

Conciliation Agreement
Between the
U.S. Department of Labor Office of Federal Contract Compliance Programs
and
Quality Air Heating and Cooling

I. Preliminary Statement

The Office of Federal Contract Compliance Programs (OFCCP) evaluated the Quality Air Heating and Cooling establishment located at 3395 Kraft Ave. SE, Grand Rapids, Michigan 49512, beginning on June 25, 2020. OFCCP found that Quality Air Heating and Cooling failed to comply with Executive Order 11246, as amended (E.O. 11246 or the Executive Order), Section 503 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 793 (Section 503), and 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 60-1.12(a), 41 CFR 60-300.5(a)2-6, and 41 CFR 60-741.44(f).

OFCCP notified Quality Air Heating and Cooling of the specific violations and the corrective actions required in a Notice of Violation (NOV) issued on June 16, 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 Quality Air Heating and Cooling enter into this Conciliation Agreement (Agreement), and the parties agree to all the terms therein.

II. General Terms and Conditions

1. In exchange for Quality Air Heating and Cooling'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/or VEVRAA based on the violations alleged in the NOV. However, OFCCP retains the right to initiate legal proceedings to enforce this Agreement if Quality Air Heating and Cooling violates any provision of this Agreement, as set forth in Paragraph 10, below. Nothing in this Agreement precludes OFCCP from initiating enforcement proceedings based on future compliance evaluations or complaint investigations.
2. OFCCP may review Quality Air Heating and Cooling'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 related to Quality Air Heating and Cooling's compliance with this agreement. Quality Air Heating and Cooling 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 OFCCP requests, including those specified in this Agreement.
3. Nothing in this Agreement relieves Quality Air Heating and Cooling 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. Quality Air Heating and Cooling agree 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 (Effective Date).
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 Quality Air Heating and Cooling submits its final progress report required in Section IV, below, unless OFCCP notifies Quality Air Heating and Cooling in writing before the expiration date that Quality Air Heating and Cooling 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 Quality Air Heating and Cooling has met all of its obligations under the Agreement.
10. If Quality Air Heating and Cooling violates this Agreement:
 - a. The procedures at include references as applicable: 41 C.F.R. 60-1.34, 41 C.F.R. 60-300.63, and 41 C.F.R. 60-741.63 will govern:
 - i. OFCCP will send Quality Air Heating and Cooling a written notice stating the alleged violations and summarizing any supporting evidence.
 - ii. Quality Air Heating and Cooling 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 Quality Air Heating and Cooling 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 Quality Air Heating and Cooling, 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. Quality Air Heating and Cooling 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 other appropriate relief for violating this Agreement.
- 11. Quality Air Heating and Cooling 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. Violations and Remedies

- 1. **VIOLATION:** During the period October 1, 2018 through April 30, 2020, Quality Air Heating and Cooling failed to maintain and preserve all personnel or employment records for a period of not less than two years from the date of the making of the record or the personnel action involved, whichever occurs later. Specifically, Quality Air Heating and Cooling failed to keep applicant records and provide an explanation or evidence of why there is a one to one ratio for hiring, in accordance with 41 CFR 60-1.12(a).

REMEDY: Quality Air Heating and Cooling will maintain and preserve all personnel or employment records made or kept in either electronic or hard copy format, including but not limited to all expressions of interest through the internet or related electronic data technologies, records related to internal and/or external databases, physical and online

applications, completed applicant self-identification forms, resumes, testing materials, and interview records, for not less than two years from the date of the making of the record or the personnel action involved, whichever occurs later, in accordance with 41 CFR 60-1.12(a). Where a compliance evaluation has been initiated by OFCCP, Quality Air Heating and Cooling will preserve all employment or personnel records beyond the two year period until OFCCP makes a final disposition in the matter.

