



**Conciliation Agreement**  
**Between the**  
**U.S. Department of Labor Office of Federal Contract Compliance Programs**  
**and**  
**Omega Engineering Inc.**  
**One Omega Circle Pureland Industrial Park**  
**Swedesboro, NJ 08085**  
**OFCCP Case No. R00302040**

**I. Preliminary Statement**

The Office of Federal Contract Compliance Programs (OFCCP) evaluated the Omega Engineering Inc. (hereinafter “Omega”) establishment located at One Omega Circle Pureland Industrial Park, Swedesboro, New Jersey, beginning on March 16, 2021. OFCCP found that Omega allegedly did not to comply with Section 503 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 793 (Section 503), and their respective implementing regulations at 41 CFR Chapter 60.

OFCCP notified Omega of the specific violation(s) and the corrective action(s) required in a Notice of Violation (NOV) issued on November 19, 2021.

In the interest of resolving the alleged violations without engaging in further legal proceedings and in exchange for sufficient consideration described in this document, OFCCP and Omega 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 Omega’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(s) alleged in the NOV. However, OFCCP retains the right to initiate legal proceedings to enforce this Agreement if Omega 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 Omega’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. Omega 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 Omega 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. Omega 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.
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 Omega submits its final progress report required in Section IV, below, unless OFCCP notifies Omega in writing before the expiration date that Omega 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 Omega has met all of its obligations under the Agreement.
10. If Omega violates this Agreement:
  - a. The procedures at 41 C.F.R. 60-741.63 will govern:
    - i. OFCCP will send Omega a written notice stating the alleged violation(s) and summarizing any supporting evidence.
    - ii. Omega 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 Omega 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 Omega, 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. Omega may be subject to the sanctions set forth in 41 C.F.R. 60-741.66, and/or other appropriate relief for violating this Agreement.

11. Omega does not admit any violation of the Section 503 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. Alleged Technical Violations and Remedies**

**Alleged Violation:** During the period October 1, 2019 through September 30, 2020, Omega allegedly did not 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, Omega allegedly did not enlist the assistance and support of appropriate organizations, which serve qualified individuals with disabilities, in order to fulfill its commitment to provide equal employment opportunity for such individuals.

**Remedy:** Omega will undertake appropriate outreach and positive recruitment activities that are reasonably designed to effectively recruit qualified individuals with disabilities, document these activities, assess their effectiveness, and document its review, as required by 41 CFR 60-741.44(f). Examples of additional types of outreach and positive recruitment activities include, but are not limited to:

- Entering into formal, written relationships with organizations to accomplish specified objectives, such as training, and/or referring job applicants with work experience or job skills that match or are related to existing and anticipated job vacancies;

- Creating internship programs for students with disabilities from local colleges and universities;
- Using the State Vocational Rehabilitation Service Agency (SVRA), State mental health agency, or State developmental disability agency in the area of the contractor's establishment;
- Participating in the Employment One-Stop Career Center (One-Stop) or American Job Center nearest the contractor's establishment;
- Using the entitles funded by the Department of Labor that provide recruitment or training services for individuals with disabilities, such as the services currently provided through the Employer Assistance and Resource Network (EARN) (see [www.earnworks.com](http://www.earnworks.com));
- Working with the local disability groups, organizations, or Centers for Independent Living (CIL) near the contractor's establishment;
- Contacting the placement or career offices of educational institutions that specialize in the placement of individuals with disabilities;
- Participating in job fairs targeting qualified individuals with disabilities; and
- Using local disability service organizations or other resources identified by the contractor's existing Employee Resource Group (ERG) on disability to recruit qualified temporary and permanent job candidates.

Additional examples are in the text of the regulations.

Omega will continue to annually review its outreach and recruitment activities, assess their effectiveness, and document this review, in accordance with 41 CFR 60-741.44(f) (3). Omega will document all activities it undertakes to comply with this section, in accordance with 41 CFR 60-741.44(f) (4).

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

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

2. **Contractor Reports.** Omega agrees to furnish OFCCP with the following report during the Monitoring Period. Each report will contain the documentation specified according to the date scheduled:

a. **Progress Report:** The report shall be due on January 31, 2023 covering the period of January 1, 2022 through December 31, 2022.

Omega will submit the report to:

U.S. Department of Labor  
Office of Federal Contract Compliance Programs  
Diamond Head Building  
200 Sheffield Street, Suite 102  
Mountainside, NJ 07092  
ATTN: Compliance Officer (b) (6), (b) (7)(E)  
E-mail: (b) (6), (b) (7)(C)@dol.gov

The report will contain the following:

- An evaluation of Omega’s outreach and recruitment efforts taken over the previous 12 months to evaluate their effectiveness in identifying and recruiting qualified individuals with disabilities, which will include a list of outreach activities and a description of each.
- At a minimum, the criteria it used to evaluate the effectiveness of each effort.
- Omega’s conclusion as to whether its disabled outreach efforts were effective.

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

**V. SIGNATURES**

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

This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and Omega Engineering Inc. One Omega Circle Pureland Industrial Park, Swedesboro, NJ 08085. (b) (6), (b) (7)(C)

Amit Agarwal  
President & CEO  
Omega Engineering Inc.  
Swedesboro, NJ

DATE: 01/06/22  
(b) (6), (b) (7)(C)

Joanne Karayiannidis  
District Director  
OFCCP - New Jersey District Office

DATE: 02/09/2022  
(b) (6), (b) (7)(C)  
(b) (6), (b) (7)(E)

OFCCP - New Jersey District Office

DATE: 02/09/2022