requested and the basis on which it is sought.
- 2. Additional information on the appellant's behalf, including certified copies of any pertinent court documents.
- 3. A copy of the denial letter.

The Inspector in Charge, Security, refers the appeal to the Appeal Review Committee. The committee does the following:

- 1. Obtain the appellant's file from the Postal Inspection Service's Memphis SISC.
- 2. Solicit additional written input as needed from the appellant and the contracting officer.
- 3. Issue a decision letter about the appeal to the supplier and the contract supplier, with copies sent to the contracting officer and the Postal Inspection Service's Memphis SISC.

## 172 Appeal Process Related to the Investigation of a Contracting Officer

Through his or her employer, a supplier's personnel may appeal a decision to deny access made by the contracting officer by sending a letter to the contracting officer. The letter must contain the following information:

- 1. A statement that reconsideration of the decision is requested and the basis on which it is sought.
- 2. Additional information on the appellant's behalf.
- 3. A copy of the denial letter.

The contracting officer refers the appeal, with the file involving the denial decision, to the Manager, Surface Transportation CMC, Headquarters, Washington, DC, who does the following:

- 1. Solicit additional written input as needed from the appellant and the contracting officer.
- 2. Issue a decision letter on the appeal to the supplier and the supplier's personnel, with copies sent to the contracting officer and the Postal Inspection Service's Memphis SISC.

# 18 Re-screening

The Postal Inspection Service processes all contractor personnel rescreenings. Suppliers and their personnel must be re-screened at least once every 4 years. Security clearances are specific to individuals (not contracts); the 4-year re-screening may or may not occur at the time the contract is renewed.

Suppliers' personnel must complete and submit all forms specified in 13, including drug screening certification, with the exception of Form FD 258 to the administrative official.

The administrative official and the Postal Inspection Service's Memphis SISC process the forms as described in 14, 15, and 16. Destroy old PS Form 5140 (permanent ID badges).

## 19 Special Circumstances

## 191 Highway Contract Transportation Employees Used During Emergencies

When suppliers' personnel are used on an emergency basis, the supplier must complete PS Form 2081, *Contractor Employee Assignment Notification,* for each employee and submit the form to the administrative official.

The administrative official provides the contract employee with PS Form 5139 and retrieves the form at the end of the emergency. If the emergency extends beyond 15 days, the screening procedures outlined in 13 through 16 must be performed for each emergency contract employee.

## 192 Highway Contractor Personnel Separated Within 1 Year

Security clearances apply to an individual, not a contract. If a driver who has been separated works for another supplier within 1 year of the date of separation, the current supplier must provide the administrative official with an updated PS Form 2025 and a motor vehicle record. The administrative official forwards the information to the Postal Inspection Service, noting any changes on the transmittal cover sheet. A Form FD 258 is required if the driver has never been screened by the Postal Inspection Service.

If more than 1 year has elapsed since a driver separated from a supplier and is hired by another supplier, the driver is considered a new driver and the instructions in 13 apply.

# 20 Forms

The following forms used in the transportation contractor personnel screening process may be obtained from the Postal Inspection Service's Memphis SISC by calling 901-747-7712:

- 1. Transmittal Cover Sheet HCR/CDS Personnel.
- 2. PS Form 2025, Contract Personnel Questionnaire.
- 3. PS Form 2181-C, Authorization and Release Background Investigation.
- 4. Form FD 258, *Fingerprint Card.*

PS Forms 2025 and 2181-C may be obtained online at the Postal Service's intranet site. Go to <u>http://blue.usps.gov;</u> under "Essential Links" click *PolicyNet*. Click *Forms*.

Contractor badges, PS Forms 5139 and 5140 may be ordered from the Topeka Material Distribution Center. To register, call 800-332-0317,

option 1, extension 2925, and follow the prompts to leave a message. (Wait 48 hours after registering before placing your first order).

PS 5139	PS 5140
7530-01-000-9721	7530-01-000-9722
6/03	6/03
SH	SH
1	2
N/A	N/A
N/A	N/A
\$0.0340	\$0.0170
	7530-01-000-9721 6/03 SH 1 N/A N/A

Use the following information to order PS Forms 5139 and 5140:



# **Management Instruction**

# Screening Highway Transportation Contractor Personnel

This Management Instruction (MI) revises standard operating procedures for screening highway transportation contractors and suppliers and their personnel to determine their eligibility to access the U.S. Mail<sup>®</sup> and mail processing facilities. The MI also revises the standard operating procedures for the drug screening requirement of contract delivery service (CDS) drivers and combination route drivers.

