

Conciliation Agreement
Between the
U.S. Department of Labor Office of Federal Contract Compliance Programs
and
Apollo Sheet Metal Inc.

I. Preliminary Statement

The Office of Federal Contract Compliance Programs (OFCCP) evaluated the Apollo Sheet Metal Inc. establishment located at 1207 West Columbia Drive, Kennewick, WA 99336, beginning on January 27, 2023. OFCCP found that Apollo Sheet Metal Inc. failed to comply with Executive Order 11246, as amended (E.O. 11246 or the Executive Order), Section 503 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 793 (Section 503), and/or 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 Chapter 60, 41 CFR Part 60-741, and 41 CFR Part 60-300.

OFCCP notified Apollo Sheet Metal Inc. of the specific violations and the corrective actions required in a Notice of Violation (NOV) issued on August 29, 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 Apollo Sheet Metal Inc. 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 Apollo Sheet Metal Inc.'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 Apollo Sheet Metal Inc. 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 Apollo Sheet Metal Inc.'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. Apollo Sheet Metal Inc. 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 Apollo Sheet Metal Inc. 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. Apollo Sheet Metal Inc. 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 Apollo Sheet Metal Inc. submits its final progress report required in Section IV, below, unless OFCCP notifies Apollo Sheet Metal Inc. in writing before the expiration date that Apollo Sheet Metal Inc. 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 Apollo Sheet Metal Inc. has met all of its obligations under the Agreement.
10. If Apollo Sheet Metal Inc. 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 Apollo Sheet Metal Inc. a written notice stating the alleged violations and summarizing any supporting evidence.
 - ii. The Apollo Sheet Metal Inc. 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 Apollo Sheet Metal Inc. 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 Apollo Sheet Metal Inc., 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. Apollo Sheet Metal Inc. 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. Apollo Sheet Metal Inc. 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, 2022 through December 31, 2022, Apollo Sheet Metal Inc. failed to keep and preserve complete and accurate personnel and employment records, in violation of 41 CFR 60-1.12(a) and (e); preserve its AAP and documentation of good faith effort for the immediately preceding AAP year, as required by 41 CFR 60-1.12(b); and where possible, the gender, race, and ethnicity of each applicant or Internet Applicant as required by 41 CFR 60-1.12(c). Specifically, Apollo Sheet Metal Inc. failed to track applicant data, hiring, promotion, gender and race information for each applicant or internet applicant. Apollo Sheet Metal Inc. had no goals in place, so failed to have documentation of good faith efforts for the prior year.

REMEDY: Apollo Sheet Metal Inc. will keep and preserve complete and accurate personnel and employment records, in accordance with 41 CFR 60-1.12(a) and (e), and will keep and preserve those records for a period of not less than two years from the date of the making of the record or the personnel action, whichever occurs later. However, if Apollo Sheet Metal Inc. has a total workforce of 150 or fewer employees or does not have a government contract of at least \$150,000, the minimum record retention period shall be one year from the making of the record or

the personnel action, whichever occurs later, as permitted by 41 CFR 60-1.12(a); preserve its AAP and documentation of good faith effort for the immediately preceding AAP year, as required by 41 CFR 60-1.12(b); maintain and/or have available records showing: the gender, race, and ethnicity of each employee; and where possible, the gender, race, and ethnicity of each applicant or Internet Applicant as defined in 41 CFR 60-1.3, as required by 41 CFR 60-1.12(c).

2. **VIOLATION:** During the period January 1, 2022 through December 31, 2022, Apollo Sheet Metal Inc. failed to perform in-depth analyses of its total employment process to determine whether and where impediments to equal employment opportunity exists, as required by 41 CFR 60-2.17(b). Specifically, Apollo Sheet Metal Inc. failed to identify problem areas in: personnel activity to determine whether there are selection disparities; compensation systems to determine whether there are gender or race disparities; other personnel procedures to determine whether they result in disparities in the employment or advancement of minorities or women; and any other areas that might impact the success of the affirmative action program.

REMEDY: Apollo Sheet Metal Inc. will perform in-depth analyses of its total employment process to determine whether and where impediments to equal employment opportunity exists, as required by 41 CFR 60-2.17(b). Specifically, Apollo Sheet Metal Inc. will identify problem areas in: personnel activity to determine whether there are selection disparities; compensation systems to determine whether there are gender or race disparities; other personnel procedures to determine whether they result in disparities in the employment or advancement of minorities or women; and any other areas that might impact the success of the affirmative action program.

