

Conciliation Agreement
Between the
U.S. Department of Labor Office of Federal Contract Compliance Programs
and
RF Technologies, Inc.

I. Preliminary Statement

The Office of Federal Contract Compliance Programs (OFCCP) evaluated the RF Technologies, Inc. (RF Technologies), establishment located at 3125 N. 126th Street, Brookfield, WI 53005, beginning on December 17, 2020. OFCCP found that RF Technologies failed to comply with 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 60-300.

OFCCP notified RF Technologies of the specific violations and the corrective actions required in a Notice of Violation (NOV) issued on September 10, 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 RF Technologies 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 RF Technologies' fulfillment of all its obligations in this Agreement, OFCCP will not institute administrative or judicial enforcement proceedings under VEVRAA based on the violation alleged in the NOV. However, OFCCP retains the right to initiate legal proceedings to enforce this Agreement if RF Technologies 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 RF Technologies' compliance with this Agreement. As part of this review, OFCCP may require written reports, inspect the premises, interview witnesses, and examine and copy documents. RF Technologies 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 RF Technologies 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. RF Technologies 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 (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 RF Technologies submits its final progress report required in Section IV, below, unless OFCCP notifies RF Technologies in writing before the expiration date that RF Technologies 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 RF Technologies has met all of its obligations under the Agreement.
10. If RF Technologies violates this Agreement:
 - a. The procedures at 41 C.F.R. 60-300.63 will govern:
 - i. OFCCP will send RF Technologies a written notice stating the alleged violation(s) and summarizing any supporting evidence.
 - ii. RF Technologies 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 RF Technologies 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 RF Technologies, 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. RF Technologies may be subject to the sanctions set forth in 41 C.F.R. 60-300.66, and/or other appropriate relief for violating this Agreement.

11. RF Technologies 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 December 18, 2018 through December 17, 2020, RF Technologies failed to prepare and maintain an affirmative action program (AAP) for protected veterans at each establishment, in violation of 41 CFR 60–300.40(b). Accordingly, RF Technologies failed to comply with any of its AAP obligations set forth in Subpart C of the regulations, 41 CFR 60–300.40–45.

Remedy: RF Technologies will prepare and maintain an affirmative action program (AAP) for protected veterans at each establishment. The AAP shall set forth RF Technologies’ policies and procedures in accordance with 41 CFR 300.40–45. This AAP may be integrated into or kept separate from other AAP’s. RF Technologies shall review and annually update its AAP pursuant to 41 CFR 60–300.40(c), and must comply with all obligations set forth in Subpart C of the regulations, 41 CFR 60–300.40–45.

2. **Violation:** During the period December 18, 2018 through December 17, 2020, RF Technologies failed to invite applicants to inform RF Technologies whether the applicant believes that he or she is a veteran protected by VEVRAA, in violation of 41 CFR 60-300.42.

Corrective Action: RF Technologies will invite applicants to inform it whether the applicant believes that he or she is a veteran protected by VEVRAA, as required by

41 CFR 60-300.42. More specifically, RF Technologies will invite applicants for employment, prior to an offer of employment, to voluntarily identify as a protected veteran. Additionally, RF Technologies will invite applicants for employment, after an offer of employment but before applicants begin their job duties, to voluntarily inform it whether the applicant believes that he or she is a protected veteran. RF Technologies may invite the applicant to also indicate if he or she belongs to one or more of the specific categories of protected veterans, as defined by 41 CFR 60-300.2(q). All invitations to self-identify as a protected veteran must comply with the requirements of 41 CFR 60-300.42(c). RF Technologies must 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 60-300.42(e).

IV. OFCCP Monitoring Period

1. **Recordkeeping.** RF Technologies 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. Contractor will retain the records until this Agreement expires or for the time period consistent with regulatory requirements, whichever is later.

2. **Contractor Reports.**

RF Technologies 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: Due 120 days after the effective date of this agreement.

The text portion of RF Technologies' affirmative action for protected veterans in accordance with the regulations found at 41 CFR 300.40.

- b. Progress Report 2: Due on July 31, 2022 covering the period of January 1, 2022 through June 30, 2022.

RF Technologies' data collection as defined by 41 CFR 60-300.44k showing total applicants, total veteran applicants, total hires, total veteran hires, number of job openings, and number of jobs filled.

- c. Progress Report 2: Due on February 15, 2023 covering the period of January 1, 2022 through December 31, 2022.

- (1) The text portion of RF Technologies' affirmative action for protected veterans in accordance with the regulations found at 41 CFR 300.40
- (2) RF Technologies' data collection as defined by 41 CFR 60-300.44k showing total applicants, total veteran applicants, total hires, total veteran hires, number of job openings, and number of jobs filled.
- (3) A listing of protected veterans who have requested a reasonable accommodation to include whether the request was approved or denied and the reason it was denied;
- (4) RF Technologies' results of the evaluation of the effectiveness of outreach and recruitment efforts that were intended to identify and recruit qualified protected veterans as described in 41 CFR 60-300.44(f).

RF Technologies will submit reports to Compliance Officer (b) (6), (b) (7)(E) at (b) (6), (b) (7)(C)@dol.gov. RF Technologies and OFCCP have a common interest in the being provided in the reports pursuant to this Agreement. To the extent any of the reports RF Technologies provides in accordance with this Agreement are trade secrets, commercial, and/or financial in nature, and customarily kept private or closely-held, and the RF Technologies 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 RF Technologies 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 RF Technologies' final progress report as set forth in Section II, Paragraph 9 above. If OFCCP fails to notify RF Technologies in writing within sixty (60) days of the date of the final progress report that RF Technologies or 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 RF Technologies within the allotted time that it has not fulfilled all of its obligations, this Agreement is automatically extended until the date that OFCCP determines RF Technologies has met all of its obligations under the Agreement.

V. SIGNATURES

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

This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and RF Technologies, Inc. located at 3125 N. 126th Street, Brookfield, WI 53005.

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

Glen Jonas
CEO
RF Technologies, Inc.
Brookfield, Wisconsin

DATE: 9/14/21

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

Timothy Roark
District Director
Milwaukee District Office

DATE: 9/20/2021

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

(b) (7)(C), (b) (7)(E)

Compliance Officer
Milwaukee District Office

DATE: 9/16/2022