

Conciliation Agreement  
Between the  
U.S. Department of Labor Office of Federal Contract Compliance Programs  
and  
Antech Systems Inc.

## **I. Preliminary Statement**

The Office of Federal Contract Compliance Programs (OFCCP) evaluated the Antech Systems Inc. (Antech) establishment located at 510 Independence Parkway, Suite 100, Chesapeake, VA 23320, beginning on April 22, 2021. OFCCP found that Antech failed to comply with the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. § 4212 (VEVRAA) and its respective implementing regulations at 41 C.F.R. 60-300.

OFCCP notified Antech of the specific violations and the corrective actions required in a Notice of Violation (NOV) issued on June 22, 2022.

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 Antech 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 Antech's fulfillment of all its obligations in this Agreement, OFCCP will not institute administrative or judicial enforcement proceedings under VEVRAA based on the violation(s) alleged in the NOV. However, OFCCP retains the right to initiate legal proceedings to enforce this Agreement if Antech 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 Antech'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. Antech 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 Antech 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) and/or the VEVRAA, their implementing regulations, or other applicable laws requiring nondiscrimination or equal employment opportunity through affirmative action.
4. Antech 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 Antech submits its final progress report required in Section IV, below, unless OFCCP notifies Antech in writing before the expiration date that Antech 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 Antech has met all of its obligations under the Agreement.
10. If Antech violates this Agreement:
  - a. The procedures at 41 C.F.R. 60-300.63 will govern:
    - i. OFCCP will send Antech a written notice stating the alleged violation(s) and summarizing any supporting evidence.
    - ii. Antech 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 Antech 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 Antech, 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. Antech 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. Antech 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 January 1, 2020 through December 31, 2020, Antech failed to document and maintain the required data pertaining to applicants and hires, in violation of 41 CFR 60-300.44(k).

**REMEDY:** Antech 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 60-300.44(k):

- The number of applicants who self-identified as protected veterans, or who are otherwise known to be 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 January 1, 2020 through December 31, 2020, Antech failed to document all activities it undertook to comply with its external outreach and recruitment efforts; and to maintain those documents for a period of three (3) years, in accordance with 41 CFR 60-300.44(f)(4).

**REMEDY:** Antech will document all activities it undertakes to comply with its external outreach and recruitment efforts; and to maintain those documents for a period of three (3) years, in accordance with 41 CFR 60-300.44(f)(4).

3. **VIOLATION:** During the period January 1, 2020 through December 31, 2020, Antech failed to keep and preserve complete and accurate personnel and employment records, in violation of 41 CFR 60-300.80(a). Specifically, Antech failed to keep the records specified in 60-300.80(b) for three years.

**REMEDY:** Antech will keep and preserve complete and accurate personnel and employment records, in accordance with 41 CFR 60-300.80(a), and will keep and preserve those records specified in 41 CFR 60-300.80(b) for a period of three years from the date of the making of the record.

#### IV. OFCCP Monitoring Period

1. **Recordkeeping.** Antech 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. Antech will retain the records until this Agreement expires or for the time period consistent with regulatory requirements, whichever is later.
2. **Contractor Reports.** Antech agrees to furnish OFCCP with one report during the Monitoring Period. The report will cover the period of January 1, 2022, through December 31, 2022, and will be due on January 30, 2023. The report will contain the documentation specified below:
  - a. For Violations 1 and 3: Documentation of the following computations or comparisons pertaining to applicants and hires, as required by 41 CFR 60-300.44(k):
    - The number of applicants who self-identified as protected veterans, or who are otherwise known to be 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.
  - b. For Violations 2 and 3: Documentation to verify that Antech undertook appropriate outreach and positive recruitment activities reasonably designed to effectively recruit qualified protected veterans and conducted an assessment of its efforts. This documentation should include a copy of the sections of Antech's AAP that list: 1) Its outreach activities with supporting documentation; 2) An assessment of the effectiveness of each activity, as required by 41 CFR 60-300.44(f)(3); and 3) A copy of Antech's annual

assessment of the totality of its outreach activities, as required by 41 CFR 60-300.44(f)(3). Antech should note that 41 CFR 60-300.44(f) lists examples of several resources that may aid contractors in effectively recruiting and employing qualified protected veterans.

- c. For Violation 2: Copies of all responses or other related correspondence received from each of the organizations used during the reporting period in efforts to recruit qualified protected veterans.

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

**V. SIGNATURES**

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

This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and Antech Systems Inc., 510 Independence Parkway, Suite 100, Chesapeake, VA 23320.

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

Vincent Martinez  
President and CEO  
Antech Systems Inc.  
Chesapeake, VA

DATE: 6/23/2022

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

Shanae Moody  
District Director  
Richmond Area Office, Mid-Atlantic Region

DATE: 06/27/2022

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

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

Compliance Officer  
Richmond Area Office, Mid-Atlantic Region

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