

Conciliation Agreement
Between the
U.S. Department of Labor Office of Federal Contract Compliance Programs
And
Debra's Glass, Inc
255 N. Pleasant Avenue, Dallastown, PA 17313

I. Preliminary Statement

The Office of Federal Contract Compliance Programs (OFCCP) evaluated the Debra's Glass, Inc. (Debra's Glass) establishment located at 255 N. Pleasant Avenue, Dallastown, PA 17313, beginning on January 28, 2020. OFCCP found that Debra's Glass failed to comply with Executive Order 11246, as amended (E.O. 11246 or the Executive Order) and its respective implementing regulations at 41 C.F.R. Chapter 60 due to the specific violation cited in Part III.

OFCCP notified Debra's Glass of the specific violation in a Notification of Results of Investigation issued on September 17, 2020.

In the interest of resolving the violations without engaging in further legal proceedings and in exchange for sufficient and valuable consideration described in this document, OFCCP and Debra's Glass enter into this Conciliation Agreement (Agreement) and its attachments, and the parties agree to all the terms therein.

The attachments to this Agreement are deemed incorporated into this Agreement.

II. General Terms and Conditions

1. In exchange for Debra's Glass's fulfillment of all its obligations in this Agreement, OFCCP will not institute administrative or judicial enforcement proceedings under E.O. 11246, Section 503 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 793 (Section 503), and/or the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. § 4212 (VEVRAA) based on the violations alleged in the Notification of Results of Investigation. However, OFCCP retains the right to initiate legal proceedings to enforce this Agreement if Debra's Glass violates any provision of this Agreement, as set forth in Paragraph 11, below. Nothing in this Agreement precludes OFCCP from initiating enforcement proceedings based on future compliance evaluations or complaint investigations.
2. OFCCP may review Debra's Glass's compliance with this Agreement. As part of this review, OFCCP may require written reports, inspect the premises, interview witnesses, and examine and copy documents. Debra's Glass will permit access to its premises during normal business hours for these purposes and will provide OFCCP with all hard copy or electronic reports and documents it requests, including those specified in this Agreement.

3. Nothing in this Agreement relieves Debra's Glass of its obligation to fully comply with the requirements of E.O. 11246, Section 503, VEVRAA, their implementing regulations, or other applicable laws requiring nondiscrimination or equal employment opportunity through affirmative action.
4. Debra's Glass and OFCCP agree that any release of claims required by this Agreement will only pertain to claims under E.O. 11246, Section 503, and/or VEVRAA.
5. Debra's Glass agrees that it will not retaliate against any potential or actual beneficiary of this Agreement or against any person who files a complaint, who has provided information or assistance, or who participates in any manner in any proceeding in this matter.
6. The parties understand the terms of this Agreement and enter into it voluntarily.
7. This Agreement, including its attachments, constitutes the entire Agreement and represents the complete and final understanding of the parties. This Agreement contains all of the terms binding the parties and it supersedes all prior written and oral negotiations and agreements. Any modifications or amendments to this Agreement must be agreed upon in writing and signed by all parties. If an administrative error is found, OFCCP will work in good faith with all parties to make the corrections.
8. This Agreement becomes effective on the day it is signed by the Acting Assistant District Director for OFCCP.
9. If one or more provisions of this Agreement is deemed unlawful or unenforceable, the remaining provisions will remain in full force and effect.
10. This Agreement will expire sixty (60) days after Debra's Glass submits its final progress report required in Section IV, below, unless OFCCP notifies Debra's Glass in writing before the expiration date that Debra's Glass has failed to fulfill all of its obligations under the Agreement. In this instance, the Agreement is automatically extended until the date that OFCCP determines that Debra's Glass has met all of its obligations under the Agreement.
11. If Debra's Glass violates this Agreement:
 - a. The procedures at 41 C.F.R. 60-1.34 will govern:
 - i. OFCCP will send Debra's Glass a written notice stating the alleged violations and summarizing any supporting evidence.
 - ii. Debra's Glass shall have fifteen (15) days from receipt of the notice to respond, except in those cases in which such a delay would result in irreparable injury to the employment rights of affected employees or applicants.