# 11 Policy

### 111 General

As part of its strategy to optimize transportation and distribution networks, the Postal Service<sup>™</sup> entrusts highway transportation contractor personnel to handle mail and operate vehicles on its behalf. Postal Service policy requires that all such contractor personnel be screened to determine their eligibility as drivers and to allow them access to the mail and mail-processing facilities.

# 112 Scope

This MI applies to all Postal Service highway transportation suppliers and their personnel, including part-time personnel and subcontractors, whose duties and responsibilities involve driving vehicles or require access to Postal Service facilities or to the mail.

# 12 Authority

### 121 **Responsibilities**

Administrative Official: The administrative official for the contract is responsible for obtaining screening information from highway transportation suppliers on contractor personnel and for verifying their eligibility. The administrative official is a Postal Service official designated by the manager, Distribution Networks (for transportation routes) or the District manager (for CDS routes) to supervise and administer the performance of mail transportation and related services by suppliers. Each contract names the responsible administrative official. The administrative official must cooperate fully with the manager, Transportation Contracts, in administering the contracts so that the Postal Service receives the best possible service and contract



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performance. For matters involving the contract, the administrative official is responsible directly to the manager, Transportation Contracts.

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**District Manager:** The District manager or designee must provide the necessary support for administrative officials charged with day-to-day management of contract delivery operations.

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**Manager, Surface Transportation CMC, Headquarters:** One of the duties of the manager, Surface Transportation CMC, Headquarters, is responsibility for considering appeals following denials of access issued by contracting officers.

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Highway transportation suppliers, suppliers' personnel, and subcontractors' personnel who transport mail or who are allowed access to Postal Service operational areas must receive nonsensitive clearances. Pending clearance, a temporary photo ID badge, PS Form 5139, *Non-Postal Service Temporary Employee*, allows such access. Once clearance is obtained, a photo ID badge, PS Form 5140, *Non-Postal Service Contract Employee*, allows access to mail and mail-processing facilities.

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  - a. The applicant must address each item on the form.
  - b. The applicant must provide residence (item 15) and employment (item 16) for the past 5 years. No gaps are allowed. List periods of unemployment. Provide information in a month/year format (e.g., 09/2009).
  - c. If the applicant answers "Yes" to questions 21a through 21e and 22, then he or she must explain the responses. Provide the date, place, court location, charge, and disposition on the attached sheet.
  - d. The applicant must read the "Warning" and sign and date the form under "Certification." The supplier or representative must sign and date the form below the applicant's signature.
- 2. PS Form 2181-C, *Authorization and Release Background Investigation,* (one original form): Applicants must give their complete residential address, including city, state, and ZIP+4<sup>®</sup>. The form must be signed and dated by the applicant within 1 year of submission to the administrative official.
- 3. Form FD 258, Fingerprint Card:
  - a. An experienced provider should take fingerprints electronically or manually. Forms FD 258 must be signed and dated by the person taking the fingerprints.
  - b. Take manual prints using black ink only, and distribute the ink evenly on the inking slab.
  - c. Submit photocopies of electronic fingerprints in lieu of Forms FD 258 if the fingerprints can not be printed or photocopied onto Forms FD 258.
  - d. Impressions must be recorded in a format acceptable by the FBI (see *www.fbi.gov/hg/cjisd/takingfps.html*).
  - e. Notate any amputations or deformities in the individual finger block.

- f. If a physical condition makes it impossible to obtain perfect impressions, attach documentation to the card explaining the circumstances.
- g. Include in the "Reason Fingerprinted" block the Postal Service contract number.
- h. Include in the "Employer" and "Address" blocks the name and address of the supplier, not the applicant.
- 4. Current Driving Record, Motor Vehicle Record (one original form):
  - a. Highway contract route suppliers and suppliers' personnel with driving responsibilities must submit a current driving record to the administrative official. They must provide a 5-year driving record, except those who are in states that issue only 3-year driving records.
  - b. For drivers in states that issue either 3-year or 7-year driving records, the driver must provide a 7-year record to obtain a 5-year history. The driving record must specify the time period covered.
  - c. A driver must obtain a driving record from all states of residence within the last 5 years unless the driver possesses a commercial driver's license (CDL) class A or B. The driving record must be dated no more than 30 days before the date it is submitted to the administrative official.
- 5. Include two passport-size photos (full-face, color photos, 1 1/4 inches by 1 1/4 inches) for PS Forms 5139 and 5140. Do not send photos to the Inspection Service.

*Note:* The supplier is responsible for recovering and returning ID badges to the Postal Service when an employee is separated.

