

.Conciliation Agreement  
Between the  
U.S. Department of Labor Office of Federal Contract Compliance Programs  
and  
The Alaska Club

**I. Preliminary Statement**

The Office of Federal Contract Compliance Programs (OFCCP) evaluated The Alaska Club, establishment located at 5201 E. Tudor RD, Anchorage, AK 99507-1220, beginning on June 8, 2020. OFCCP found that The Alaska Club failed to comply with Section 503 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 793 (Section 503), and its respective implementing regulations at 41 CFR § 60-741.

OFCCP notified The Alaska Club of the specific violations and the corrective actions required in a Notice of Violation (NOV) issued on May 28, 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 The Alaska Club enter into this Conciliation Agreement (Agreement) and its attachments, and the parties agree to all the terms therein.

**II. General Terms and Conditions**

1. In exchange for The Alaska Club's fulfillment of all its obligations in this Agreement, OFCCP will not institute administrative or judicial enforcement proceedings under Executive Order 11246, as amended (E.O. 11246), Section 503, and/or the Vietnam Era Veterans' Readjustments Assistance Act, as amended, 38 U.S.C. § 4212 (VEVRAA) based on the violations alleged in the NOV. However, OFCCP retains the right to initiate legal proceedings to enforce this Agreement if The Alaska Club 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 The Alaska Club'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. The Alaska Club 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 The Alaska Club 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. The Alaska Club 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 Leigh Jones (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 The Alaska Club submits its final progress report required in Section IV, below, unless OFCCP notifies The Alaska Club in writing before the expiration date that The Alaska Club 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 The Alaska Club has met all of its obligations under the Agreement.
10. If The Alaska Club violates this Agreement:
  - a. The procedures at 41 CFR § 60-741.63 will govern:
    - i. OFCCP will send The Alaska Club a written notice stating the alleged violation(s) and summarizing any supporting evidence.
    - ii. The "The Alaska Club" 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 The Alaska Club 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 "The Alaska Club", 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. The Alaska Club may be subject to the sanctions set forth in 41 CFR § 60-741.66, and/or other appropriate relief for violating this Agreement.
- 11. The Alaska Club 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 June 12, 2018 through December 31, 2019, The Alaska Club failed to prepare and maintain an affirmative action program (AAP) for qualified individuals with disabilities at each establishment, in violation of 41 CFR § 60-741.40(b). Accordingly, The Alaska Club failed to comply with any of its AAP obligations set forth in Subpart C of the regulations, 41 CFR § 60-741.40-45.

**REMEDY:** On August 31, 2020, The Alaska Club provided their AAP although it was still deficient in some areas. The Alaska Club will prepare and maintain an affirmative action program (AAP) for qualified individuals with disabilities at each establishment. The AAP shall set forth The Alaska Club's policies and procedures in accordance with 41 CFR § 741.40-45. This AAP may be integrated into or kept separate from other AAPs. The Alaska Club shall review and update annually its AAP pursuant to 41 CFR § 60-741.40(c), and will comply with all obligations set forth in Subpart C of the regulations, 41 CFR § 60-741.40-45.

2. **VIOLATION:** During the period June 12, 2018 through December 31, 2019, The Alaska Club failed to invite its employees and applicants for employment to voluntarily self-identify as an individual with a disability, using the OMB-approved form for this purpose, in violation of 41 CFR § 60-741.42. Specifically, The Alaska Club failed to conduct the initial survey and follow-up surveys of its employees; failed to invite applicants to self identify as an individual with a disability at the pre and post-offer stages; and finally failed to use an approved form.

**REMEDY:** The Alaska Club 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 will be made using the OMB-approved form for this purpose (available on the OFCCP website). More specifically, The Alaska Club 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). The Alaska Club will 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, The Alaska Club will 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, The Alaska Club will remind its employees that they may voluntarily update their disability-related self-identification information at any time. The Alaska Club 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).

3. **VIOLATION:** The Alaska Club's Section 503 AAP failed to include all the required contents, as required by 41 CFR § 60-741.44. Specifically, The Alaska Club's AAP failed to include the review of personnel processes element described in 41 CFR § 60-741.44(b).

**REMEDY:** The Alaska Club will include the review of personnel process element described in 41 CFR § 60-741.44(b) in its Section 503 AAP, as required by 41 CFR § 60-741.44.

4. **VIOLATION:** During the period June 12, 2018 through December 31, 2019, The Alaska Club failed to review all physical and mental job qualifications standards to ensure that, to the extent qualification standards tend to screen out qualified individuals with disabilities, they are job-related for the position in question and are consistent with business necessity, as required by 41 CFR § 60-741.44(c)(1).

**REMEDY:** The Alaska Club will review all physical and mental job qualifications standards to ensure that, to the extent qualification standards tend to screen out qualified

individuals with disabilities, they are job-related for the position in question and are consistent with business necessity, as required by 41 CFR § 60-741.44(c)(1).