3. **VIOLATION:** During the period January 1, 2022 through December 31, 2022, Apollo Sheet Metal Inc. failed to develop and execute action-oriented programs designed to correct any problem areas identified pursuant to 41 CFR 60-2.17(b) and to attain established goals and objectives, as required by 41 CFR 60-2.17(c).

REMEDY: Apollo Sheet Metal Inc. will develop and execute action-oriented programs designed to correct any problem areas identified pursuant to 41 CFR 60-2.17(b) and to attain established goals and objectives, as required by 41 CFR 60-2.17(c).

4. **VIOLATION:** During the period January 1, 2022 through December 31, 2022, Apollo Sheet Metal Inc. failed to develop and implement an internal audit and reporting system that periodically measures the effectiveness of its total affirmative action program, as required by 41 CFR 60-2.17(d).

REMEDY: Apollo Sheet Metal Inc. will develop and implement an internal audit and reporting system that periodically measures the effectiveness of its total affirmative action program, as required by 41 CFR 60-2.17(d).

5. **VIOLATION:** During the period January 1, 2022, through December 31, 2022, Apollo Sheet Metal Inc. failed to invite its employees and 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, Apollo Sheet Metal Inc. failed to conduct the initial survey of its employees, failed to invite its applicants to self-id pre-offer and post-offer, and failed to use the approved form.

REMEDY: Apollo Sheet Metal Inc. will invite both its applicants for employment, and its employees, to voluntarily self-identify as an individual with a disability, in accordance with 41 CFR 60-741.42. All invitations to self-identify will be made using the OMB-approved form for this purpose (available on the OFCCP website). More specifically, Apollo Sheet Metal Inc. shall invite each of its applicants for employment, prior to an offer of employment, to voluntarily inform it whether the applicant believes that they are an individual with a disability, as that term is defined in 41 CFR 60-741.2(g)(1)(i) or (ii). Apollo Sheet Metal Inc. shall also invite each of its applicants for employment, after an offer of employment has been made and before the applicant begins work, to voluntarily inform it whether the applicant believes that they are an individual with a disability. In addition, during the first year it is subject to this requirement, Apollo Sheet Metal Inc. shall invite each of its employees to voluntarily self-identify as an individual with a disability, and then extend this invitation again at five-year intervals, thereafter. At least once during each interval, Apollo Sheet Metal Inc. shall remind its employees that they may voluntarily update their disability-related self-identification information at any time. Apollo Sheet Metal Inc. 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).

6. **VIOLATION:** Apollo Sheet Metal Inc.'s Section 503 failed to include all the required contents, as required by 41 CFR 60-741.44. Specifically, Apollo Sheet Metal Inc.'s AAP failed to include the review of personnel processes element described in 41 CFR 60-741.44(b).

REMEDY: Apollo Sheet Metal Inc. will include the review of personnel process element described in 41 CFR 60-741.44(b) in its Section 503 AAP, as required by 41 CFR 60-741.44.

7. **VIOLATION:** Apollo Sheet Metal Inc.'s Section 503 AAP failed to include all the required contents, as required by 41 CFR 60-741.44. Specifically, Apollo Sheet Metal Inc.'s AAP failed to provide a schedule for the review of all physical and mental job qualifications standards to ensure that, to the extent qualification standards tend to screen out qualified individuals with disabilities, they are job-related for the position in question and are consistent with business necessity, as required by 41 CFR 60-741.44(c)(1).

REMEDY: Apollo Sheet Metal Inc. will include in its Section 503 AAP a schedule

for the review of all physical and mental job qualifications standards to ensure that, to the extent qualification standards tend to screen out qualified individuals with disabilities, they are job-related for the position in question and are consistent with business necessity, as required by 41 CFR 60-741.44(c)(1).

8. **VIOLATION:** Apollo Sheet Metal Inc.'s Section 503 AAP failed to include all the required contents, as required by 41 CFR 60-741.44. Specifically, Apollo Sheet Metal Inc.'s AAP failed to include the external EEO policy dissemination, outreach, and positive recruitment element described in 41 CFR 60-741.44(f).