- 6. Drug Screening. The drug screening requirements of this MI apply to CDS drivers only. Suppliers must provide certification that each driver has passed a screening test for cocaine, marijuana, amphetamine/methamphetamine, opiates, and phencyclidine; the Substance Abuse and Mental Health Services Administration (SAMHSA) has identified these as the five most-abused substances. The screening test must be performed by a SAMHSA-approved, certified laboratory and must meet the cut-off levels established by SAMHSA. The certified laboratory report must include the following:
  - a. Name of the applicant.
  - b. Name of the institution that performed the test.
  - c. Name of the agency that certified the laboratory.
  - d. Date of the test (within 90 days of the submission of the results).
  - e. Negative results of the test.

More information about SAMSHA labs can be obtained by accessing its Web site at: <u>http://workplace.samhsa.gov/DrugTesting/Level\_1</u>\_Pages/CertifiedLabs.aspx.

The supplier forwards the certified laboratory report and other security clearance documents (see 13.1–13.4) to the administrative official. The administrative official reviews the documents and forwards the forms to the SISC for processing.

# 131 Disqualifying Factors

#### 131.1 Access to the U.S. Mail and Postal Service Facilities

Applicants will not be allowed access to Postal Service facilities or the mail under the following circumstances:

- 1. If they are the subject of an outstanding warrant.
- 2. If they have been convicted of illegally using, possessing, selling, or transferring controlled substances within the past 5 years.
- 3. If they have been convicted of a felony criminal charge within the past 5 years.
- 4. If they have been convicted of offenses involving dishonesty, moral turpitude, financial gain, or assault within the past 5 years.
- 5. If they are on parole, probation, under a suspended sentence, or have pending charges for any criminal activity listed in items 2, 3, or 4.
- 6. If there is an established pattern of criminal conduct that could undermine the efficiency of the Postal Service or the safety of its employees.
- 7. If they have been convicted of, under investigation for, or under indictment for stealing mail or other postal crimes.

*Note:* Other postal crimes may include a cease and desist order for a mail fraud activity, a temporary restraining order, or a final restraining order for mail fraud activity.

Applicants may not be allowed access to the mail or to Postal Service facilities if the Postal Service is unable to obtain results from a criminal history inquiry through local agencies (in this preferred order: state, county, city) where the applicant resided and was employed during the 5-year period before submitting the application.

If the applicant is not a U.S. citizen, he or she must be legally authorized to work in the United States and must have resided continuously in the United States for 5 years prior to submitting an application. The applicant must include his or her resident alien number on PS Form 2025, Block 19c. The Postal Service will not grant an applicant access to the mail or to Postal Service facilities if a full 5-year criminal history cannot be obtained for the applicant.

The Inspector in Charge, Security and Crime Prevention, may consider exceptions on a case-by-case basis.

### 131.2 Additional Grounds for Denial of Access to the Mail and Postal Service Facilities

The Postal Inspection Service may deny or revoke an individual's nonsensitive clearance based on information gathered during either the initial investigation or during an investigation to update a clearance. Denial or revocation may be based on an appraisal of circumstances surrounding serious incidents involving the individual, related to the following, regardless of when the incident occurred:

1. Refusal to furnish information pursuant to applicable laws, rules, and regulations that would aid in determining qualifications for a security clearance.

- 2. Dismissal from prior employment for cause.
- 3. Intentional false statements, deception, or fraud in an application for clearance or in a submission of information furnished incidental to a contract with the Postal Service.
- 4. Habitual use of intoxicating beverages or drinking to excess.
- 5. Use of narcotics or dangerous drugs.
- 6. Any other circumstance that makes the individual unfit to do business with the Postal Service.

# 131.3 Eligibility to Drive

Applicants whose driving records reflect offenses or patterns noted in Exhibit 131.3 will not be allowed to drive under a Postal Service contract. A driver must be at least 18 years old and have 2 years' driving experience.

#### Exhibit 131.3

#### **Driver Disqualifications**

#### **General Disqualifying Factors**

- 1. Applicant lacks adequate driving experience on the type of terrain and in the type of weather to be experienced on the route.
- 2. Applicant is not 18 years old and does not have 2 years of driving experience.
- 3. Applicant has a pending proceeding for suspension of driver's license or has had his or her license suspended for any moving violation within the last 3 years.
- 4. Applicant has had his or her driver's license revoked for other than administrative reasons within the last 5 years.
- 5. Applicant has pending a driving under the influence (DUI).

