

CONCILIATION AGREEMENT

Between

THE U. S. DEPARTMENT OF LABOR

OFFICE OF FEDERAL CONTRACT COMPLIANCE PROGRAMS

And

Bechtel Marine Propulsion Corporation, Naval Reactors Facility

PART I. PRELIMINARY STATEMENT

The Office of Federal Contract Compliance Programs ("OFCCP") investigated a complaint filed against Bechtel Marine Propulsion Corporation, Naval Reactors Facility ("BMPC") located at P.O. Box 2068, Idaho Falls, ID 83403 and found that BMPC did not adequately engage (b)(7)(c) ("Complainant") with respect to his rights under Section 503 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 793 ("Section 503"), and its implementing regulations at 41 C.F.R. Section 60-741. OFCCP notified BMPC of the specific violations found in a Notice of Results of Investigation issued on August 20, 2014. In the interest of resolving the violations without engaging in further legal proceedings and in exchange for the good and valuable consideration described in this document, OFCCP and BMPC enter this contract "Conciliation Agreement" and agree to all the terms stated below.

PART II. GENERAL TERMS AND CONDITIONS

1. In exchange for BMPC's fulfillment of all obligations in Parts III and IV of the Agreement, OFCCP agrees not to institute administrative or judicial enforcement proceedings under Section 503 based on the violations described in more detail in Part III below. However, OFCCP has the right to initiate legal proceedings to enforce the Agreement itself or to correct and obtain relief for the violations described in Part III if BMPC violates this Agreement. Nothing in this Agreement precludes OFCCP from initiating enforcement proceedings based on future compliance evaluations or complaint investigations.
2. BMPC agrees that OFCCP may review its compliance with this Agreement. As part of such review, OFCCP may require written reports, inspect the premises, interview witnesses, and examine and copy documents. BMPC will permit access to its premises during normal business hours for these purposes and will provide OFCCP with all reports and documents requested.
3. BMPC understands that nothing in this Agreement relieves BMPC of its obligation to fully comply with the requirements of Executive Order 11246, as amended ("EO 11246"), Section 503, the Vietnam Era Veterans Readjustment Assistance Act of 1974, as amended 38 U.S.C. 4212 ("VEVRAA") and their implementing regulations, and other applicable equal employment laws.

4. BMPC promises not to harass, intimidate, threaten, discriminate, or otherwise retaliate against any individual because the individual: benefits from this Agreement, files a complaint or participates in any investigation or proceeding under Section 503, E.O. 11246, or VEVRAA, or engages in any activity listed at 41 C.F.R. § 60-741.69.
5. The parties understand the terms of this Agreement and enter into it voluntarily.
6. This document and its attachments contain the complete and final understanding of the parties with respect to the matters referenced herein. This Agreement contains all terms by which the parties are bound and it supersedes all prior written or oral negotiations and agreements. There will be no modifications or amendments to this Agreement unless they are in writing, signed by all parties.
7. If one or more provisions of this Agreement are rendered unlawful or unenforceable, the remaining provisions will remain in full force and effect.
8. This Agreement becomes effective on the day it is signed by the Regional Director of the Pacific Region (the "Effective Date") unless the Director of OFCCP indicates otherwise within 45 calendar days of the date the Regional Director signs the Agreement.
9. This Agreement will expire sixty (60) days after BMPC submits the final progress report required in Part IV (B), below, unless OFCCP notifies BMPC in writing prior to the expiration date that BMPC has not fulfilled all of its obligations under the Agreement, in which case the Agreement is automatically extended until the date that OFCCP determine BMPC has met all of its obligations under the Agreement.
10. If BMPC violates this Conciliation Agreement,
 - A. The procedures set forth at 41 C.F.R. § 60-741.63 will govern:
 1. If OFCCP believes that BMPC violated any term of the Agreement while it was in effect, OFCCP will send BMPC a written notice stating the alleged violations and summarizing any supporting evidence.
 2. BMPC will have 15 days from receipt of such notice to demonstrate in writing that it has not violated the Conciliation Agreement, unless such a delay would result in irreparable injury to the employment rights of affected employees or applicants.
 3. If BMPC is unable to demonstrate that it has not violated the Agreement, or if OFCCP alleges irreparable injury, enforcement proceedings may be initiated immediately without issuing a show cause notice or proceeding through any other requirement.
 4. OFCCP may seek enforcement of this Agreement itself and is not required to present proof of any underlying violations resolved by this Agreement.
 - B. BMPC may be subject to the sanctions set forth in 41 C.F.R. § 60-741.66 and/or other appropriate relief for violation of this Agreement.
11. This Agreement does not constitute an admission by BMPC of any violation of Section 503, or other laws, nor has there been an adjudicated finding that BMPC violated any laws.

