

Conciliation Agreement
Between the
U.S. Department of Labor Office of Federal Contract Compliance Programs
And
Helicopter Transport Services LLC

I. Preliminary Statement

The Office of Federal Contract Compliance Programs (OFCCP) evaluated the Helicopter Transport Services LLC (hereinafter HTS) establishment located at 14497 Keil Rd NE, Aurora, OR 97002-9467, beginning on December 21, 2020. OFCCP found that HTS 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 Part 60-300.

OFCCP notified HTS of the specific violations and the corrective actions required in a Notice of Violation (NOV) issued on March 23, 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 HTS 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 HTS' fulfillment of all its obligations in this Agreement, OFCCP will not institute administrative or judicial enforcement proceedings under Executive Order 11246 (E.O. 11246), Section 503 of the Rehabilitation Act of 1973 (Section 503), as amended or VEVRAA, as amended based on the violations alleged in the NOV. However, OFCCP retains the right to initiate legal proceedings to enforce this Agreement if HTS 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 HTS' compliance with this Agreement. As part of this review, OFCCP may require written reports, inspect the premises, interview witnesses, and examine and copy documents. HTS 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 HTS 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. HTS 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 HTS submits its final progress report required in Section IV, below, unless OFCCP notifies HTS in writing before the expiration date that HTS 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 HTS has met all of its obligations under the Agreement.
10. If HTS violates this Agreement:
 - a. The procedures at 41 C.F.R. 60-300.63 will govern:
 - i. OFCCP will send HTS a written notice stating the alleged violations and summarizing any supporting evidence.
 - ii. The HTS 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 HTS 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 HTS, 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. HTS 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. HTS 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, and in the Timeline included as Attachment B, 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:** HTS' VEVRAA AAP failed to include all the required contents, as required by 41 CFR 60-300.44. Specifically, HTS' AAP failed to include the data collection analysis element described in 41 CFR 60-300.44(k). It only had Current Year Data Collection and not the prior two years' worth of data.

REMEDY: HTS will include the data collection analysis element described in 41 CFR 60-300.44(k) in its VEVRAA AAP, as required by 41 CFR 60-300.44. Specifically, HTS will continue to 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 60-300.44(k):

- The number of applicants who self-identified as protected veterans pursuant to 41 CFR 60-300.42(a), or who are otherwise known as protected veterans;
 - The total number of job openings and total number of jobs filled;
 - The total number of applicants for all jobs;
 - The number of protected veteran applicants hired; and
 - The total number of applicants hired.
2. **VIOLATION:** During the period December 21, 2018 through November 30, 2020, HTS failed to invite applicants to inform it whether the applicant believes that he or she is a veteran protected by VEVRAA, prior to an offer of employment, in violation of 41 CFR 60-300.42(a).

REMEDY: Beginning on November 30, 2020, HTS has invited applicants, prior to an offer of employment, 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. HTS shall continue to invite applicants for employment, prior to an offer of employment, to voluntarily identify as a protected veteran. HTS 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). HTS 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 60-300.42(e).

3. **VIOLATION:** During the period December 21, 2018 through November 30, 2020, HTS failed to 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 in violation of 41 CFR 60-300.42(b).

REMEDY: Beginning on November 30, 2020, HTS has invited applicants, after an offer of employment but before applicants begin their job duties, 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. HTS shall continue to 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. HTS 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). HTS 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 60-300.42(e).

IV. OFCCP Monitoring Period

1. **Recordkeeping.** HTS 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. HTS will retain the records until this Agreement expires or for the time period consistent with regulatory requirements, whichever is later.
2. **HTS Reports.**
 - a. **Schedule and Instructions.** HTS agrees to furnish OFCCP with the following report during the Monitoring Period according to the following schedule:

Progress Report: Due on July 14, 2023 covering the period of April 1, 2022 through June 30, 2023.

Pursuant to Remedy 1: Copies of the data collection analysis for protected veterans to include information on the computations and comparisons pertaining to applicants and hires. HTS will provide:

- the number of applicants who self-identified as protected veterans, or who were otherwise known as protected veterans;
- the total number of job openings and total number of jobs filled;
- the total number of applicants for all jobs;
- the number of protected veteran applicants who were hired; and
- the total number of applicants hired.

No reporting requirements for Violation 2 & 3 are required since HTS has already complied with the requirements.

HTS will submit the report to Quanda Evans, Assistant District Director, 300 Fifth Avenue, Suite 1100, Seattle, WA 98104, (b) (7)(C), (b) (6)@dol.gov. HTS 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 HTS provides in accordance with this agreement are customarily kept private or closely-held, and HTS believes should remain confidential under Exemption 4 of the Freedom of Information Act (FOIA) in the event of a FOIA request, HTS will provide such reports to OFCCP marked as “Confidential”. In the event of a FOIA request, OFCCP will treat any such documents received as confidential documents.

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

V. SIGNATURES

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

This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and Helicopter Transport Services LLC, Aurora, OR 97002-9467

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

Denis Pilon
Chief Operating Officer
Helicopter Transport Services LLC
Aurora, OR

DATE: March 30, 2022

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

Leigh D. Jones
District Director
Seattle District Office
Office of Federal Contract
Compliance Programs
Pacific Region

DATE:

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

Quanda Evans
Assistant District Director
Seattle District Office
Office of Federal Contract
Compliance Programs
Pacific Region

DATE: March 31, 2022