#### **Specific Disqualifying Factors**

	More than the indicated number of convictions within the last:		
Type of Violation	3 years	5 years	
Reckless or careless driving.	1	2	
Any driving conviction involving use of drugs, alcohol, or other controlled substances.	0 (none permitted)	0 (none permitted)	
Any driving conviction involving drugs, alcohol, or other controlled substances while operating a vehicle under Postal Service contract.	0 (none permitted)	0 (none permitted)	
At-fault accidents (i.e., accidents for which the driver was convicted of a moving violation).	2 or any at-fault accident resulting in a fatality.	2 or any at-fault accident resulting in a fatality.	
Leaving the scene of an accident.	0 (none permitted)	0 (none permitted)	
All other moving traffic offenses (includes speeding violations).	3 (or more than 1in the last year)	5 (or 3 or more for the same offense)	

	More than the indicated number of convictions within the last:	
Type of Violation	3 years	5 years

#### Notes:

For the purpose of determining disqualifying violations, the Postal Inspection Service considers only offenses for which there was a conviction, except for pending DUIs.

Timeframes for disqualification are measured from the date of the offense, not from the date of the conviction.

The "3 years" column applies only if the 5-year driving record is unavailable.

### **132 Report of Recent Arrests or Convictions**

Suppliers must report to the administrative official any arrests or convictions that fall within the criteria of the disqualifying factors stated in 131 or that occur during the contract term. The administrative official must immediately advise the SISC in Memphis. The SISC issues all denials based upon criminal activity.

# 14 Collection and Submission of Documentation and File Retention

On receipt of the documents listed in 13, the administrative official takes the following steps:

- 1. Date stamps and reviews each form for completeness and accuracy against the standards listed in 131.
- 2. Signs and dates the Postal Service signature block at the bottom of PS Form 2025.
- 3. Determines whether any factor in Exhibit 131.3 disqualifies the applicant. If the applicant is disqualified by any factors in the exhibit, no PS Form 5139 will be issued and the documentation will be returned to the supplier with an explanation for the disqualification. The documentation will not be submitted to the SISC for processing.
- 4. Issues PS Form 5139 to the applicant, if he or she is not disqualified.
- 5. Annotates both PS Forms 2025 to reflect the date the temporary ID badge is issued and retains one original PS Form 2025 for the file.
- 6. Within 5 business days, forwards the information in 6a through 6f to the following address:

POSTAL INSPECTION SERVICE MEMPHIS SISC 225 N HUMPHREYS BLVD 4TH FL SOUTH MEMPHIS TN 38161-0008

a. Transmittal cover sheet (for HCR/CDS personnel). The cover sheet includes the administrative official's name, telephone number, facility name, mailing address, e-mail address, and a notation if the applicant is a nondriving contract employee.

- b. One original PS Form 2025.
- c. One original PS Form 2181-C.
- d. Two original Forms FD-258 (or electronic photocopies).
- e. Original driving record (when required).
- f. Drug screening report (when required).

For maintaining files, the administrative official must do the following:

- 1. Maintain screening files in a locked filing cabinet.
- 2. Keep all files in alphabetical order by the contract employee's last name and divide files into active and inactive categories (the inactive category applies to contractor personnel who are no longer driving).
- 3. Retrieve the ID badge of a separated contract employee and move the contract employee's file to the inactive file.
- 4. Notate the file and notify the local Inspection Service office if an ID badge cannot be retrieved. The supplier is responsible for recovering and returning ID badges to the Postal Service when a supplier or supplier's personnel is separated.

Retain inactive files, including PS Form 5140, for 1 year from the date of separation. After 1 year, destroy the files.

# 15 Inspection Service Review

When the Postal Inspection Service Security Unit at the Memphis SISC receives an applicant's clearance package with the forms listed in 14, items 6a through f, the unit performs the following actions and checks:

- 1. Enters the applicant's name and other identifiers into the security clearance tracking system (SCTS).
- 2. Carefully reviews each form or document in the package for completeness. If items are missing or any of the forms are incomplete (e.g., gaps in residence or employment on PS Form 2025), returns the entire package to the administrative official for correction and resubmission.
- 3. Performs the following checks for each complete package:
  - a. An NCIC wants or warrants inquiry.
  - b. A query of the Inspection Service and Office of Inspector General law enforcement databases for prior activity.
  - c. A 5-year criminal search on all locations where the applicant lived and worked in the prior 5 years.
  - d. Submission of a fingerprint card to the FBI for comparison with its database.
- 4. If the FBI determines that the fingerprints are unclassifiable, the Postal Inspection Service sends a letter to the administrative official requesting another set of prints (two cards). If new fingerprints are not received within 30 days, the Postal Inspection Service closes the case and a clearance will *not* be granted. The Postal Inspection Service instructs the administrative official to retrieve the temporary badge and deny the applicant access to the U.S. Mail and Postal Service facilities.