5. **VIOLATION:** During the period June 12, 2018 through December 31, 2019, The Alaska Club failed to undertake appropriate outreach and positive recruitment activities that were reasonably designed to effectively recruit qualified individuals with disabilities, in violation of 41 CFR § 60-741.44(f)(1)(i).

**REMEDY:** The Alaska Club 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).

6. **VIOLATION:** During the period June 12, 2018 through December 31, 2019, The Alaska Club failed to annually review the effectiveness of the outreach and recruitment efforts it took over the previous twelve months to identify and recruit qualified individuals with disabilities as required by 41 CFR § 60-741.44(f)(3).

**REMEDY:** The Alaska Club 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). If The Alaska Club concludes that the totality of its efforts were not effective in identifying and recruiting qualified individuals with disabilities, it shall identify and implement alternative efforts listed in 41 CFR § 60-741.44(f)(1) or (f)(2).

7. **VIOLATION:** During the period June 12, 2018 through December 31, 2019, The Alaska Club failed to design and implement an audit and reporting system, as required by 41 CFR § 60-741.44(h)(1). Specifically, The Alaska Club failed to measure the effectiveness of its affirmative action program; indicate any need for remedial action; determine the degree to which The Alaska Club's objectives have been attained; determine whether known individuals with disabilities had the opportunity to participate in all company sponsored educational, training, recreational and social activities; measure The Alaska Club's compliance with the affirmative action program's specific obligations; and document the actions taken to comply with the obligations of 41 CFR § 60-741.44(h)(1)(i) through (v).

**REMEDY:** The Alaska Club will design and implement an audit and reporting system, as required by 41 CFR § 60-741.44(h)(1). Specifically, The Alaska Club will design and implement an audit and reporting system that measures the effectiveness of its affirmative action program; indicates any need for remedial action; determines the degree to which The Alaska Club's objectives have been attained; determines whether known individuals with disabilities have had the opportunity to participate in all company sponsored educational, training, recreational and social activities; measures The Alaska Club's compliance with the affirmative action program's specific obligations; and documents the actions taken to comply with these obligations.

8. **VIOLATION:** During the period June 12, 2018 through December 31, 2019, The Alaska Club failed to train its personnel to ensure that EEO and affirmative action program commitments were implemented, as required by 41 CFR § 60-741.44(j).

**REMEDY:** The Alaska Club will train its personnel to ensure that EEO and affirmative action program commitments are implemented, as required by 41 CFR § 60-741.44(j).

9. **VIOLATION:** The Alaska Club's Section 503 AAP failed to include all the required contents, as required by 41 CFR § 60-741.44. Specifically, The Alaska Club's AAP failed to include the data collection analysis element described in 41 CFR § 60-741.44(k).

**REMEDY:** The Alaska Club will include the data collection analysis described in 41 CFR 60-741.44(k) in its Section 503 AAP, as required by 41 CFR § 60-741.44. Specifically, The Alaska Club will document the following computations or comparisons pertaining to applicants and hires on an annual basis, and will maintain this data for three (3) years, as required by 41 CFR § 60-741.44(k):

- The number of applicants who self-identified as individuals with disabilities pursuant to 41 CFR § 60-741.42(a), or who are otherwise known as individuals with disabilities;
- The total number of job openings and total number of jobs filled;
- The total number of applicants for all jobs;
- The number of applicants with disabilities hired; and
- The total number of applicants hired.

10. **VIOLATION:** During the period June 12, 2018 through December 31, 2019, The Alaska Club failed to evaluate its utilization of individuals with disabilities using the goal established by OFCCP, in violation of 41 CFR § 60-741.45. Specifically, The Alaska Club conducted no utilization analysis.

**REMEDY:** The Alaska Club will annually evaluate its utilization of individuals with disabilities using the 7 percent goal established by OFCCP, as required by 41 CFR § 60-741.45. When conducting this utilization analysis, The Alaska Club will use the job groups established for utilization analyses required by Executive Order 11246, as required by 41 CFR § 60-741.45(d)(2). However, if The Alaska Club has a total workforce of 100 or fewer employees, it may, instead, choose to measure the representation of individuals with disabilities in its workforce as a whole, using the 7 percent goal established by OFCCP, as permitted by 41 CFR § 60-741.45(d)(2)(i). Should the percentage of individuals with disabilities in one or more job groups or in The Alaska Club's workforce be less than the utilization goal, The Alaska Club will take steps, as required by 41 CFR § 60-741.45(e), to determine whether and where impediments to equal employment exist, and must develop and execute action-oriented

programs to correct any identified problems, as required by 41 CFR § 60-741.45(f).

- 11. VIOLATION:** During the period June 12, 2018 through December 31, 2019, The Alaska Club failed to keep and preserve complete and accurate personnel and employment records, in violation of 41 CFR § 60-741.80. Specifically, The Alaska Club failed to keep applicant, testing, interview, hiring or other general personnel or employment records; failed to keep only those personnel or employment records specific to Section 503 obligations; and failed to keep the records specified in 41 CFR § 60-741.80(b) for three years.