REMEDY: Apollo Sheet Metal Inc. will include the internal EEO policy dissemination, outreach, and positive recruitment element described in 41 CFR 60-741.44(f) in its Section 503 AAP, as required by 41 CFR 60-741.44.

9. **VIOLATION:** During the period January 1, 2022, through December 31, 2022, Apollo Sheet Metal Inc. failed to undertake appropriate outreach and positive recruitment activities that were reasonably designed to effectively recruit qualified individuals with disabilities, in violation of 41 CFR 60-741.44(f)(1)(i). Specifically, Apollo Sheet Metal Inc. did not engage in outreach and recruitment efforts reasonably designed to effectively recruit qualified individuals with disabilities.

REMEDY: Apollo Sheet Metal Inc. will undertake appropriate external outreach and positive recruitment activities that are reasonably designed to effectively recruit qualified individuals with disabilities, such as those described at 41 CFR 60-741.44(f)(2), as required by 41 CFR 60-741.44(f)(1)(i).

10. **VIOLATION:** During the period January 1, 2022, through December 31, 2022, Apollo Sheet Metal Inc. failed to annually review the effectiveness of the outreach and recruitment efforts it took over the previous twelve months to identify and recruit qualified individuals with disabilities as required by 41 CFR 60-741.44(f)(3).

REMEDY: Apollo Sheet Metal Inc. will review its outreach and recruitment activities, assess their effectiveness, and document this review, in accordance with 41 CFR 60-741.44(f)(3). If Apollo Sheet Metal Inc. concludes that the totality of its efforts were not effective in identifying and recruiting qualified individuals with disabilities, it shall identify and implement alternative efforts listed in 41 CFR 60-741.44(f)(1) or (f)(2).

11. **VIOLATION:** Apollo Sheet Metal Inc.'s Section 503 AAP failed to include all the required contents, as required by 41 CFR 60-741.44. Specifically, Apollo Sheet Metal Inc.'s AAP failed to include the audit and reporting system element described in 41 CFR 60-741.44(h).

REMEDY: Apollo Sheet Metal Inc. will include the audit and reporting system element described in 41 CFR 60-741.44(h) in its Section 503 AAP, as required by 41 CFR 60-741.44.

12. **VIOLATION:** Apollo Sheet Metal Inc.'s Section 503 AAP failed to include all the required contents, as required by 41 CFR 60-741.44. Specifically, Apollo Sheet Metal Inc.'s AAP failed to include the data collection analysis element described in 41 CFR 60-741.44(k).

REMEDY: Apollo Sheet Metal Inc. will include the data collection analysis described in 41 CFR 60-741.44(k) in its Section 503 AAP, as required by 41 CFR 60-741.44.

13. **VIOLATION:** During the period January 1, 2022 through December 31, 2022, Apollo Sheet Metal Inc. failed to evaluate its utilization of individuals with disabilities using the goal established by OFCCP, in violation of 41 CFR 60-741.45. Specifically, Apollo Sheet Metal Inc. conducted no utilization analysis.

REMEDY: Apollo Sheet Metal Inc. will annually evaluate its utilization of individuals with disabilities using the 7 percent goal established by OFCCP, as required by 41 CFR 60-741.45. When conducting this utilization analysis, Apollo Sheet Metal Inc. will use the job groups established for utilization analyses required by Executive Order 11246, as required by 41 CFR 60-741.45(d)(2). However, if Apollo Sheet Metal Inc. has a total workforce of 100 or fewer employees, it may, instead, choose to measure the representation of individuals with disabilities in its workforce as a whole, using the 7 percent goal established by OFCCP, as permitted by 41 CFR 60-741.45(d)(2)(i). Should the percentage of individuals with disabilities in one or more job groups or in Apollo Sheet Metal's workforce be less than the utilization goal, Apollo Sheet Metal Inc. will take steps, as required by 41 CFR 60-741.45(e), to determine whether and where impediments to equal employment exist, and will develop and execute action-oriented programs to correct any identified problems, as required by 41 CFR 60-741.45(f).

14. **VIOLATION:** During the period January 1, 2022 through December 31, 2022, Apollo Sheet Metal Inc. failed to keep and preserve complete and accurate personnel and employment records, in violation of 41 CFR 60-741.80. Specifically, Apollo Sheet Metal Inc. failed to keep personnel or employment records specific to Section 503 obligations; and failed to keep the records specified in 60-741.80(b) for three years.