- 5. A security specialist reviews the fingerprint report from the FBI and determines whether the applicant meets any of the disqualifying factors. If none, the applicant is issued a nonsensitive clearance. An e-mail is sent to the administrative official listed on the transmittal cover sheet, notifying him/her that a nonsensitive clearance has been granted. If no e-mail address is available, the transmittal cover sheet for HCR/CDS personnel is stamped "Nonsensitive Clearance Granted," dated, and returned to the administrative official. On receipt of the clearance notification, the administrative official retrieves PS Form 5139 and issues PS Form 5140, with an expiration date of 4 years from the date of the nonsensitive clearance. The administrative official destroys PS Form 5139.
- 6. If a Nonsensitive clearance is granted, the EBCS ID number is included with the clearance notification.
- 7. If the Postal Inspection Service finds that an applicant is ineligible for a nonsensitive clearance, it sends a letter to the administrative official denying the clearance and indicating the reason for denial. The administrative official provides the denial letter to the supplier (via Certified Mail<sup>™</sup>, Return Receipt Requested). The Postal Inspection Service provides a copy of all denial letters to the appropriate contracting officer (Transportation office).
- 8. Enters the clearance and denial information into the Postal Inspection Service database.
- 9. Applicants can call the Inspection Service HCR status line at: 901-747-7713 to check the status of the HCR/CDS clearance.

# 16 Access

### 161 Approving Access

On notification from the Postal Inspection Service that a nonsensitive clearance has been granted, the administrative official retrieves PS Form 5139 and issues PS Form 5140. The expiration date on PS Form 5140 is 4 years from the nonsensitive clearance date. Contractor personnel must display the ID badge on their outer garments in a visible manner when on Postal Service property.

### 162 Denying Access

Upon receipt of a letter from the Postal Inspection Service stating that a clearance has been denied, the administrative official does the following:

- 1. Provide the supplier and applicant a copy of the denial letter (Certified Mail, Return Receipt Requested).
- 2. Retrieve PS Form 5139 from the applicant and destroy the temporary photo-ID badge.
- 3. Deny the applicant access to the U.S. Mail and Postal Service facilities.
- 4. Notify all dock personnel.

5. Notify the contracting officer.

#### 162.1 Denying Access After Initial Clearance

The contracting officer determines when a supplier or contract supplier personnel access to the mail and facilities may be denied, based on a disqualifying event in the course of contract performance. If the disqualifying event involves criminal activity, the SISC should be notified immediately so a denial letter can be issued. The contracting officer makes such determinations on the advice of administrative officials or other affected Postal Service personnel, following appropriate investigation and inquiry.

On determining that it is in the Postal Service's best interest to deny a supplier or contract supplier personnel access to the mail and facilities based upon contract performance or other noncriminal issues, the contracting officer provides the supplier and the contract supplier personnel a denial letter (Certified Mail, Return Receipt Requested), with information on their right of appeal, to the Manager, Surface Transportation CMC, Headquarters, Washington DC. The contracting officer provides a copy of the denial letter to the Inspection Service, SISC, and the administrative official, who performs the following actions:

- 1. Retrieves and destroys the individual's ID badge.
- 2. Notifies all dock personnel.
- 3. Denies the applicant access to the U.S. Mail and Postal Service facilities.

### 162.2 Contracting Officer Responsibilities

The contracting officer is responsible for determining whether access to the mail and facilities should be denied to suppliers or their personnel, based on information supplied by personnel, the administrative official, or from other Postal Service sources. The denial is based on events that occur at facilities involving suppliers or their personnel who have already been screened by the Postal Inspection Service.

If access is denied, the contracting officer provides to the Inspection Service SISC, the supplier, and the supplier's personnel, the denial letter (Certified Mail, Return Receipt Requested), including information concerning the appeal rights, to the Manager, Surface Transportation CMC, Headquarters, Washington DC.

# 17 Reconsideration

## 171 Appeal Process Related to the Inspection Service Investigation and Appeal Review Committee

A supplier or its personnel who have been denied access may appeal a decision to deny access made by the Postal Inspection Service's SISC by sending a letter to the Inspector in Charge, Security, Washington

DC, within 6 weeks of the date of the denial letter. The letter must contain the following information:

- 1. A statement that reconsideration of the decision is requested and the basis on which it is sought.
- 2. Additional information on the appellant's behalf, including certified copies of any pertinent court documents.
- 3. A copy of the denial letter.