**REMEDY:** The Alaska Club will keep and preserve complete and accurate personnel and employment records, in accordance with 41 CFR 60-741.80, and will keep and preserve those records specified in 41 CFR § 60-741.80(b) for a period of three years from the date of the making of the record.

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

1. **Recordkeeping.** The Alaska Club agrees to retain all records relevant to the violation(s) 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. The Alaska Club will retain the records until this Agreement expires or for the time period consistent with regulatory requirements, whichever is later.
2. **Contractor Reports.**

The Alaska Club agrees to furnish OFCCP with the following reports during the Monitoring Period. These reporting requirements should only be continued based upon The Alaska Club being a federal contractor whose contract(s) render it subject to the regulations. Each report will contain the documentation specified according to the dates scheduled:

- a. Progress Report 1: Due on **February 28, 2022** covering the period of July 1, 2021 through December 31, 2021.
- b. Progress Report 2: Due on **February 28, 2023** covering the period of January 1, 2022 through December 31, 2022.

Pursuant to Remedy 1: The Alaska Club will provide the components listed below pursuant to Remedy 2 through Remedy 12 for its current year AAP.

Pursuant to Remedy 2: Documentation showing that the Alaska Club invited job applicants and employees during the reporting period to volunteer self-identify as individuals with disabilities, using the OMB-approved form published on the

OFCCP website, as required by the affirmative action obligations set forth in subpart C of the regulations at 41 CFR § 60 – 741.42.

Pursuant to Remedy 3: Documentation showing that The Alaska Club has reviewed their personnel processes that provide for careful, thorough, and systematic consideration of the job qualifications of applicants and employees with known disabilities for vacancies filled either by hiring or promotion, and for all training opportunities offered or available, as required by 41 CFR § 60 – 741.44 (b).

Pursuant to Remedy 4: Documentation showing that The Alaska Club has created a schedule for the periodic review of all physical and mental job qualification standards to ensure that, to the extent qualification standards tend to screen out qualified individuals with disabilities, they are job-related for the position in question and are consistent with business necessity, as required by 41 CFR § 60 – 741.44(c).

Pursuant to Remedy 5: Documentation showing that The Alaska Club has conducted outreach and positive recruitment activities taken on behalf of qualified individuals with disabilities, including evidence of vacancy announcement sent to, and communication with, at least three organizations, among either those identified as organizations that promote rehabilitation or employment of individuals with disabilities, such as those described at 41 CFR § 60-741.44(f)(2).

Pursuant to Remedy 6: Documentation showing that The Alaska Club has conducted an assessment of their external outreach and recruitment efforts, and provide an evaluation of their totality of efforts.

Pursuant to Remedy 8: Documentation showing that The Alaska Club has implemented an audit and reporting system, as required by 41 CFR § 60-741.44(h)(1).

Pursuant to Remedy 9: Documentation showing that The Alaska club has conducted training for its personnel to ensure that EEO and affirmative action program commitments were implemented. The Alaska club will provide the following information:

- Time and place of training;
- Name and job title of the person(s) who conducted the training;
- Name, job title, and signature of all the Alaska club managers and supervisor employees who attended the training;
- Subject matter of the training, including any handouts, visual presentations or other materials;
- The location and duration of the training; and



- Any expenses associated with the training.

Pursuant to Remedy 10: Copies of the data collection analysis for individuals with disabilities to include information on the computations and comparisons pertaining to applicants and hires. The Alaska club will provide:

- the number of applicants who self-identified as individuals with disabilities, or who are otherwise known to be individuals with disabilities;
- the total number of job openings and total number of jobs filled;
- the total number of applicants for all jobs;
- the number of applicants with disabilities hired; and
- the total number of applicants hired.

Pursuant to Remedy 11: A copy of The Alaska club's current utilization analysis for individuals with disabilities.

Pursuant to Remedy 12: A narrative statement explaining how The Alaska club revised its record-keeping procedures to ensure they adhere to section 503 obligations.

The Alaska Club will submit reports to Assistant District Director, Quanda Evans, at (b) (6), (b) (7)(C)@dol.gov. The Alaska Club 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 The Alaska Club provides in accordance with this Agreement are trade secrets, commercial, and/or financial in nature, and customarily kept private or closely-held, and The Alaska Club 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 promptly notify The Alaska Club of the FOIA request and provide Contractor an opportunity to object to disclosure. OFCCP will withhold disclosure of such reports to the maximum extent allowable by law.

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

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## V. SIGNATURES

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

This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and The Alaska Club located at 5201 E. Tudor RD, Anchorage, AK 99507-1220.

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

Robert Brewster  
President & CEO  
The Alaska Club  
5201 E. Tudor RD,

DATE: 6/30/21

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

Quanda Evans  
Assistant District Director  
Acting Portland Area Office Director  
Seattle District Office

DATE: 6/30/21

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

Leigh Jones  
District Director  
Seattle & Portland Offices

DATE: 6/30/21