

**Conciliation Agreement
Between the
U.S. Department of Labor
Office of Federal Contract Compliance Programs
And
Schneider Electric (SE APTUSASN00002)
160 Park Ave.
Florham Park, NJ 07932
OFCCP Case No. R00304746**

I. Preliminary Statement

The Office of Federal Contract Compliance Programs (OFCCP) evaluated Schneider Electric (SE APTUSASN00002) (Schneider) establishment located at 160 Park Avenue, Florham Park, NJ 07932, beginning on January 19, 2022. OFCCP found that Schneider failed to comply with Section 503 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 793 (Section 503), and the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. § 4212 (VEVRAA) and their respective implementing regulations at §60-300, and §60-741.

OFCCP notified Schneider of the specific violations and the corrective actions required in a Notice of Violation (NOV) issued on September 30, 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 Schneider 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 Schneider's fulfillment of all its obligations in this Agreement, OFCCP will not institute administrative or judicial enforcement proceedings under E.O. 11246, Section 503, and VEVRAA based on the violations alleged in the NOV. However, OFCCP retains the right to initiate legal proceedings to enforce this Agreement if Schneider 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 Schneider'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. Schneider 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 Schneider 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. Schneider 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 Schneider submits its final progress report required in Section IV, below, unless OFCCP notifies Schneider in writing before the expiration date that Schneider 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 Schneider has met all of its obligations under the Agreement.
10. If Schneider violates this Agreement:
 - a. The procedures at 41 C.F.R. §60-1.34, 41 C.F.R. §60-300.63, and/or 41 C.F.R. §60-741.63 will govern:
 - i. OFCCP will send Schneider a written notice stating the alleged violation(s) and summarizing any supporting evidence.
 - ii. Schneider 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 Schneider 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 Schneider, 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. Schneider may be subject to the sanctions set forth in Section 209 of the Executive Order, 41 C.F.R. §60-1.27, 41 C.F.R. §60-741.66, or 41 C.F.R. §60-300.66, and/or other appropriate relief for violating this Agreement.
11. Schneider 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 review period of January 1, 2021 to June 30, 2022, Schneider failed to invite its applicants for employment to voluntarily self-identify as an individual with a disability using the OMB-approved form for this purpose in violation of 41 CFR §60-741.42. Specifically, Schneider failed to invite its applicants to voluntarily self-identify at the pre-offer and at the post offer stages of the hiring process using the OMB-approved form.

Remedy: Schneider shall invite its applicants for employment to voluntarily self-identify as an individual with a disability under Section 503, as required by 41 CFR §60-741.42. All invitations to self-identify will be made using the most up to date OMB-approved form for this purpose (available on the OFCCP website). More specifically, Schneider shall invite applicants for employment, prior to an offer of employment, to voluntarily inform it whether the applicant believes that he or she is an individual with a disability, as that term is defined in 41 CFR §60-741.2(g)(1)(i) or (ii). In addition, Schneider shall 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 an individual with a disability in accordance with 41 CFR §60-741.42(b). All invitations to self-identify as an individual with a disability will comply with the requirements of 41 CFR §60-741.42(c). Schneider 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 §60-741.42(e).

2. **Violation:** During the review period of January 1, 2021 to June 30, 2022, Schneider failed to undertake outreach and positive recruitment activities that are reasonably designed to effectively recruit disabled veterans, recently separated veterans, other protected veterans, armed forces service medal veterans and qualified individuals with disabilities. This is a violation of 41 CFR §60-300.44(f)(1)(i) and 41 CFR §60-741.44(f). Specifically, Schneider could not provide documentation that had established meaningful contacts with organizations of disabled veterans, recently separated veterans, other protected veterans, armed forces service medal veterans and qualified individuals with disabilities, and with vocational rehabilitation agencies or facilities, for such purpose as advice, technical assistance, and referral of potential employees.

Remedy: Schneider will undertake appropriate outreach and positive recruitment activities designed to effectively recruit disabled veterans, recently separated veterans, other protected veterans, armed forces service medal veterans and qualified individuals with disabilities. Specifically, Schneider will enlist the assistance and support of organizations that are devoted to recruit qualified individuals with disabilities and covered veterans. At a minimum, Schneider shall contact and maintain contacts with the following organizations:

NJ Division of Vocational Rehabilitation Services (NJDVRS)
13 Emery Avenue, 2nd Floor
Randolph, NJ 07869-3886
Phone: 862-397-5600 Option 3

American Association of People with Disabilities
2020 Pennsylvania Ave., Mailbox 263
Washington D.C. 20006
Phone: 202-521-4316

NJ Department of Labor & Workforce Development (LVER/DVOP)
13 Emery Avenue,
Randolph, NJ 07869-3886
Phone: 862-397-5600

Militaryhire.com
17 South Main Street, Suite 201
Akron, OH 44308
1-800-585-3690

IV. OFCCP Monitoring Period

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

2. Schneider Reports.

Schneider agrees to furnish OFCCP with the following reports during the Monitoring Period. The report will contain the documentation specified according to the dates scheduled:

- a. Progress Report: Due on January 31, 2024 covering the period of January 1, 2023 through December 31, 2023.

Pursuant to Remedy 1:

- a. Documentation that Schneider has invited applicants to voluntarily self-identify as an individual with a disability using the OMB-approved form for this purpose at the pre-offer and at the post-offer stages of the hiring process. Names of applicants may be redacted.

Pursuant to Remedy 2:

- a. Documentation of Schneider's outreach and recruitment efforts, targeting individuals with disabilities and veterans. Schneider must provide a list of all disability and veteran outreach and recruitment activities, including but not limited to copies of letters, memos, record of telephone calls, and other documents generated in the normal course of business between Schneider and any disability/veteran recruitment sources, including the organization listed in Part III under Violation 2. For each outreach effort or activity, Schneider must provide a description of the results and effectiveness of that effort or activity.

Schneider will submit reports to District Director Joanne Karayiannidis at 200 Sheffield Street, Suite 102, Mountainside, NJ 07092 or to e-mail addresses at (b) (6), (b) (7)(C)@dol.gov and (b) (6), (b) (7)(C)@dol.gov.

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

V. SIGNATURES

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

This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and Schneider Electric (SE APTUSASN00002), 160 Park Avenue, Florham Park, NJ 07932.

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

Mr. Michael Quinn
President
ASCO Power Technologies
Florham Park, NJ

DATE: 10/26/2022

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

Joanne Karayiannidis
District Director
OFCCP – Northeast Region

DATE: November 7, 2022

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

Kevin Kollgaard
Assistant District Director
OFCCP – Northeast Region

DATE: November 7, 2022

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

Compliance Officer
OFCCP – Northeast Region

DATE: 11/7/2022