

Conciliation Agreement
Between the
U.S. Department of Labor Office of Federal Contract Compliance Programs
And
Premier Electrical Corporation

I. Preliminary Statement

The Office of Federal Contract Compliance Programs (OFCCP) evaluated the Premier Electrical Corporation (Contractor) establishment located at 4401 85th Avenue N, Brooklyn Park, MN 55443, beginning on May 13, 2022. OFCCP found that Contractor failed to comply with Executive Order 11246 (E.O. 11246 or the Executive Order), as amended, and the respective implementing regulations at 41 Code of Federal Regulations (CFR) Chapter 60.

OFCCP notified Contractor of the specific violations and the corrective actions required in a Notice of Violation (NOV) issued on May 25, 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 Contractor 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 Contractor'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/or VEVRAA based on the violations alleged in the NOV. However, OFCCP retains the right to initiate legal proceedings to enforce this Agreement if Contractor 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 Contractor'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. Contractor 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 Contractor 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. Contractor 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 Contractor submits its final progress report required in Section IV, below, unless OFCCP notifies Contractor in writing before the expiration date that Contractor 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 Contractor has met all of its obligations under the Agreement.
10. If Contractor violates this Agreement:
 - a. The procedures at 41 C.F.R. 60-1.34 will govern:
 - i. OFCCP will send Contractor a written notice stating the alleged violations and summarizing any supporting evidence.
 - ii. The Contractor 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 Contractor 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 Contractor, 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. Contractor may be subject to the sanctions set forth in Section 209 of the Executive Order, 41 C.F.R. 60-1.27, and/or other appropriate relief for violating this Agreement.
11. Contractor 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 1:** During the period May 13, 2021 through May 12, 2022, Premier Electrical Corporation failed to encourage current minority and female employees to recruit other minority persons and women, as required by 41 CFR 60-4.3(a) 7.j.

Remedy 1: Premier Electrical Corporation will encourage current minority and female employees to recruit other minority persons and women, as required by 41 CFR 60-4.3(a) 7.j.

2. **Violation 2:** During the period May 13, 2021 through May 12, 2022, Premier Electrical Corporation failed to conduct a review, at least annually, of all supervisors' adherence to and performance under its EEO policies and affirmative action obligations, as required by 41 CFR 60-4.3(a)7.p.

Remedy 2: Premier Electrical Corporation will conduct a review, at least annually, of all supervisors' adherence to and performance under its EEO policies and affirmative action obligations, as required by 41 CFR 60-4.3(a)7.p.

3. **Violation 3:** During the period May 13, 2021 through May 12, 2022, Premier Electrical Corporation failed to establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when Premier Electrical Corporation or its union had employment opportunities available, and maintain a record of the organizations' responses, as required by 41 CFR 60-4.3(a)7.b.

Remedy 3: Premier Electrical Corporation will establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when Premier Electrical Corporation or its union has employment opportunities available, and maintain a record of the organizations' responses, as required by 41 CFR 60-4.3(a)7.b.

4. **Violation 4:** During the period May 13, 2021 through May 12, 2022, Premier Electrical Corporation failed to disseminate the "Pay Transparency Nondiscrimination Provision," using the language prescribed by the Director of OFCCP, to employees and applicants, as required by 41 CFR 60-1.35(c). Specifically, Premier Electrical Corporation failed to incorporate the nondiscrimination provision into existing employee manuals or handbooks; and post the nondiscrimination provision electronically or by posting a copy of the provision in conspicuous places available for employees and applicants.

Remedy 4: Premier Electrical Corporation will disseminate the "Pay Transparency Nondiscrimination Provision," using the language prescribed by the Director of OFCCP, to employees and applicants by posting the provision electronically or by posting a copy of the provision in conspicuous places available for employees and applicants; and by incorporating the nondiscrimination provision into existing employee manuals or handbooks. In order to facilitate the implementation of this requirement, OFCCP has created two versions of the nondiscrimination provision which can be found on OFCCP's website.

5. **Violation 5:** During the period May 13, 2021 through May 12, 2022, Premier Electrical Corporation failed to direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students, and to minority and female recruitment and training organizations serving Premier Electrical Corporation's recruitment area and employment needs, as required by 41 CFR 60-4.3(a) 7.i.

