

**U.S. Department of Labor**

Office of Federal Contract Compliance Programs  
Northeast Region  
Boston District Office  
15 New Sudbury Street, Room E-235  
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Boston, MA 02203  
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**Conciliation Agreement  
Between the  
U.S. Department of Labor Office of Federal Contract Compliance Programs  
and  
Work, Inc.  
25 Beach Street  
Dorchester, MA 02122-2734**

**I. Preliminary Statement**

The Office of Federal Contract Compliance Programs (OFCCP) evaluated the Work Inc. (Contractor) 25 Beach Street, Dorchester, MA beginning on May 21, 2020. OFCCP found that Contractor failed to comply with Executive Order 11246, as amended, 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) and their respective implementing regulations at 41 CFR Sections 60-1 through 60-4, 60-300, and 60-741.

OFCCP notified Contractor of the specific violations and the corrective actions required in a Notice of Violation (NOV) issued on February 9, 2021.

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 Contractor 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 Contractor's fulfillment of all its obligations in this Agreement, OFCCP will not institute administrative or judicial enforcement proceedings under E.O. 11246, Section 503, and VEVRAA based on the violations alleged in the NOV. However, OFCCP retains the right to initiate legal proceedings to enforce this Agreement if Contractor 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 Contractor'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. Contractor 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 Contractor 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. Contractor 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.
5. The parties understand the terms of this Agreement and enter into it voluntarily.
6. This Agreement 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.
7. This Agreement becomes effective on the day it is signed by the District Director.
8. If one or more provisions of this Agreement is deemed unlawful or unenforceable, the remaining provisions will remain in full force and effect.
9. This Agreement will expire sixty (60) days after Contractor submits its final progress report required in Section IV, below, unless OFCCP notifies Contractor in writing before the expiration date that Contractor 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 Contractor has met all of its obligations under the Agreement.
10. If Contractor violates this Agreement:
  - a. The procedures at 41 C.F.R. 60-1.34, 41 C.F.R. 60-300.63, and/or 41 C.F.R. 60-741.63 will govern:
    - i. OFCCP will send Contractor a written notice stating the alleged violations and summarizing any supporting evidence.
    - ii. The Contractor 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 Contractor 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.
  - 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 in the Agreement.
- b. Contractor may be subject to the sanctions set forth in Section 209 of the Executive Order, 41 C.F.R. 60-1.27, 41 C.F.R. 60-741.66, or 41 C.F.R. 60-300.66, and/or other appropriate relief for violating this Agreement.
- 11. Contractor does not admit any violation of the Executive Order, Section 503 or VEVRAA, nor has there been an adjudication on the merits regarding any such violation.
  - 12. OFCCP may seek enforcement of this Agreement itself and is not required to present proof of any underlying violations resolved by this Agreement.
  - 13. 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.
  - 14. Each party shall bear its own fees and expenses with respect to this matter.
  - 15. 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.
  - 16. 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 Violations and Remedies**

- 1. **VIOLATION**: During the period of January 1, 2019 through December 31, 2019.

Work Inc. failed to develop and execute action-oriented programs designed to correct underutilization of females in Job Group 1.2. Specifically, Work Inc. established a goal for females of [REDACTED] percent. Work Inc. placed [REDACTED] individuals in this job group of which [REDACTED] were females. Work Inc. hosted hire events and posted positions with job posting websites, but none were specifically targeted towards females. This is a violation of 41 CFR 60-2.17(c).

**REMEDY:** Work Inc. will develop and execute action-oriented programs designed to correct underutilization of females in Job Group 1.2. Specifically, Work Inc. must develop outreach and recruitment activities geared toward the employment of females in order to increase their representation in Job Group 1.2.

2. **VIOLATION:** During the period of January 1, 2019 through December 31, 2019, Work Inc. failed to develop and implement an auditing system that periodically measures the effectiveness of its total affirmative action program. Specifically, Work Inc. failed to identify that its applicant tracking system did not accurately capture race and gender information for all applicants. This is a violation of 41 CFR 60-2.17(d).