2. **VIOLATION:** During the period October 1, 2018 through April 30, 2020, Quality Air Heating and Cooling failed to immediately list all employment openings with either the state workforce agency job bank or a local employment service delivery system (ESDS) serving the location where the openings occurred, in violation of 41 CFR 60-300.5(a)2-6. Specifically, Quality Air Heating and Cooling, failed to list job vacancies with an ESDS which will allow that system to provide priority referral of veterans protected by VEVRAA for that job vacancy.

REMEDY: Quality Air Heating and Cooling 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 Quality Air Heating and Cooling, as required by 41 CFR 60-300.5(a)2-6. With its initial listing, and as subsequently needed to update the information, Quality Air Heating and Cooling must also advise the ESDS 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 ESDS with the name and address of each of its hiring locations within the state and the contact information for Quality Air Heating and Cooling's 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, Quality Air Heating and Cooling shall provide updated information simultaneously with its next job listing.

3. **VIOLATION:** During the period October 1, 2018 through April 30, 2020, Quality Air Heating and Cooling failed to undertake appropriate outreach and positive recruitment activities that were reasonably designed to effectively recruit qualified individuals with disabilities, document these activities, assess their effectiveness, and document its review, in violation of 41 CFR 60-741.44(f). Specifically, Quality Air Heating and Cooling failed to evaluate the effectiveness of each outreach and positive recruitment effort it undertook and failed to draw a conclusion as to whether the totality of the efforts was effective in identifying and recruiting qualified individuals with disabilities and if the conclusion was reasonable.

REMEDY: Quality Air Heating and Cooling will undertake appropriate external outreach and positive recruitment activities that are reasonably designed to effectively

recruit qualified individuals with disabilities, such as those described at 41 CFR 60–741.44(f)(2). Quality Air Heating and Cooling 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). Quality Air Heating and Cooling will document all activities it undertakes to comply with this section, in accordance with 41 CFR 60–741.44(f)(4).

1. OFCCP Monitoring Period

1. **Recordkeeping.** Quality Air Heating and Cooling 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. Quality Air Heating and Cooling will retain the records until this Agreement expires or for the time period consistent with regulatory requirements, whichever is later.

2. Quality Air Heating and Cooling Reports

Quality Air Heating and Cooling agrees to furnish OFCCP with the following reports during the Monitoring Period according to the following schedule: Each report will contain the documentation specified according to the dates scheduled: Due on June 15, 2022, covering the period of June 1, 2021 through May 31, 2022.

- a. Copy of Quality Air Heating and Cooling’s applicant flow log with each applicant’s date of application and date of hire.
- b. Copy of documentation showing Quality Air Heating and Cooling listed 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 Quality Air Heating and Cooling.
- c. Documented assessment showing Quality Air Heating and Cooling evaluated the effectiveness of each outreach and positive recruitment effort and determined whether the totality of the efforts were effective in identifying and recruiting qualified veterans, and if the conclusion was reasonable.
- d. Documented assessment showing Quality Air Heating and Cooling evaluated the effectiveness of each outreach and positive recruitment effort and determined whether the totality of the efforts were effective in identifying and recruiting qualified individuals with disabilities, and if the conclusion was reasonable.

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 Quality Air Heating and Cooling's final progress report as set forth in Section II, Paragraph 9 above. If OFCCP fails to notify Quality Air Heating and Cooling in writing within sixty (60) days of the date of the final progress report that Quality Air Heating and Cooling 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 Quality Air Heating and Cooling within the allotted time that it has not fulfilled all of its obligations, this Agreement is automatically extended until the date that OFCCP determines Quality Air Heating and Cooling has met all of its obligations under the Agreement.

2. SIGNATURES

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

This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and Quality Air Heating and Cooling, 3395 Kraft Ave. SE, Grand Rapids, Michigan 49512.

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

Chuck Jagoe
President
Quality Air Heating and Cooling
Grand Rapids, Michigan

DATE: 6/22/2021

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

Phyllis E. Lipkin
District Director
Midwest Region

DATE: _____

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

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

Compliance Officer
Midwest Region

DATE: 6/22/2021