REMEDY: Apollo Sheet Metal Inc. will keep and preserve complete and accurate personnel and employment records, in accordance with 41 CFR 60-741.80, and will keep and preserve those records specified in 41 CFR 60-741.80(b) for a period of three years from the date of the making of the record.

15. **VIOLATION:** During the period January 1, 2022 through December 31, 2022, Apollo Sheet Metal Inc. failed to invite applicants to inform it whether the applicant believes that they are veterans protected by VEVRAA in violation of 41 CFR 60-300.42.

REMEDY: Apollo Sheet Metal Inc. will invite applicants to inform it whether the applicant believes that they are a veteran protected by VEVRAA, as required by 41 CFR 60-300.42. More specifically, Apollo Sheet Metal Inc. shall invite applicants for employment, prior to an offer of employment, to voluntarily identify as a protected veteran. Additionally, Apollo Sheet Metal Inc. 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 they are a protected veteran. Apollo Sheet Metal Inc. 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). Apollo Sheet Metal Inc. 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).

16. **VIOLATION:** Apollo Sheet Metal Inc.'s VEVRAA AAP failed to include all the required contents, as required by 41 CFR 60-300.44. Specifically, Apollo Sheet Metal Inc.'s AAP failed to include the review of personnel processes element described in 41 CFR 60-300.44(b).

REMEDY: Apollo Sheet Metal Inc. will include the review of personnel process element described in 41 CFR 60-300.44(b) in its VEVRAA AAP, as required by 41 CFR 60-300.44.

17. **VIOLATION:** Apollo Sheet Metal Inc.'s VEVRAA AAP failed to include all the required contents, as required by 41 CFR 60-300.44. Specifically, Apollo Sheet Metal Inc.'s AAP failed to provide a schedule for the review of all physical and mental job qualifications standards to ensure that, to the extent qualification standards tend to screen out qualified disabled veterans, they are job-related for the position in question and are consistent with business necessity, as required by 41 CFR 60-300.44(c)(1).

REMEDY: Apollo Sheet Metal Inc. will include in its VEVRAA AAP a schedule for the review of all physical and mental job qualifications standards to ensure that, to the extent qualification standards tend to screen out qualified disabled veterans, they are job-related for the position in question and are consistent with business necessity, as required by 41 CFR 60-300.44(c)(1).

18. **VIOLATION:** Apollo Sheet Metal Inc.'s VEVRAA AAP failed to include all the required contents, as required by 41 CFR 60-300.44. Specifically, Apollo Sheet Metal Inc.'s AAP failed to include the reasonable accommodation to physical and mental limitations element described in 41 CFR 60-300.44(d).

REMEDY: Apollo Sheet Metal Inc. will include the reasonable accommodation to physical and mental limitations element described in 41 CFR 60-300.44(d) in its VEVRAA AAP, as required by 41 CFR 60-300.44.

19. **VIOLATION:** Apollo Sheet Metal Inc.'s VEVRAA AAP failed to include all the required contents, as required by 41 CFR 60-300.44. Specifically, Apollo Sheet Metal Inc.'s AAP failed to include the external EEO policy dissemination, outreach, and positive recruitment element described in 41 CFR 60-300.44(f).

REMEDY: Apollo Sheet Metal Inc. will include the internal EEO policy dissemination, outreach, and positive recruitment element described in 41 CFR 60-300.44(f) in its VEVRAA AAP, as required by 41 CFR 60-300.44.

20. **VIOLATION:** During the period January 1, 2022 through December 31, 2022, Apollo Sheet Metal Inc. failed to undertake appropriate outreach and positive recruitment activities that were reasonably designed to effectively recruit qualified protected veterans, in violation of 41 CFR 60-300.44(f)(1)(i). Specifically, Apollo Sheet Metal Inc. did not engage in outreach and recruitment activities designed to effectively recruit qualified protected veterans.

REMEDY: Apollo Sheet Metal Inc. will undertake appropriate external outreach and positive recruitment activities that are reasonably designed to effectively recruit qualified protective veterans, such as those described at 41 CFR 60-300.44(f)(2).