**REMEDY:** In accordance with 41 CFR 60-2.17(d), Work Inc. will design and implement an audit and reporting system that will:

- a. Monitor records of all personnel activity, including referrals, placements, transfers, promotions, terminations and compensation at all levels to ensure the nondiscriminatory policy is carried out;
- b. Require internal reporting on a scheduled basis as to the degree to which equal employment opportunity and organizational objectives attained;
- c. Review report results with all levels of management and;

- d. Advise top management of program effectiveness and submit recommendations to improve unsatisfactory performance.

3. **VIOLATION:** During the period covering January 1, 2019 through December 31, 2019, Work Inc. failed to implement an effective applicant tracking system in accordance with the requirements of 41 CFR 60-3.4 and 60-3.15. Specifically Work Inc. failed to accurately collect and identify race and gender information for all applicants for open positions. Applicants were not provided an opportunity to voluntarily self-identify their race and gender. Identification was made by visual observation by the interviewer.

**REMEDY:** Work Inc. will implement an applicant tracking system that will enable it to analyze its pool of applicants for: a) Affirmative action purposes to ensure that the process is yielding a diverse pool of qualified minority and female applicants; and b) Non-discrimination purposes to monitor for disparate treatment or unlawful adverse impact in the selection process and to continue to do so for as long as it is subjected to the requirements of Executive Order 11246.

4. **VIOLATION:** During the period January 1, 2019 through December 31, 2019, Work Inc. failed to invite applicants to voluntarily self-identify as a qualified veteran in violation of 41 CFR 60-300.42(a)-(b). Specifically, applicants who did not advance to the interview stage of the process were not given an opportunity to self-identify.

**REMEDY:** Work Inc. will invite its applicants for employment to voluntarily self-identify as a qualified veteran in accordance with 41 CFR 60-300.42 Work Inc. will invite each of its applicants for employment, prior to an offer of employment, to voluntarily inform it whether the applicant believes that he or she is a qualified veteran. Work Inc. shall also invite each of its applicants for employment, after an offer of employment has been made and before the applicant begins work, to voluntarily inform it whether the applicant believes that he or she is a qualified veteran.

5. **VIOLATION:** During the period of January 1, 2019 through December 31, 2019, Work Inc. failed to implement an effective audit and reporting system which measured the effectiveness of its Affirmative Action Program (AAP), indicated the need for remedial action, determined the degree to which the its objectives have been attained and measured its compliance with the AAPs' specific obligations. Specifically, Work Inc.'s audit and reporting system failed to to recognize its failure to invite applicants to voluntarily self identify as qualified veterans both during the pre-offer and post-offer stage of the selection process. This is in violation of 41 CFR 60-300.44 (h) (1) and (2).

**REMEDY:** Work Inc. will design and implement an audit and reporting system which measures the effectiveness of its AAP, indicates the need for remedial action, determines the degree to which its objectives have been attained and measures its compliance with the AAPs' specific obligations. Work Inc. will demonstrate it has made good faith efforts to remove identified barriers and expand employment opportunities for qualified veterans. Work Inc. will undertake any necessary action to bring the program into compliance where the AAP is found to be deficient. Work Inc. will preserve all documentation it makes or keeps in either electronic or hard copy format to audit the progress of its AAPs. Work Inc. will incorporate these analyses and determinations into its now-current AAPs. Work Inc. will update this audit and reporting system annually and incorporate them into its future AAPs. 41 CFR 60-300.44 (h)(l) and (2).

6. **VIOLATION:** During the period January 1, 2019 through December 31, 2019, Work Inc. failed to invite applicants to voluntarily self-identify as an individual with a disability in violation of 41 CFR 60-741.42(a)-(b). Specifically, applicants who did not advance to the interview stage of the process were not given an opportunity to self-identify.

