

**CONCILIATION AGREEMENT
BETWEEN
THE U.S. DEPARTMENT OF LABOR
OFFICE OF FEDERAL CONTRACT COMPLIANCE PROGRAMS
AND
ALTEC, INC.**

PART I. PRELIMINARY STATEMENT

The Office of Federal Contract Compliance Programs (“OFCCP”) initiated a focused review of Altec, Inc. (“Altec”), located 210 Inverness Center Drive, Birmingham, AL, on January 9, 2020. During the course of this investigation, OFCCP determined that Altec was not in compliance with Section 503 of the Rehabilitation Act of 1973 and its implementing regulations in 41 CFR Chapter 60 (“Section 503”). OFCCP notified Altec of the violation and the corrective actions required in a Notice of Violation issued on March 10, 2021. In the interest of resolving the violation without engaging in further legal proceedings and in exchange for the good and valuable consideration described in this document, OFCCP and Altec (“the Parties”) enter into this Conciliation Agreement (“Agreement”) and agree to all the terms stated below. The attachments to this Agreement are deemed incorporated into this Agreement.

PART II. GENERAL TERMS AND CONDITIONS

1. In exchange for Altec’s fulfillment of all its obligations in this Agreement, OFCCP will not institute administrative or judicial enforcement proceedings under Section 503 based on the violation alleged in the NOV. However, OFCCP retains the right to initiate legal proceedings to enforce this Agreement if Altec 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 Altec’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. Altec 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 Altec of its obligation to fully comply with the requirements of Executive Order 11246, as amended (E.O. 11246 or the Executive Order), Section 503, and/or the Vietnam Era Veterans’ Readjustment Assistance Act of 1974, as amended, 38 U.S.C. § 4212 (VEVRAA), their implementing regulations, or other applicable laws requiring nondiscrimination or equal employment opportunity through affirmative action.
4. Altec and OFCCP agree that any release of claims required by this Agreement will only pertain to claims under Section 503.

5. Altec 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 Regional Director (Effective Date).
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 Altec submits its final progress report required in Part IV, below, unless OFCCP notifies Altec in writing before the expiration date that Altec 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 Altec has met all of its obligations under the Agreement.
11. If Altec violates this Agreement:
 - a. The procedures at 41 C.F.R. 60-741.63 (2014) will govern:
 - i. OFCCP will send Altec a written notice stating the alleged violation and summarizing any supporting evidence.
 - ii. Altec 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 Altec 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 Altec, 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. Altec may be subject to the sanctions set forth in 41 C.F.R. 60-741.66 (2014), and/or other appropriate relief for violating this Agreement.
12. This Agreement does not constitute an admission by Altec of any violation of or noncompliance with Section 503 and its implementing regulations at 41 C.F.R. Part 60, nor has there been an adjudicated finding that Altec violated Section 503, and its implementing regulations at 41 C.F.R. Part 60.
13. OFCCP may seek enforcement of this Agreement itself and is not required to present proof of any underlying violation 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 Office of Federal Contract Compliance Programs.
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.

PART III. FINDINGS AND REMEDIES

A. FINDING

Altec failed to meet its reasonable accommodation obligations, as specified in 41 CFR § 60-741. Specifically, OFCCP’s investigation revealed that Altec’s former employee, [REDACTED] Ex (6), Ex (7)(C), was a qualified individual with a disability due to a physical impairment. In August 2019, [REDACTED] Ex (6), Ex (7)(C) informed Altec of health problems, and requested a reasonable accommodation due to [REDACTED] Ex (6), Ex (7)(C) condition. [REDACTED] Ex (6), Ex (7)(C) supported [REDACTED] Ex (6), Ex (7)(C) request with documentation from his physician indicating that [REDACTED] Ex (6), Ex (7)(C) could not perform [REDACTED] Ex (6), Ex (7)(C) work functions at the office without a reasonable accommodation. In response, Altec denied [REDACTED] Ex (6), Ex (7)(C) reasonable accommodation request. It offered [REDACTED] Ex (6), Ex (7)(C) short term disability and medical leave, and failed to engage in an interactive process regarding reasonable accommodations, as required by 41 CFR § 60-741. [REDACTED] Ex (6), Ex (7)(C) employment ended in October 2019 after [REDACTED] Ex (6), Ex (7)(C) exhausted [REDACTED] Ex (6), Ex (7)(C) leave.