21. **VIOLATION:** During the period January 1, 2022 through December 31, 2022, Apollo Sheet Metal Inc. 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: Apollo Sheet Metal Inc. 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 Apollo Sheet Metal Inc. concludes that the totality of its efforts were not effective in identifying and recruiting qualified protected veterans, it shall identify and implement alternative efforts listed in 41 CFR 60-300.44(f)(1) or (f)(2).

22. **VIOLATION:** Apollo Sheet Metal Inc.'s VEVRAA AAP failed to include all the required contents, as required by 41 CFR 60-300.44. Specifically, Apollo Sheet Metal Inc.'s AAP failed to include the audit and reporting system element described in 41 CFR 60-300.44(h).

REMEDY: Apollo Sheet Metal Inc. will include the audit and reporting system element described in 41 CFR 60-300.44(h) in its VEVRAA AAP, as required by 41 CFR 60-300.44.

23. **VIOLATION:** Apollo Sheet Metal Inc.'s VEVRAA AAP failed to include all the required contents, as required by 41 CFR 60-300.44. Specifically, Apollo Sheet Metal Inc.'s AAP failed to include the data collection analysis element described in 41 CFR 60-300.44(k).

REMEDY: Apollo Sheet Metal Inc. 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.

24. **VIOLATION:** During the period January 1, 2022 through December 31, 2022, Apollo Sheet Metal Inc. failed to establish a hiring benchmark to measure its progress toward achieving equal employment opportunity for protected veterans, in violation of 41 CFR 60-300.45.

REMEDY: Apollo Sheet Metal Inc. will establish a hiring benchmark for each of its establishments, on an annual basis, using one of the two methods prescribed in 41 CFR 60-300.45(b). Apollo Sheet Metal Inc. will document its hiring benchmark, and, if Apollo Sheet Metal Inc. sets its benchmark using the five-factor approach described in 41 CFR 60-300.45(b)(2), it will also document each factor that it considered in establishing its benchmark and the relative significance it accorded to each one. Apollo Sheet Metal Inc. will retain these records for three years, as required by 41 CFR 60-300.45(c).

25. **VIOLATION:** During the period January 1, 2022 through December 31, 2022, Apollo Sheet Metal Inc. failed to immediately list all employment openings with either the state workforce agency job bank or a local employment service delivery system serving the location where the openings occurred in violation of 41 CFR 60-300.5(a)2-6.

REMEDY: Apollo Sheet Metal Inc. will list all employment openings as they occur with an appropriate employment service delivery system (ESDS) (either the state workforce agency job bank or a local ESDS) where the openings occur, in a manner and format that will allow the ESDS to provide priority referrals of protected veterans to Apollo Sheet Metal Inc., as required by 41 CFR 60-300.5(a)2-6. With its initial listing, and as subsequently needed to update the information, Apollo Sheet Metal Inc. will also advise the employment service delivery system that it is a federal contractor that desires priority referrals of protected veterans for job openings at all locations within the state, and provide the employment service delivery system with the name and address of each of its hiring locations within the state and the contact information for the contractor official responsible for hiring at each location, in accordance with 41 CFR 60-300.5(a)4. Should any of the information in the disclosures change since it was last reported to the ESDS, Apollo Sheet Metal Inc. shall provide updated information simultaneously with its next job listing.

26. **VIOLATION:** During the period January 1, 2022, through December 31, 2022, Apollo Sheet Metal Inc. failed to keep and preserve complete and accurate personnel and employment records, in violation of 41 CFR 60-300.80(a). Specifically, Apollo Sheet Metal Inc. failed to keep personnel or employment records specific to its VEVRAA obligations.

REMEDY: Apollo Sheet Metal Inc. 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 for a period of three years from the date of the making of the record, as required by 41 CFR 60-300.80(b).

IV. OFCCP Monitoring Period

1. **Recordkeeping.** Apollo Sheet Metal Inc. 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. Apollo Sheet Metal Inc. will retain the records until this Agreement expires or for the time period consistent with regulatory requirements, whichever is later.
2. **Apollo Sheet Metal Inc. Reports.** Apollo Sheet Metal Inc. agrees to furnish OFCCP with the following reports during the Monitoring Period. Each report will contain the documentation specified according to the dates scheduled:
 - a. **Progress Report 1:** Due on August 31, 2024, covering the period of January 1, 2024, through June 30, 2024.
 - b. **Progress Report 2:** Due on March 1, 2025, covering the period of July 1, 2024, through December 31, 2024.