**REMEDY:** Work Inc. will invite its applicants for employment to voluntarily self-identify as an individual with a disability in accordance with 41 CFR 60-741.42. Work Inc. will invite each of its applicants for employment, prior to an offer of employment, to voluntarily inform it whether the applicant believes that he or she is an individual with a disability. Work Inc. shall also invite each of its applicants for employment, after an offer of employment has been made and before the applicant begins work, to voluntarily inform it whether the applicant believes that he or she is an individual with a disability.

7. **VIOLATION:** During the period January 1, 2019 through December 31, 2020, Work Inc. failed to invite its employees at the 5 year interval to self-identify and failed to remind employees at least once that they can voluntarily update their disability status using the OMB-approved form for this purpose, in violation of 41 CFR 60-741.42(c). Work Inc. stated that it did not canvass its employees using the OMB-approved form for this purpose or reminded them that they can update their disability status at any time in violation of 41 CFR 60-741.42(c).

**REMEDY:** Work Inc. will invite both its applicants for employment, and its employees, to voluntarily self-identify as an individual with a disability, in accordance with 41 CFR 60-741.42. All invitations to self-identify must be made using the OMB-approved form for this purpose (available on the OFCCP website). More specifically, Work Inc. will invite each of its applicants for employment, prior to an offer of employment, to voluntarily inform it whether the applicant believes that he or she is

an individual with a disability, as that term is defined in 41 CFR 60-741.2(g)(1)(i) or (ii). Work Inc. shall also invite each of its applicants for employment, after an offer of employment has been made and before the applicant begins work, to voluntarily inform it whether the applicant believes that he or she is an individual with a disability. In addition, during the first year it is subject to this requirement, Work Inc. shall invite each of its employees to voluntarily self-identify as an individual with a disability, and then extend this invitation again at five year intervals, thereafter. At least once during each interval, Work Inc. shall remind its employees that they may voluntarily update their disability-related self-identification information at any time. Work Inc. will keep all self-identification information confidential and maintain it in a separate data analysis file, rather than in its personnel or medical files, in accordance with 41 CFR 60-741.42(e).

8. **VIOLATION:** During the period of January 1, 2019 through December 31, 2019, Work Inc. failed to implement an effective audit and reporting system which measured the effectiveness of its AAP, indicated the need for remedial action, determined the degree to which the its objectives have been attained and measured its compliance with the affirmative action program's specific obligations. Specifically, Work Inc.'s audit and reporting system failed to to recognize its failure to invite applicants and employees to voluntarily self-identify as individuals with disabilities. This is in violation of 41 CFR 60-741.44 (h) (l) and (2).

**REMEDY:** Work Inc. will design and implement an audit and reporting system which measure the effectiveness of its AAP, indicates the need for remedial action, determines the degree to which its objectives have been attained and measures its compliance with the AAPs' specific obligations. Work Inc. will demonstrate it has made good faith efforts to remove identified barriers and expand employment opportunities for qualified individuals with disabilities. Work Inc. will undertake any necessary action to bring the program into compliance where the AAP is found to be deficient. Work Inc. will preserve all documentation it makes or keeps in either electronic or hard copy format to audit the progress of its AAPs. Work Inc. will incorporate these analyses and determinations into its now-current AAPs. Work Inc. will update this audit and reporting system annually and incorporate them into its future AAPs. 41 CFR 60-741.44 (h)(l) and (2).

#### **IV. OFCCP Monitoring Period**

1. **Recordkeeping.** Contractor agrees to retain all records relevant to the violations cited in Sections III above and the reports submitted in compliance with Paragraph 2, below. These records include underlying data and information such as Human Resources

Information System (HRIS), job applications and personnel records, and any other records or data used to generate the required reports. Contractor will retain the records until this Agreement expires or for the time period consistent with regulatory requirements, whichever is later.