- iii. If Debra's Glass is unable to demonstrate that it has not violated the Agreement, or if OFCCP's alleges irreparable injury, enforcement proceedings may be initiated immediately without issuing a show cause notice or proceeding through any other requirement.
 - iv. In the event of a breach of this Agreement by the contractor, OFCCP may elect to proceed to a hearing on the entire case and seek full make-whole relief, and not be limited to the terms agreed to in the Agreement.
 - b. Debra's Glass may be subject to the sanctions set forth in Section 209 of the Executive Order, 41 C.F.R. 60-1.27 and/or other appropriate relief for violating this Agreement.
12. Debra's Glass neither admits nor denies any violation of the Executive Order, Section 503 or VEVRAA, nor has there been an adjudication on the merits regarding any such violation.
13. OFCCP may seek enforcement of this Agreement itself and is not required to present proof of any underlying violations resolved by this Agreement.
14. The parties understand and agree that nothing in this Agreement is binding on other governmental departments or agencies other than the United States Department of Labor.
15. Each party shall bear its own fees and expenses with respect to this matter.
16. This Agreement is limited to the facts of this case. Neither this Agreement, nor any part of the negotiations that occurred in connection with this Agreement, shall constitute admissible evidence with respect to any OFCCP policy, practice or position in any lawsuit, legal proceeding, administrative proceeding, compliance evaluation or audit, except for legal or administrative proceedings concerning the enforcement or interpretation of this specific Agreement.
17. All references to "days" in this Agreement are calendar days. If any deadline for an obligation scheduled to be performed under this Agreement falls on a weekend or a Federal holiday, that deadline will be extended to the next business day.

III. Technical Violation and Remedy

1. **VIOLATION:** Debra's Glass, Inc. failed to incorporate the nondiscrimination provisions of 41 C.F.R. § 60-1.4(a)(3) into its employee manuals, in violation of 41 C.F.R § 60-1.35(c).

REMEDY: Within ninety (90) calendar days of the effective date of this Agreement, Debra's Glass, Inc. will incorporate the nondiscrimination provisions of 41 C.F.R. § 60-1.4(a)(3) into its employee manuals.

IV. OFCCP Monitoring Period

1. **Recordkeeping.** Debra's Glass agrees to retain all records relevant to the violation cited in Sections III above and the reports submitted in compliance with Paragraph 2, below Debra's Glass will retain the records until this Agreement expires or for the time period consistent with regulatory requirements, whichever is later.

2. **Contractor Reports.**

i. **Schedule and Instructions.** Debra's Glass agrees to furnish OFCCP with one report during the Monitoring Period according to the following schedule:

A. **Progress Report 1:** The report will be due on January 31, 2021. Debra's Glass will submit the following:

For Violation 1:

a) A copy of Debra's Glass revised employee manual(s) incorporating the nondiscrimination provisions of 41 C.F.R. § 60-1.4(a)(3);

b) A roster of all active employees as of the effective date of the revised employee manual. The roster should include the employee's name, job title, and designation as a supervisor or non-supervisor.

c) Documentation to show that the revised employee handbook was provided to all of the employees on the active roster, identified in letter b.

Debra's Glass will submit the report to:
Shanae Moody - Acting Assistant District Director
Arlington District Office
2300 Clarendon Boulevard, Suite 1330
Arlington, VA 22201
(b) (6), (b) (7)(C)@dol.gov

Debra's Glass and OFCCP have a common interest in the information being provided in the reports pursuant to this Agreement. To the extent any of the reports Debra's Glass provides in accordance with this agreement are customarily kept private or closely-held, and the Debra's Glass believes should remain confidential under Exemption 4 of FOIA in the event of a FOIA request, Debra's Glass will provide such reports to OFCCP marked as "Confidential". In the event of a FOIA request, OFCCP will treat any such documents received as confidential documents.

3. **Close of Monitoring Period and Termination of Agreement.** This Agreement shall remain in effect until the monitoring period is completed. The monitoring period will close once OFCCP accepts Debra's Glass's final progress report as set forth in Part II, Paragraph 10 above. If OFCCP fails to notify Debra's Glass in writing within sixty (60) days of the date of the final progress report that Debra's Glass has not fulfilled all of its obligations under the Agreement, OFCCP will be deemed to have accepted the

final report and the Monitoring Period and this Agreement will terminate. If OFCCP notifies Debra's Glass within the allotted time that it has not fulfilled all of its obligations, this Agreement is automatically extended until the date that OFCCP determines Debra's Glass has met all of its obligations under the Agreement.

V. SIGNATURES

The person signing this Agreement on behalf of Debra's Glass personally warrants that he or she is fully authorized to do so, that Debra's Glass has entered into this Agreement voluntarily and with full knowledge of its effect, and that execution of this Agreement is fully binding on Debra's Glass.

This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and Debra's Glass, Inc., 255 N Pleasant Ave, Dallastown, PA 17313.

(b) (6), (b) (7)(C)

Debra Zarfoss
President
Debra's Glass, Inc.
Dallastown, PA 17313

DATE: 10/5/20

(b) (6), (b) (7)(C)

Shanae Moody
Acting Assistant District Director
Arlington District Office
Mid-Atlantic Region

DATE: 10/6/2020

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(E)

Compliance Officer
Arlington District Office
Mid-Atlantic Region

DATE: 10/5/2020