B. REMEDIES

1. Monetary Remedies:

- a. **Release of Claims and Information Verification Form:** Within ten (10) days of the Effective Date of this Agreement, Altec will email Attachment A (“Release of Claims”) and Attachment B (“Information Verification Form”) to **Ex (6), Ex (7)(C)** must complete the Release of Claims and Information Verification form and return to Altec within twenty-one (21) days of **Ex (6)** receipt of the forms. OFCCP will provide Altec with the e-mail address on file.
- b. **Monetary Settlement:** Within fourteen (14) calendar days of Altec’s receipt of the executed Release of Claims Form and Information Verification Form, Altec shall mail **Ex (6), Ex (7)(C)** a check distributing \$85,000 (\$78,200 in back pay and \$6,800 in interest), less deductions required by law. Altec will pay all expenses associated with carrying out its duties pursuant to this section, from funds separate and apart from the amount designated in this Agreement for the monetary settlement.
- c. **Tax Payments, Forms and Reporting.** Altec will pay Altec’s share of social security withholdings, and any other tax payments required by law from additional funds separate from the monetary settlement. Altec’s share of taxes on the portion representing back pay (such as federal, state and/or local taxes and Federal Income Contributions Act (FICA)) is not part of the monetary settlement. Altec shall provide **Ex (6), Ex (7)(C)** an IRS Form W-2 for that portion of the payment representing back pay and an IRS Form 1099 for the portion of the payment representing interest. These IRS forms will be provided to **Ex (6), Ex (7)(C)** either at the time of payment, electronically or with the settlement checks, or at the end of the year. **Ex (6), Ex (7)(C)** will not be required to complete a W-4 or W-9 in order to receive payments under this settlement.

2. Other Remedies:

- a. **Policies and Procedures.** Altec will revise its policies and procedures regarding reasonable accommodations, and will implement a process for receiving and responding to employees’ requests for reasonable accommodations and/or complaints of disability discrimination, including complaints alleging denial of reasonable accommodation requests.
- b. **Training.** Altec will train all managers and other designated personnel on its reasonable accommodation procedures. The training will include instruction on how to meet their obligations under 41 CFR § 60-741, and include a formal assessment that ensures that personnel who have completed the training: (1) understand their obligations under 41CFR § 60-741; (2) consistently and fairly implement the new reasonable accommodation

procedures; and, (3) can properly document the results of their decisions and retain appropriate records.

- c. **Monitoring and Reporting.** OFCCP will monitor Altec's compliance during a twelve month period following the Agreement. During this period, Altec will submit (1) a copy of the revised policies; (2) documentation on its training; and, (3) documentation on any accommodation requests received, the interactive process in which Altec engaged, and their resolution.

PART IV. REPORTING

Altec shall submit the following to OFCCP, via email to [Ex (6), Ex (7)(C)]@dol.gov and [Ex (6), Ex (7)(C)]@dol.gov:

1. On August 13, 2021, Altec shall provide OFCCP with (1) documentation that it mailed the monetary payment to [Ex (6), Ex (7)(C)], including a mail tracking number; and (2) submit a copy of the check, indicating the recipient's name, issuance date, and the amount.
2. On September 13, 2021, Altec shall submit:
 - Documentation of all new policies and processes implemented in accordance with Part III of this Agreement.
 - Documentation of all training provided, including the formal assessment, as required by Part III of this Agreement.
3. On December 13, 2021, Altec shall submit:
 - Documentation of the check clearing the bank
 - Documentation on any accommodation requests received since the Effective Date, the interactive process in which Altec engaged, and their resolution.
4. On June 14, 2022, Altec shall submit:
 - Documentation on any accommodation requests received since the last report, interactive process in which Altec engaged, and their resolution.

Altec should retain records pertinent to the violation cited in Part III above, and for the reports submitted in compliance with this section. These records must include data and information underlying the required reports. Altec shall retain the records until the expiration of this Agreement or consistent with regulatory requirements, whichever is later. Altec and OFCCP have a common interest in the information being provided in the reports submitted pursuant to this Agreement. To the extent any of the reports Altec provides in accordance with this agreement are customarily kept private or closely-held, and Altec believes should remain confidential under Exemption 4 of FOIA in the event of a FOIA request, Altec 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.