Remedy 5: Premier Electrical Corporation will direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving Premier Electrical Corporation's recruitment area and employment needs. Furthermore, Premier Electrical Corporation will ensure that, not later than one month prior to the date for the acceptance of applications for apprenticeships or other training, it sends written notification to such organizations, describing the openings, screening procedures, and tests to be used in the selection process, as required by 41 CFR 60-4.3(a)7.i.

6. **Violation 6:** During the period May 13, 2021 through May 12, 2022, Premier Electrical Corporation failed to provide evidence to show they ensured that seniority practices, job classifications, work assignments and other personnel practices, did not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and Premier Electrical Corporation's obligations under the "specifications" were being carried out, in violation of 60-4.3(a)7.m.

Remedy 6: Premier Electrical Corporation will ensure that seniority practices, job classifications, work assignments and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and Premier Electrical Corporation's obligations under the "specifications" are being carried out.

7. **Violation 7:** During the period May 13, 2021 through May 12, 2022, Premier Electrical Corporation failed to provide notice of on-the-job training opportunities and/or training programs to the sources compiled under 41 CFR 60-4.3(a)7.b., as required by 41 CFR 60-4.3(a)7.e.

Remedy 7: Premier Electrical Corporation will provide notice of on-the-job training opportunities and/or training programs to the sources compiled under 41 CFR 60-4.3(a)7.b, as required by 41 CFR 60-4.3(a)7.e.

8. **Violation 8:** During the period May 13, 2021 through May 12, 2022, Premier Electrical Corporation failed to conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities, as required by 41 CFR 60-4.3(a)7.l.

Remedy 8: Premier Electrical Corporation will conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities, as required by 41 CFR 60-4.3(a)7.l..

IV. OFCCP Monitoring Period

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

2. **Contractor Reports.**

Contractor agrees to furnish OFCCP with the following report during the Monitoring Period: Due on August 1, 2024, covering the period of June 1, 2023 through May 31, 2024. This report will contain the following documentation:

- a. Evidence that Contractor encouraged current minority and female employees to recruit other minority persons and women.
- b. Evidence that Contractor conducted a review, at least annually, of all supervisors' adherence to and performance under its EEO policies and affirmative action obligations.
- c. Evidence that Contractor establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when Contractor or its union has employment opportunities available, and maintain a record of the organizations' responses
- d. Evidence that Contractor disseminated the "Pay Transparency Nondiscrimination Provision," using the language prescribed by the Director of OFCCP, to employees and applicants by posting the provision electronically or by posting a copy of the provision in conspicuous places available for employees and applicants; and by incorporating the nondiscrimination provision into existing employee manuals or handbooks.
- e. Evidence that Contractor directed its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving Contractor's recruitment area and employment needs. Evidence that Contractor ensured that, not later than one month prior to the date for the acceptance of applications for apprenticeships or other training, it sent written notification to such organizations, describing the openings, screening procedures, and tests to be used in the selection process.

- f. Evidence that Contractor ensured that seniority practices, job classifications, work assignments and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and Contractor's obligations under the "specifications" are being carried out.
- g. Evidence that Contractor provided notice of on-the-job training opportunities and/or training programs to the sources compiled under 41 CFR 60-4.3(a)7.b.
- h. Evidence that contractor conducted, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encouraged these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

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

V. SIGNATURES

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

This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and Premier Electrical Corporation located at 4401 85th Avenue N, Brooklyn Park, MN 55443

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

Colin Olson
President
Premier Electrical Corporation
Brooklyn Park, MN

DATE: 6/6/23

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

Margaret Kraak
District Director
Midwest Region

DATE:

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

Kathleen Swenson
Compliance Officer
Midwest Region

DATE: _____

This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and Premier Electrical Corporation located at 4401 85th Avenue N, Brooklyn Park, MN 55443

Colin Olson
President
Premier Electrical Corporation
Brooklyn Park, MN

DATE: 6/6/23

MARGARET KRAAK Digitally signed by
MARGARET KRAAK
Date: 2023.06.23
13:27:28 -04'00'

Margaret Kraak
District Director
Midwest Region
DATE: 6/23/23

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

Compliance Officer
Midwest Region

DATE: 6/16/23