The Inspector in Charge, Security, refers the appeal to the Appeal Review Committee. The committee does the following:

- 1. Obtain the appellant's file from the Postal Inspection Service's Memphis SISC.
- 2. Solicit additional written input as needed from the appellant and the contracting officer.
- 3. Issue a decision letter about the appeal to the supplier and the contract supplier, with copies sent to the contracting officer and the Postal Inspection Service's Memphis SISC.

### 172 Appeal Process Related to the Investigation of a Contracting Officer

Through his or her employer, a supplier's personnel may appeal a decision to deny access made by the contracting officer by sending a letter to the contracting officer. The letter must contain the following information:

- 1. A statement that reconsideration of the decision is requested and the basis on which it is sought.
- 2. Additional information on the appellant's behalf.
- 3. A copy of the denial letter.

The contracting officer refers the appeal, with the file involving the denial decision, to the Manager, Surface Transportation CMC, Headquarters, Washington, DC, who does the following:

- 1. Solicit additional written input as needed from the appellant and the contracting officer.
- 2. Issue a decision letter on the appeal to the supplier and the supplier's personnel, with copies sent to the contracting officer and the Postal Inspection Service's Memphis SISC.

# 18 Re-screening

The Postal Inspection Service processes all contractor personnel rescreenings. Suppliers and their personnel must be re-screened at least once every 4 years. Security clearances are specific to individuals (not contracts); the 4-year re-screening may or may not occur at the time the contract is renewed.

Suppliers' personnel must complete and submit all forms specified in 13, including drug screening certification, with the exception of Form FD 258 to the administrative official.

The administrative official and the Postal Inspection Service's Memphis SISC process the forms as described in 14, 15, and 16. Destroy old PS Form 5140 (permanent ID badges).

# 19 Special Circumstances

### 191 Highway Contract Transportation Employees Used During Emergencies

When suppliers' personnel are used on an emergency basis, the supplier must complete PS Form 2081, *Contractor Employee Assignment Notification,* for each employee and submit the form to the administrative official.

The administrative official provides the contract employee with PS Form 5139 and retrieves the form at the end of the emergency. If the emergency extends beyond 15 days, the screening procedures outlined in 13 through 16 must be performed for each emergency contract employee.

### 192 Highway Contractor Personnel Separated Within 1 Year

Security clearances apply to an individual, not a contract. If a driver who has been separated works for another supplier within 1 year of the date of separation, the current supplier must provide the administrative official with an updated PS Form 2025 and a motor vehicle record. The administrative official forwards the information to the Postal Inspection Service, noting any changes on the transmittal cover sheet. A Form FD 258 is required if the driver has never been screened by the Postal Inspection Service.

If more than 1 year has elapsed since a driver separated from a supplier and is hired by another supplier, the driver is considered a new driver and the instructions in 13 apply.

# 20 Forms

The following forms used in the transportation contractor personnel screening process may be obtained from the Postal Inspection Service's Memphis SISC by calling 901-747-7712:

- 1. Transmittal Cover Sheet HCR/CDS Personnel.
- 2. PS Form 2025, Contract Personnel Questionnaire.
- 3. PS Form 2181-C, Authorization and Release Background Investigation.
- 4. Form FD 258, *Fingerprint Card.*

PS Forms 2025 and 2181-C may be obtained online at the Postal Service's intranet site. Go to <u>http://blue.usps.gov;</u> under "Essential Links" click *PolicyNet*. Click *Forms*.

Contractor badges, PS Forms 5139 and 5140 may be ordered from the Topeka Material Distribution Center. To register, call 800-332-0317,

option 1, extension 2925, and follow the prompts to leave a message. (Wait 48 hours after registering before placing your first order).

PS 5139	PS 5140
7530-01-000-9721	7530-01-000-9722
6/03	6/03
SH	SH
1	2
N/A	N/A
N/A	N/A
\$0.0340	\$0.0170
	7530-01-000-9721 6/03 SH 1 N/A N/A

Use the following information to order PS Forms 5139 and 5140:

"REGIST	ER OF WAGE DETERMINATIO	DNS UNDER U.S. DEPARTMENT OF LABOR
THE SERVIC	E CONTRACT ACT	EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
-,		WASHINGTON D.C. 20210
		Wage Determination No.: 1987-0310
Daniel W. Simms	Division of	Revision No.: 82
Director	Wage Determinations	Date Of Last Revision: 06/27/2022
	-	

Note: Contracts subject to the Service Contract Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658.