PART III. SPECIFIC ALLEGED VIOLATIONS AND REMEDIES

1. ALLEGED FAILURE TO PROVIDE REASONABLE ACCOMMODATION

A. STATEMENT OF ALLEGED VIOLATION. BMPC failed to make a reasonable accommodation for the Complainant, an employee with a known disability, as required by 41 CFR 60-741.5 (a) (1), 41 CFR 60-741.2 (v) and 60-741.21 (f) (2013) [41 CFR 60-741.2 (s) and 41 CFR 60-741.21 (a) (6) under the recently amended regulations].

B. OFCCP'S SPECIFIC FINDINGS. Specifically, after Complainant was notified that due to (7)(E) disability (7)(E) could not be accommodated in his current (7)(E) position or as a crane operator, the Contractor failed to discuss, offer, or place Complainant in open positions of equal or lesser pay or status that BMPC personnel determined that the Complainant was qualified for. Additionally, BMPC failed to adequately engage in the interactive process and this failure resulted in the reasonable accommodation not being made available for Complainant.

C. REMEDY.

- 1) **Monetary Settlement.** BMPC agrees to distribute to Complainant \$ 38,106.11 (\$ 34,115.76 in back pay plus \$ 2,046.96 in BMPC 401k contribution and \$ 1,943.39 in interest), less legal deductions required by law from back pay only (such as federal, state and/ or local taxes and the Complainant's share of FICA taxes). BMPC will pay the Internal Revenue Service ("IRS") the employer's share of social security withholdings and will mail Complainant an IRS W-2 Form reporting the portion of the payment representing back pay. These IRS forms will be mailed at the end of the year. BMPC will disburse the monetary settlement within 30 calendar days of the Effective Date of this Agreement.
- 2) **Benefit Settlement.** BMPC agrees to provide Complainant with all benefits that Complainant would have been entitled to and received had he been accommodated as required by law within 30 business days of the effective date of this agreement. On January 1, 2015, the Complainant was credited all leave time that he would have received.
- 3) **Employment.** BMPC has offered, and Complainant accepted a position that Complainant is qualified for, with or without reasonable accommodation, that is equivalent or greater in terms of pay status and is equivalent in benefits and geographical location to the crane rigger position (excluding training).
- 4) **Non-Monetary Remedy.** BMPC agrees to implement a process that ensures employees with a known disability who request reasonable accommodation are granted reasonable accommodation unless BMPC can demonstrate that the accommodation would impose an undue hardship on the operation its business, as required by 41 CFR 60-741.5 (a) (1), 41 CFR 60-741.2 (v) and 60-741.21 (f) [41 CFR 60-741.2 (s) and 41 CFR 60-741.21 (a) (6) under the current regulations].
- 5) As part of the overall remedy, BMPC previously voluntarily provided retroactive back pay to Complainant on January 2, 2015 for the period of September 24, 2014 thru December 31,

2014 in the lump sum amount of \$ 21,964.99. This is separate from and in addition to the settlement amount in 1C1 above.