PART V: SIGNATURES

The person signing this Conciliation Agreement on behalf of Altec, Inc. personally warrants that they are fully authorized to do so, that Altec, Inc. has entered into this agreement voluntarily and with the full knowledge of its effect, and the execution of this agreement is fully binding on Altec, Inc. This Conciliation Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and Altec, Inc.

DATE 6/11/2021

Ex (6), Ex (7)(C)

Tere' Edwards
Compliance Manager
Altec, Inc.

DATE June 11, 2021

Ex (6), Ex (7)(C)

Aida Y. Collins
Regional Director- Southeast
Office of Federal Contract Compliance Programs

Attachment

- Attachment A- Release of Claims Form
- Attachment B-Information Verification Form

ATTACHMENT A

**RELEASE OF CLAIMS UNDER SECTION 503 OF THE REHABILITATION
ACT, AS AMENDED**

This Release of Claims (Release) under Section 503 of the Rehabilitation Act, as amended (Section 503), is a legal document. This document states that in return for Altec, Inc. (Altec) paying you money, you agree that you will not file any lawsuit against Altec for allegedly violating Section 503, in connection with its failing to engage in an appropriate interactive accommodation process as it relates to your disability and employment with Altec. It also says that Altec does not admit it violated Section 503. This Release says you had sufficient time to look at the document, to talk with others about the document, including an attorney if you choose, and that no one pressured you into signing the document. Finally, it says that if you do not sign and return the document by a certain date, you will not receive any money.

In consideration of the payment of \$85,000 (less deductions required by law) by Altec to me, which I agree is acceptable, I, (print name) _____, agree to the following:

I.

I hereby waive, release and forever discharge Altec, its predecessors, successors, related entities, parents, subsidiaries, affiliates and organizations, and its and their shareholders, directors, officers, employees, agents, successors, and assigns, of and from any and all actions, causes of action, damages, liabilities, and claims arising out of or actionable under Section 503, which I or my representatives (heirs, executors, administrators, or assigns) have or may have had which relate to Altec failing to engage in an appropriate interactive accommodation process as it relates to my disability at any time through the effective date of this Release. By signing this agreement, I agree that I have been made whole for any claim that could have been brought under Section 503, relating to my reasonable accommodation request with Altec through the Effective Date of this Release.

II.

I understand that Altec denies that it treated me unlawfully or unfairly in any way and that Altec entered into a Conciliation Agreement with the U.S. Department of Labor, Office of Federal Contract Compliance Programs (OFCCP) and agreed to make the payment described above to resolve this matter. I further agree that the payment of the aforesaid sum by Altec to me is not to be construed as an admission of any liability under Section 503 by Altec.

III.

I declare that I have read this Release and that I have had a full opportunity to consider and understand its terms and to consult with my advisors and seek legal advice. I further declare that I have decided of my own free will to sign this Release.

IV.

I understand that if I do not sign this Release and return it to the contact provided, by the deadline (within 21 days of receipt of this Release), I will not be entitled to receive any payment (less deductions required by law) from Altec.

IN WITNESS WHEREOF, I have signed this document on this ____ day of _____, 2021.

Printed Name

Signature

ATTACHMENT B

INFORMATION VERIFICATION FORM

You must complete this form in order to be eligible for the monetary payment under the terms of the Conciliation Agreement ("Agreement") between Altec and the Department of Labor's Office of Federal Contract Compliance Programs. Please print legibly, except for the signature.

Name:

Address:

Telephone Nos.:

Home _____ Cell _____ Work _____

IF YOU FAIL TO COMPLETE AND RETURN THE ENCLOSED DOCUMENTS TO THE CONTACT BELOW WITHIN 21 DAYS OF RECEIPT, YOU WILL NOT BE ELIGIBLE TO RECEIVE A PAYMENT. THE FORMS SHOULD BE RETURNED TO:

Tere' Edwards _____

VIA EMAIL: Ex (6), Ex (7)(C)@altec.com

OR VIA MAIL:

Altec, Inc.

210 Inverness Center Drive, Birmingham, AL 35242

I, _____, certify the above is true and correct.

(print name)

Signature

Date