

## **Conciliation Agreement**

Between

**The U.S. Department of Labor  
Office of Federal Contract Compliance Programs**

**And**

**Rapid Temps, LLC**

### **I. Preliminary Statement**

The Office of Federal Contract Compliance Programs (OFCCP) evaluated the Rapid Temps, LLC (Rapid Temps) establishment located at 9670 Eagle Ranch Road NW Suite B, Albuquerque, NM 87114-1579 and found that Rapid Temps was not in compliance with the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. § 4212 (VEVRAA) and its implementing regulations at 60-300. OFCCP notified Rapid Temps of the specific violation(s) and the corrective action(s) required in a Notice of Violation (NOV) issued on April 11, 2023.

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 Rapid Temps 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 Rapid Temps' 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 Rapid Temps 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 Rapid Temps' compliance with this Agreement. As part of this review, OFCCP may require written reports, inspect the premises, interview witnesses, and examine and copy documents. Rapid Temps 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 Rapid Temps of its obligation to fully comply with the requirements of Executive Order 11246, as amended (EO 11246), Section 503 of the Rehabilitation Act of 1973 (Section 503), VEVRAA, their implementing regulations, or other applicable laws requiring nondiscrimination or equal employment opportunity through affirmative action.

4. Rapid Temps 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 of the San Antonio District Office in the Southwest and Rocky Mountain Region (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 Rapid Temps submits its final progress report required in Section IV, below, unless OFCCP notifies Rapid Temps in writing before the expiration date that Rapid Temps 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 Rapid Temps has met all of its obligations under the Agreement.
10. If Rapid Temps violates this Agreement:
  - a. The procedures at 41 CFR 60-300.63 will govern:
    - i. OFCCP will send Rapid Temps a written notice stating the alleged violation(s) and summarizing any supporting evidence.
    - ii. The Rapid Temps 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 Rapid Temps 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 Rapid Temps, 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. Rapid Temps may be subject to the sanctions set forth in 41 CFR 60-300.66, and/or other appropriate relief for violating this Agreement.
- 11. Rapid Temps 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, 2021 through at least April 11, 2023, Rapid Temps failed to include the equal opportunity clause for VEVRAA in its subcontracts and/or purchase orders, either directly or by reference, in the prescribed manner, in violation of 41 CFR 60-300.5(a)-(d).

**REMEDY:** Rapid Temps will include or reference the provisions of the equal opportunity clause in its subcontracts and purchase orders, as required by 41 CFR 60-300.5(a)-(d). If Rapid Temps incorporates the equal opportunity clause in its subcontracts and purchase orders by reference, rather than by restating the clause verbatim, it will incorporate the clause in the manner prescribed by 41 CFR 60-300.5(d).

- 2. **VIOLATION:** During the period January 1, 2021 through at least April 11, 2023, Rapid Temps failed to invite applicants to inform it whether the applicant believes that he or she is a veteran protected by VEVRAA in violation of 41 CFR 60-300.42.

**REMEDY:** Rapid Temps will invite applicants 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. More specifically, Rapid Temps will invite applicants for employment, prior to an offer of employment, to voluntarily identify as a protected veteran. Additionally, Rapid Temps will 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. Rapid Temps 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 will comply with the requirements of 41 CFR 60-300.42(c). Rapid Temps 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 January 1, 2021 through at least April 11, 2023, Rapid Temps failed to send written notification of its policy related to its affirmative action efforts to all subcontractors, including subcontracting vendors and suppliers, requesting appropriate action on their part, in violation of 41 CFR 60-300.44(f)(1)(ii).

**REMEDY:** Rapid Temps will send written notification of its policy related to its affirmative action efforts to all subcontractors, including subcontracting vendors and suppliers, requesting appropriate action on their part, in accordance with 41 CFR 60-300.44(f)(1)(ii).

4. **VIOLATION:** During the period January 1, 2021 through at least April 11, 2023, Rapid Temps failed to annually review the effectiveness of the outreach and recruitment efforts it took over the previous twelve months to identify and recruit qualified protected veterans, as required by 41 CFR 60-300.44(f)(3).

**REMEDY:** Rapid Temps will annually review its outreach and recruitment activities, assess their effectiveness, and document this review, in accordance with 41 CFR 60-300.44(f)(3). If Rapid Temps concludes that the totality of its efforts were not effective in identifying and recruiting qualified protected veterans, it will identify and implement alternative efforts listed in 41 CFR 60-300.44(f)(1) or (f)(2).