If the contract is entered into on or lafter January 30 2022 or theWith certain exceptions Executive Orderlafter January 30 2022 or the14026 applies to the contract.lan option is exercised) on or afterlat least \$15.00 per hour (or the applicableJanuary 30 2022:wage rate listed on this wage determinationlif it is higher) for all hours spentperforming on the contract.If the contract is entered into on orWith certain exceptions Executive Orderlafter January 30 2022 or the13658 applies to the contract.2022 and the contract is not renewedIthe contractor must pay all covered workerslor extended on or after January 30least \$11.25 per hour (or the applicable)lat least \$12.202.	
contract is renewed or extended (e.g. an option is exercised) on or after January 30 2022:The contractor must pay all covered workers  at least \$15.00 per hour (or the applicable  wage rate listed on this wage determination   if it is higher) for all hours spent  performing on the contract in 2022.If the contract is entered into on or lafter January 30 2022 or the 2022 and the contract is not renewed  or extended on or after January 30 [2022:Wage rate listed on this wage determination   if it is higher) for all hours spentIf the contract is not renewed  or extended on or after January 30 [2022:Wage rate listed on this wage determination   if it is higher) for all hours spent	If the contract is entered into on or  With certain exceptions Executive Order
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January 30 2022: wage rate listed on this wage determination  if it is higher) for all hours spent performing on the contract in 2022.If the contract is entered into on or after January 30 2022 or the 2022 and the contract is not renewed or extended on or after January 30 2022:   <t< th=""><th>contract is renewed or extended (e.g.  The contractor must pay all covered workers  </th></t<>	contract is renewed or extended (e.g.  The contractor must pay all covered workers
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2022:  wage rate listed on this wage determination   if it is higher) for all hours spent	····· ···· ···· ···· ··· ··· · ···· · ·
if it is higher) for all hours spent	
performing on the contract in 2022.	
	performing on the contract in 2022.

The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the Executive Orders is available at https://www.dol.gov/agencies/whd/government-contracts.

This wage determination covers the Northeastern States which includes all portions of the following states not listed below: Connecticut Maine Massachusetts New Hampshire New Jersey New York Rhode Island and Vermont.

MA: Boston - Springfield - Hartford Area: Connecticut: Counties of Hartford Middlesex and Tolland Massacusetts: Counties of Essex Hampden Hampshire Middlesex Norfolk Plymouth and Suffolk.

NY: New York City Area: New Jersey: Counties of Essex Hudson Morris and Union New York: New York City (Bronx Kings New York Queens and Richmond) and Counties of Nassau Rockland Suffolk and Westchester.

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

Employed on contracts for all mail hauling services for which the ""headout"" point is with in the named locality.

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
(not set) - Driver/Caser	(see 1)	16.28
(not set) - Tractor Trailer Driver	(see 2)	
All locations unless otherwise designated		25.07
MA: Boston-Springfield-Hartford Area		27.10
NY: New York City Area		28.32
(not set) - Truck Driver	(see 2)	

All locations unless otherwise designated		24.57
MA: Boston-Springfield-Hartford Area		26.45
NY: New York City Area		27.82
(not set) - Light Vehicle Driver	(see 1)	19.36

Note: Executive Order (EO) 13706 Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1 2017. If this contract is covered by the EO the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness injury or other health-related needs including preventive care; to assist a family member (or person who is like family to the employee) who is ill injured or has other health-related needs including preventive care; or for reasons resulting from or to assist a family member (or person who is like family to the employee) who is the victim of domestic violence sexual assault or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor 3 weeks after 10 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. (See 29 CFR 4.173)

HOLIDAYS: A minimum of eleven paid holidays per year: New Year's Day Martin Luther King Jr.'s Birthday Washington's Birthday Memorial Day Juneteenth National Independence 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) HEALTH & WELFARE: \$4.80 per hour up to 40 hours per week or \$192.00 per week or \$832.00 per month

HEALTH & WELFARE EO 13706: \$4.41 per hour up to 40 hours per week or \$176.40 per week or \$764.40 per month\*

\*This rate is to be used only when compensating employees for performance on an SCAcovered contract also covered by EO 13706 Establishing Paid Sick Leave for Federal Contractors. A contractor may not receive credit toward its SCA obligations for any paid sick leave provided pursuant to EO 13706.

2) HEALTH & WELFARE: \$5.32 per hour

NOTE: The fringe benefits listed in this determination are based on a standard 8hour workday an 40-hour work week. Cash equivalent fringe benefits may be paid in accordance with the principles discussed in Subpart B of Regulations 29 CFR Part 4.