2. FAILURE TO ENSURE EQUAL ACCESS TO EMPLOYMENT OPPORTUNITIES

A. STATEMENT OF ALLEGED VIOLATION. BMPC did not have means in place to provide access to employees on medical, personal, or other leave of absence to view and apply for open internal job postings which limited and adversely affected Complainant's employment, as prohibited by 41 CFR 60-741.21 (b) (2013) [41 CFR 60-741.21 (a) (2) under the current regulations].

B. OFCCP'S SPECIFIC FINDINGS. Lack of direct access to internal job positions deprived Complainant and similarly-situated employees without disabilities of equal access to internal job positions.

C. REMEDY. BMPC has implemented a process to provide employees on disability leave access to view and apply for internal job postings, as required by 41 CFR 60-741.21 (b) (2013) [41 CFR 60-741.21 (a) (2) under the current regulations].

PART IV. REPORTS REQUIRED

1. BMPC must submit the documents and reports described below to:

Mary Sneed-Royston
Area Office Director
Portland Area Office
620 SW Main Street, Suite 411
Portland, OR 97205

A. Within 60 calendar days of the Effective Date of this Agreement BMPC must submit an itemized report detailing the remedies provided to Complainant (b)(7)(c) as specified in PART III, paragraph 1C, subparagraphs 1 - 3 above.

B. BMPC must submit a progress report covering each six-month period this Agreement is in effect. The first progress report will be due seven months after the Effective Date of this Agreement and must cover the six-month period beginning with the Effective Date. The second report must cover the successive six-month period, and must be submitted within 30 calendar days after the close of that six-month period. BMPC will submit the following in each progress report:

- 1) Documentation demonstrating that BMPC has a process in place that provide employees who request reasonable accommodation are treated in accordance with Section 503 of the Rehabilitation Act of 1973, as amended, the Americans with Disabilities Act, as amended and their implementing regulations. The documentation must include a copy of the company's policy for handling requests for reasonable accommodation.
- 2) Documentation that all managers, supervisors, and other personnel involved in handling requests for reasonable accommodation have been trained in the company's policy for handling requests for reasonable accommodation. The documentation must include the dates of the training, the names and job titles of all attendees, an outline of the topics discussed in the training, and the name and job title of each person who conducted the training.

- 3) Documentation demonstrating that BMPC has a process in place to provide employees on disability leave access to apply for open internal positions.
 - 4) A report identifying all requests for reasonable accommodation during the reporting period. The report will include each employee making the request, the request made, the final determination and the reasoning for all denied requests.
- C. If Complainant's employment status is negatively altered by BMPC during the period of this Agreement; BMPC must submit a report within 15 business days of the action explaining the reasons for the change.
2. BMPC will retain all records and data pertinent to the alleged violations resolved by this Agreement and/ or used to prepare required reports until this Agreement expires or as long as required by OFCCP's regulations, whichever date occurs later (or "whichever time period is longer").

Bechtel Marine Propulsion Corporation
Naval Reactors Facility

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PART V. SIGNATURES

This Conciliation Agreement is hereby executed by and between the OFCCP and BMPC.

(b)(7)(c), (b)(6)

Andrew T. Wentzel
NRF Site Director
Bechtel Marine Propulsion Corporation
Naval Reactors Facility
Idaho Falls, ID

DATE: 12-15-15

(b)(7)(c), (b)(7)(E)

Compliance Officer
Portland Area Office
Office of Federal Contract
Compliance Programs
Pacific Region

DATE: 12/17/2015

(b)(7)(c), (b)(6)

Mary Speed Royston
Area Office Director
Portland Area Office
Office of Federal Contract
Compliance Programs
Pacific Region

DATE: 12/17/2015

(b)(7)(c), (b)(6)

Jane Suhr
Deputy Regional Director
Office of Federal Contract
Compliance Programs
Pacific Region

DATE: 12/17/2015

(b)(7)(c), (b)(6)

Janette Wipper
Regional Director
Office of Federal Contract
Compliance Programs
Pacific Region

DATE: 12/31/2015