5. **VIOLATION:** During the period January 1, 2021 through at least April 11, 2023, Rapid Temps 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:** Rapid Temps 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).

6. **VIOLATION:** During the period January 1, 2021 through at least April 11, 2023, Rapid Temps failed to document and maintain the required data pertaining to applicants and

hires, in violation of 41 CFR 60-300.44(k); documented, but failed to maintain the required data pertaining to applicants and hires, in violation of 41 CFR 60-300.44(k).

**REMEDY:** Rapid Temps 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.

7. **VIOLATION:** During the period January 1, 2021 through at least April 11, 2023, Rapid Temps failed to keep and preserve complete and accurate personnel and employment records, in violation of 41 CFR 60-300.80(a). Specifically, Rapid Temps failed to keep applicant, testing, interview, hiring or other general personnel or employment records; failed to keep only those personnel or employment records specific to VEVRAA obligations; failed to keep the records specified in 60-300.80(b) for three years.

**REMEDY:** Rapid Temps 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. Reports and Monitoring

1. **Progress Reports: Recordkeeping.** Pursuant to the Technical Violations in Part III of this Agreement, Rapid Temps will submit one progress reports covering the period of April 14, 2023 to April 14, 2024 on May 14, 2024. Rapid Temps will submit the report and documents described below to:

Dinorah S. Boykin  
District Director  
Office of Federal Contract Compliance Programs (OFCCP)  
San Antonio District Office  
615 E. Houston Street, Room 340  
San Antonio, Texas 78205

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Rapid Temps will submit the following documentation in its progress report:

- a. Copies of subcontract and purchase orders that evidence Rapid Temps included or reference the provisions of the equal opportunity clause in its subcontracts and purchase orders, as required by 41 CFR 60-300.5(a)-(d).
- b. Copies of Rapid Temps' invitations to applicants to inform Rapid Temps whether the applicant believes they are a veteran protected by VEVRAA, in accordance with 41 CFR 60-300.42

- c. Copies of written notification of its policy related to its affirmative action efforts sent to all subcontractors, including subcontracting vendors and suppliers, requesting appropriate action on their part, in accordance with 41 CFR 60-300.44(f)(1)(ii).
  - d. Documentation Rapid Temps reviewed its outreach and recruitment activities, assessed its effectiveness, and documented this review, in accordance with 41 CFR 60-300.44(f)(3). If Rapid Temps concluded that the totality of its efforts were not effective in identifying and recruiting qualified protected veterans, it will identify and implement alternative efforts listed in 41 CFR 60-300.44(f)(1) or (f)(2).
  - e. Documentation of all activities Rapid Temps undertook to comply with its external outreach and recruitment efforts in accordance with 41 CFR 60-300.44(f)(4).
  - f. 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, as required by 41 CFR 60-300.44(k).
  - g. Documentation of Rapid Temps record keeping practices and/or policies to ensure it preserved complete and accurate personnel and employment records, in accordance with 41 CFR 60-300.80(a) and 41 CFR 60-300.80(b) for a period of three years from the date of the making of the record.
2. **Recordkeeping:** Rapid Temps agrees to retain all records relevant to the violations cited in Section III above. Rapid Temps will retain the records until this Agreement expires or for the time period consistent with regulatory requirements, whichever is later.
3. **Close of Monitoring Period and Termination of Agreement.** This Agreement will remain in effect until the monitoring period is completed. The monitoring period will close once OFCCP accepts Rapid Temps' final progress report as set forth in Section II, Paragraph 9 above. If OFCCP fails to notify Rapid Temps in writing within sixty (60) days of the date of the final progress report that Rapid Temps 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 Rapid Temps within the allotted time that it has not fulfilled all of its obligations, this Agreement is automatically extended until the date that OFCCP determines Rapid Temps has met all of its obligations under the Agreement.

## V. SIGNATURES

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

This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and Rapid Temps, LLC, 9670 Eagle Ranch Road NW Suite B, Albuquerque, NM 87114-1579.

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

Timothy Harvey  
General Manager  
Rapid Temps, LLC  
DATE: 05 / 05 / 2023

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

Dinorah S Boykin  
District Director  
San Antonio District Office  
DATE: \_\_\_\_\_