

Conciliation Agreement  
Between the  
U.S. Department of Labor Office of Federal Contract Compliance Programs  
And  
Parametrix Inc

**I. Preliminary Statement**

The Office of Federal Contract Compliance Programs (OFCCP) evaluated the Parametrix Inc (Parametrix) establishment located at 1019 39<sup>th</sup> Avenue SE, Suite 100, Puyallup, Washington, beginning on July 28, 2021. OFCCP found that Parametrix 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 C.F.R. Chapter 60.

OFCCP notified Parametrix of the specific violation(s) and the corrective action(s) required in a Notice of Violation (NOV) issued on January 12, 2022.

In the interest of resolving the violations without engaging in further legal proceedings and in exchange for sufficient and valuable consideration described in this document, OFCCP and Parametrix 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 Parametrix's fulfillment of all its obligations in this Agreement, OFCCP will not institute administrative or judicial enforcement proceedings under VEVRAA based on the violations alleged in the NOV. However, OFCCP retains the right to initiate legal proceedings to enforce this Agreement if Parametrix 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 Parametrix'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. Parametrix 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 Parametrix of its obligation to fully comply with the requirements of Executive Order 11246, as amended (E.O. 11246 or the Executive Order), Section 503 of the Rehabilitation Act of 1973, as amended (Section 503), VEVRAA, their implementing regulations, or other applicable laws requiring nondiscrimination or equal employment opportunity through affirmative action.
4. Parametrix 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 Parametrix submits its final progress report required in Section IV, below, unless OFCCP notifies Parametrix in writing before the expiration date that Parametrix 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 Parametrix has met all of its obligations under the Agreement.
10. If Parametrix violates this Agreement:
  - a. The procedures at 41 C.F.R. 60-300.63 will govern:
    - i. OFCCP will send Parametrix a written notice stating the alleged violations and summarizing any supporting evidence.
    - ii. Parametrix 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 Parametrix 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 the Parametrix, 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. Parametrix 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. Parametrix 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.

### **III. Technical Violations and Remedies**

**VIOLATION:** During the period March 1, 2020 through February 28, 2021, Parametrix failed to undertake appropriate outreach and positive recruitment activities that were reasonably designed to effectively recruit protected veterans, in violation of 41 C.F.R. 60-300.44(f)(1)(i). Specifically, Parametrix suspended all in-person recruitment efforts as a result of the COVID-19 pandemic, but did not develop alternative methods in order to identify qualified veteran applicants.

**REMEDY:** Parametrix will undertake appropriate external outreach and positive recruitment activities that are reasonably designed to effectively recruit protected veterans, such as those described at 41 C.F.R. 60-300.44(f)(2). Parametrix agrees to enlist, at a minimum, the assistance of community-based organizations and recruitment sources listed in the Attachment by sending vacancy announcements for hiring opportunities in sufficient time for referrals to be made and applications for opportunities to be submitted.

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

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

Parametrix 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 on March 31, 2023 covering the period of March 1, 2022 through February 28, 2023.
- b. **Progress Report 2:** Due on March 31, 2024 covering the period of March 1, 2023 through February 29, 2024.

Documentation of:

- i. Evidence (i.e. copies of letters, memos, e-mails, or other documents generated through the normal course of business) to verify that the community based organizations in the Attachment were notified of Parametrix’s vacancies, within sufficient time prior to the closing date of the vacancies, consistent with business needs, for the organizations to find and refer qualified applicants.
- ii. Total hire activity by job group, broken out by sex, race, ethnicity, veteran status, and other relevant covered group status; and
- iii. Total hire activity and number of people referred from each linkage source agreed to in the Agreement, and any other appropriate source, broken out by sex, race, ethnicity, veteran status, and other relevant covered group status.

Parametrix will submit reports to Compliance Officer (b) (7)(E), (b) (6). Parametrix 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 Parametrix provides in accordance with this Agreement are trade secrets, commercial, and/or financial in nature, and customarily kept private or closely-held, and Parametrix believes should remain confidential under Exemption 4 of the Freedom of Information Act (FOIA) in the event of a FOIA request, Parametrix will provide such reports to OFCCP marked as “Confidential”. In the event of a FOIA request, OFCCP will promptly notify Parametrix of the FOIA request and provide Parametrix 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 Parametrix’s final progress report as set forth in Part II, Paragraph 9 above. If OFCCP fails to notify Parametrix in writing within sixty (60) days of the date of the final progress report that Parametrix 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 Parametrix within the allotted time that it has not fulfilled all of its obligations, this Agreement is automatically extended until the date that OFCCP determines Parametrix has met all of its obligations under the Agreement.

## V. SIGNATURES

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

This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and Parametrix Inc. 1019 39<sup>th</sup> Avenue SE, Suite 100, Puyallup, Washington 98374.

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

JEFF PEACOCK  
President & CEO  
Parametrix Inc  
Puyallup, Washington

DATE: 1.24.22

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

MARVIN R. JORDAN  
Director  
Phoenix District Office  
Pacific Region

DATE: \_\_\_\_\_

Attachment: As Stated

ATTACHMENT

Directorate of Personnel & Family Readiness  
Transition Assistance Program  
Hawk Career Center  
11577 41<sup>st</sup> Division Drive  
JBLM Lewis North, WA 98433  
Contact: Dorlise Harris  
(253) 477- (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C) @army.mil

U.S. Department of Veterans' Affairs  
VA Readiness and Employment  
915 Second Avenue, Suite 1356  
Seattle, WA 98174  
Contact: (b) (6), (b) (7)(C)  
(206) 390- (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C) @va.gov

WorkSource  
6000 16<sup>th</sup> Ave SW  
Robert Smith Building, Room 79  
Seattle, WA 98106  
Contact: (b) (6), (b) (7)(C)  
(206) 934- (b) (6), (b) (7)(C)

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