2. **Contractor Reports.**

Contractor agrees to furnish OFCCP with the following reports during the Monitoring Period. Each report will contain the documentation specified according to the dates scheduled:

- a. **Progress Report 1:** This report is due 60 days from the effective date of this Agreement and shall consist of:
  - i. A narrative discussion of the implementation of Contractor's new applicant tracking system, to include a description of the system and training on the new system. This will include a report of additional costs incurred on implementing the system and training of staff on the new system (Violation 2, 5, 8).
  - ii. Results of Contractor's canvassing where Contractor invited each employee to voluntarily inform the contractor whether the employee believes that he or she is an individual with a disability (Violation 7).
- b. **Progress Report 2:** This report is due on September 30, 2021 and shall cover the period from the effective date of this Agreement through August 31, 2021. This report shall consist of the following:
  - i. All applicants and hires for each job opening during the report period. The report will include for each applicant/hire:
    - 1) name or ID number,
    - 2) race,
    - 3) gender,
    - 4) job title applied to,
    - 5) job group applied to,
    - 6) date of application,
    - 7) date of hire,
    - 8) job group hired into,
    - 9) job title hired into,
    - 10) veteran,
    - 11) disability status,



- 12) disposition of each applicant, and
  - 13) recruitment source.
- ii. For positions filled in **Job Group 1.2**, provide a description and documentation of each outreach activity taken to recruit females. This may include a record of phone calls and emails established to form partnerships with recruitment sources geared toward the employment of females and a variety of other activities such as participation in job fairs (Violation 1).
  - iii. Within 15 days of receipt of this report, OFCCP will provide Contractor with the names or ID numbers of 15 randomly selected applicants and/or hires. Within 30 days of receipt of OFCCP's list, Contractor will submit a copy of the self-identification forms for the individuals selected by OFCCP. (Violations 3, 4, 6)
- c. **Progress Report 3:** This report is due on January 15, 2022 and shall cover the period from July 1, 2021 to December 31, 2021.
    - i. This report shall consist of all applicants and hires for each job opening during the period. The report will include for each applicant/hire:
      - 1) name or ID number,
      - 2) race,
      - 3) gender,
      - 4) job title,
      - 5) job group applied to,
      - 6) date of application,
      - 7) date of hire,
      - 8) job group hired into,
      - 9) job title hired into,
      - 10) veteran,
      - 11) disability status, and
      - 12) disposition of each applicant
      - 13) recruitment source
    - ii. For positions filled in **Job Group 1.2**, provide a description and documentation of each outreach activity taken to recruit females. This may include a record of phone calls and emails established to form partnerships with recruitment sources geared toward the employment of females and a variety of other activities such as participation in job fairs (Violation 1).

- iii. Within 15 days of receipt of this report, OFCCP will provide Contractor with the names or ID numbers of 15 randomly selected applicants and/or hires. Within 30 days of receipt of OFCCP's list, Contractor will submit a copy of the self-identification forms selected by OFCCP. (Violations 3, 4, 6)

Contractor will submit reports to (b) (6), (b) (7)(E) at (b) (6), (b) (7)(C) (b) (6), (b) (7)(C)@dol.gov.

Contractor 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 Contractor provides in accordance with this Agreement are customarily kept private or closely-held, and the Contractor believes should remain confidential under Exemption 4 of the Freedom of Information Act (FOIA) in the event of a FOIA request, Contractor 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 Contractor's final progress report as set forth in Section II, Paragraph 9 above. If OFCCP fails to notify Contractor in writing within sixty (60) days of the date of the final progress report that Contractor 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 Contractor within the allotted time that it has not fulfilled all of its obligations, this Agreement is automatically extended until the date that OFCCP determines Contractor has met all of its obligations under the Agreement.

## I. SIGNATURES

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

This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and Work Inc., 25 Beach Street, Dorchester, MA.

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

James Cassetta  
President & CEO  
Work Inc.

Dorchester, MA

DATE: February 23, 2021

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

Rhonda Aubin-Smith  
District Director  
Boston District Office  
Northeast Region

DATE: 02/23/2021

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

Mandi B. Costa  
Assistant District Director  
Boston District Office  
Northeast Region

DATE: 02/23/2021

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

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

Compliance Officer  
Boston District Office  
Northeast Region

DATE: 02/23/2021