

**U.S. Department of Labor**

Office of Federal Contract Compliance Programs  
New Jersey District Office  
200 Sheffield Street, Room 102  
Mountainside, NJ 07092



**Conciliation Agreement  
Between the  
U.S. Department of Labor Office of Federal Contract Compliance Programs  
And  
Avox Systems, Inc.  
225 Erie St.  
Lancaster, NY 14086  
OFCCP Case No. R00301901**

**I. Preliminary Statement**

The Office of Federal Contract Compliance Programs (OFCCP) evaluated the Avox Systems, Inc.'s establishment located at 225 Erie St., Lancaster, New York beginning on December 21, 2020. OFCCP found that Avox Systems, Inc. ("Avox") failed to comply with Section 503 of the Rehabilitation Act of 1973 (Section 503), as amended, and the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (VEVRAA), as amended and their implementing regulations at 41 CFR Chapter 60.

OFCCP notified Avox of the specific violations and the corrective actions required in a Notice of Violations issued on August 17, 2021.

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

**II. General Terms and Conditions**

1. In exchange for Avox's fulfillment of all its obligations in this Agreement, OFCCP will not institute administrative or judicial enforcement proceedings under 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 Avox 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 Avox'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. Avox 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 Avox of its obligation to fully comply with the requirements of E.O. 11246, Section 503, the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (VEVRAA), their implementing regulations, or other applicable laws requiring nondiscrimination or equal employment opportunity through affirmative action.

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4. Avox 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 Avox submits its final progress report required in Section IV, below, unless OFCCP notifies Avox in writing before the expiration date that Avox 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 Avox has met all of its obligations under the Agreement.
10. If Avox violates this Agreement:
  - a. The procedures at 41 C.F.R. 60-741.63 (2014) will govern:
    - i. OFCCP will send Avox a written notice stating the alleged violations and summarizing any supporting evidence.
    - ii. Avox 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 Avox 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 Avox, 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. Avox may be subject to the sanctions set forth in 41 C.F.R. Part 60-300.66, 41 C.F.R. Part 60-741.66 and other appropriate relief for violating this Agreement.
11. Avox neither admits nor denies any violation of 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. 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.
15. 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 January 1, 2019 through June 30, 2020, Avox failed to undertake appropriate outreach and positive recruitment activities that were reasonably designed to effectively recruit protected individuals with disabilities, document these activities, assess their effectiveness, and document its review, in violation of 41 CFR 60-741.44(f). Specifically, Avox was unable to provide documentation to support compliance that appropriate outreach and positive recruitment activities that were reasonably designed to effectively recruit qualified individuals with disabilities were undertaken during the review period.

**REMEDY:** Avox will undertake appropriate external outreach and positive recruitment activities that are reasonably designed to effectively recruit protected individuals with disabilities, such as those described at 41 CFR 60-741.44(f)(2). Examples of additional types of outreach and positive recruitment activities include, but are not limited to:

- Entering into formal, written relationships with organizations to accomplish specified objectives, such as training, and/or referring job applicants with work experience or job skills that match or are related to existing and anticipated job vacancies;



- Creating internship programs for students with disabilities from local colleges and universities;
- Using the Workforce Recruitment Program (WRP) for students and graduates with disabilities to identify qualified temporary and permanent job candidates. See <http://wrp.jobs/employers/>;
- Participating in job fairs targeting qualified individuals with disabilities; and
- Using local disability service organizations or other resources identified by the contractor's existing Employee Resource Group (ERG) on disability to recruit qualified temporary and permanent job candidates.

Additional examples are in the text of the regulations.

Avox will annually review its outreach and recruitment activities, assess their effectiveness, and document this review, in accordance with 41 CFR 60-741.44(f) (3). Avox will document all activities it undertakes to comply with this section, in accordance with 41 CFR 60-741.44(f) (4).

2. **VIOLATION:** During the period January 1, 2020 through June 30, 2020, Avox failed to immediately list all employment openings with either the state workforce agency job bank or a local employment service delivery system serving the location where the openings occurred in violation of 41 CFR 60-300.5(a)2-6. Specifically, Avox stated in its correspondence dated April 12, 2021 that Avox did not post jobs with the New York state employment center.

**REMEDY:** Avox will list all employment openings as they occur with an appropriate employment service delivery system (ESDS) (either the state workforce agency job bank or a local ESDS) where the openings occur, in a manner and format that will allow the ESDS to provide priority referrals of protected veterans to Avox, as required by 41 CFR 60-300.5(a)2-6. With its initial listing, and as subsequently needed to update the information, Avox will also advise the employment service delivery system that it is a federal contractor that desires priority referrals of protected veterans for job openings at all locations within the state, and provide the employment service delivery system with the name and address of each of its hiring locations within the state and the contact information for the contractor official responsible for hiring at each location, in accordance with 41 CFR 60-300.5(a)4. Should any of the information in the disclosures change since it was last reported to the ESDS, Avox will provide updated information simultaneously with its next job listing.

#### IV. OFCCP Monitoring Period

1. **Recordkeeping.** Avox agrees to retain all records relevant to the violations cited in Section 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) and payroll data, job applications and personnel records, and any other records or data used to generate the required reports. Avox will retain the records until this Agreement expires or for the time period consistent with regulatory requirements, whichever is later.

2. **Contractor Reports.**

- a. **Schedule and Instructions.** Avox agrees to furnish OFCCP with the following report during the Monitoring Period according to the following schedule:

**Progress Report:** The report shall be due January 31, 2023 and will cover the period beginning January 1, 2022 through December 31, 2022.

Avox will submit the report to:

U.S. Department of Labor  
Office of Federal Contract Compliance Programs  
Diamond Head Building  
200 Sheffield Street, Suite 102  
Mountainside, NJ 07902  
ATTN: Compliance Officer (b) (6), (b) (7)(E)  
E-mail: (b) (6), (b) (7)(E)

The report will contain the following:

- An evaluation of Avox's outreach and recruitment efforts taken over the previous 12 months to evaluate their effectiveness in identifying and recruiting qualified protected individuals with disabilities, which will include a list of outreach activities and a description of each.
- At a minimum, the criteria it used to evaluate the effectiveness of each effort.
- Avox's conclusion as to whether its individuals with disabilities outreach efforts were effective.
- Documentation of Avox's listing of all job openings, as defined by 41 CFR 60-300.5(a)2-6, with an appropriate employment service delivery system (ESDS) (either the state workforce agency job bank or a local ESDS) where the openings occur. The report should include the number of referrals/responses and the number of hires, and to the extent known, the number of Vietnam Era and other veterans covered under OFCCP's regulations.

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Avox 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 Avox provides in accordance with this Agreement are customarily kept private or closely-held, and that Avox believes should remain confidential under Exemption 4 of the Freedom of Information Act (FOIA) in the event of a FOIA request, Avox 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.

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#### IV. SIGNATURES

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

This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and Avox Systems, Inc., 225 Erie St., Lancaster, New York.

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

Ibrahim Youssef  
President  
Avox Systems, Inc.  
225 Erie St.  
Lancaster, NY 14086

DATE: 8/18/2021

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

Joanne Karayiannidis  
District Director  
OFCCP - New Jersey District Office

DATE: 08/23/2021

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

Kevin Kollgard  
Assistant District Director  
OFCCP - New Jersey District Office

DATE: 08/23/2021

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

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

Compliance Officer  
OFCCP - New Jersey District Office

DATE: 08/23/2021