HEALTH & WELFARE & PENSION PAYMENTS:

These payments are due on all hours ""paid for"" up to a maximum 40 hours per week. Such benefits do not stop but continue to accrue and are paid to employees while on sick leave holiday vacation etc. For example:

a. An employee who works four days 40 hours per week is entitled to 40 hours of health & welfare and pension payments. If an employee works three days 12 hours per day then such employee is entitled to 36 hours of health and welfare and pension benefits.

b. An employee who works 32 hours and also receives eight hours of holiday pay is entitled to the maximum of 40 hours of health & welfare and pension payments in that work week. If the employee works more than 32 hours and also receives eight hours of holiday pay the employee is still only entitled to the maximum of 40 hours of health and welfare and pension payments.

c. If an employee is off work for two weeks on vacation and receives 80 hours of vacation pay the employee must also receive 80 hours of health and welfare and pension benefits during the vacation period. However if an employee is entitled to two weeks paid vacation but does not take a vacation and works the full 52 weeks in the year the employee is entitled to 54 weeks of pay during the year (i.e. 52 weeks for work plus two weeks vacation pay) but is due health and welfare and pension payments for only 52 weeks during the year.

\*\* 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.

#### \*\* SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS \*\*

The duties of employees under job titles listed are those described in the ""Service Contract Act Directory of Occupations"" Fifth Edition (Revision 1) dated September 2015 unless otherwise indicated.

\*\* OCCUPATIONS NOT INCLUDED IN THE SCA DIRECTORY OF OCCUPATIONS \*\*

Driver/Caser

Drives motor powered vehicle to make box delivery of mail often along a designated route picks up and transports collection mail left in boxes or receptacles. May also sort mail for delivery to boxes along the route incidentally transports collection mail left in boxes or receptacles. May also sort mail for delivery to

boxes along the route incidentally transport mail to or between postal or other designated facilities make minor vehicle repairs and keep vehicle in good working order.

#### Light Vehicle Driver

Drives motor powered vehicle with a nominal cargo capacity of 600 cubic feet or less and with a GVW rating under 10001 pounds GVWR or less to transport mail often along a designated route to or between designated postal or other facilities. May also pickup and transport collection mail load and unload vehicle with or without helpers make minor vehicle repairs and keep vehicle in good working order.

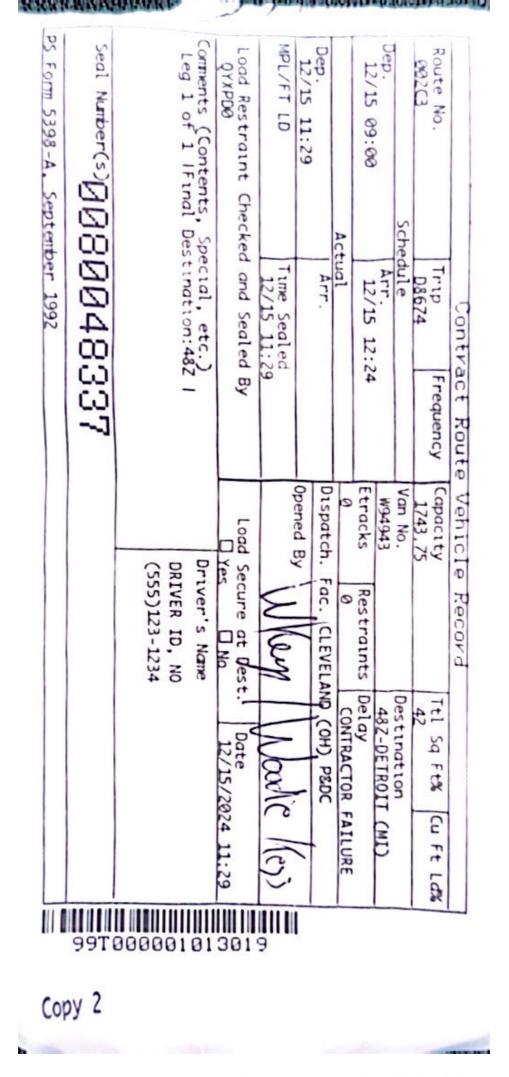
#### Tractor Trailer Driver

Drives motor powered tractor-trailer combination to transport mail often along a designated route to or between designated postal or other facilities. May also load and unload vehicle with or without helpers make minor vehicle repairs and keep vehicle in good working order.

#### Truck Driver

Drives motor powered truck other than tractor-trailer with a nominal\* cargo capacity of 333 cubic feet or more or with a gross volume weight of 10000 pounds or more to transport mail often along a designated route to or between designated postal or other facilities. May also pickup and transport mail load and unload truck with or without helpers make minor vehicle repairs and keep vehicle in good working order.

\*(Nominal cargo capacity means an actual cargo capacity of plus or minus 5% of the stated capacity rounded to the nearest whole cubic foot.)"



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