Each report shall contain the following:

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- i. Documentation of Apollo Sheet Metal Inc. good faith effort for the immediately preceding AAP year, as required by 41 CFR 60-1.12(b);
- ii. An applicant flow log by job group that captures each applicant's name, race, ethnicity (Hispanic or non-Hispanic), gender, veteran status, and disability status (if disclosed), referral source, job applied for, application date, and if applicable, interview status, interview date, hire date, job title hired into, starting salary, and/or other disposition. For all applicants not selected, identify the reason for non-selection. The applicant flow log will also identify the pass/fail stage in the selection process for each applicant;
- iii. A new hire log by job group, identifying name, race, ethnicity (Hispanic or non-Hispanic), gender, veteran status, and disability status (if disclosed), title, starting salary, and date of hire;
- iv. A promotion log by job group, identifying name, race, ethnicity (Hispanic or non-Hispanic), gender, veteran status, and disability status (if disclosed), title, external/internal, competitive/non-competitive, and date of selection;

v. Documentation to confirm that Apollo Sheet Metal Inc. completed an in-depth analyses of its total employment process to determine whether and where impediments to equal employment opportunity exists, as required by 41 CFR 60-2.17(b) implemented an internal audit and reporting system that periodically measures the effectiveness of its total affirmative action program, as required by 41 CFR 60-2.17(d).

VEVRAA

i. Documentation showing that Apollo Sheet Metal Inc. listed all job openings with the appropriate employment service delivery service (ESDS) where the opening occurred. Apollo Sheet Metal Inc. will provide documentation of any referrals received from the state employment service including, but not limited to, the name(s) of the individual(s) referred; date(s) of referral; final disposition of the referred individual's application; and, when applicable, the reasons why a referred individual was not hired by Apollo Sheet Metal Inc.. For referrals hired from the state employment service, please include the job title and salary or hourly rate of pay;

ii. Documentation showing that Apollo Sheet Metal Inc. has invited 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. Apollo Sheet Metal Inc. will also submit a copy or screen capture of its voluntary self-identification form;

iii. Documentation showing that Apollo Sheet Metal Inc. undertook appropriate external outreach and positive recruitment activities that are reasonably designed to effectively recruit protected veterans and conducted an assessment of its efforts. Apollo Sheet Metal Inc. should note that 41 CFR 60-300.44(f)(2) list examples of several resources that may aid Apollo Sheet Metal Inc.'s in effectively recruiting and employing qualified protected veterans;

iv. Documentation that Apollo Sheet Metal Inc. annually reviewed its outreach and recruitment activities, assess their effectiveness, and document this review in accordance with 41 CFR 60-300.44(f)(3); **(Progress Report 1 only)**

v. Documentation showing Apollo Sheet Metal Inc. included 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;

vi. A copy of Apollo Sheet Metal Inc. hiring benchmark for each of its establishments, on an annual basis, using one of the two methods prescribed in 41 CFR 60-300.45(b); **(Progress Report 1 only)**

vii. Documentation showing Apollo Sheet Metal Inc. kept and preserved complete and accurate personnel and employment records, in accordance with 41 CFR 60-300.80(a), and will keep and preserve those records for a period of three years from the date of the making of the record, as required by 41 CFR 60-300.80(b);

viii. Documentation showing Apollo Sheet Metal Inc. made reasonable accommodation to the known physical or mental limitations of an otherwise qualified disabled veteran unless it can demonstrate that the accommodation would impose an undue hardship on the operation of its business as required by 41 CFR 60-300.44(d);

ix. Documentation describing Apollo Sheet Metal Inc. has reviewed its personnel processes provide for careful, thorough, and systematic consideration of the job qualifications of applicants and employees who are known protected veterans for job vacancies filled either by hiring or promotion, and for all training opportunities offered or available. A description of the review and any necessary modifications to personnel processes or development of new processes shall be included in any affirmative action programs required under this part as required by 41 CFR 60-300.44(b); **(Progress Report 1 only)**

x. Documentation showing Apollo Sheet Metal Inc. provided in its affirmative action program, a schedule for the review of all physical and mental job qualification standards to ensure that, to the extent qualification standards tend to screen out qualified disabled veterans, they are job-related for the position in question and are consistent with business necessity as required by 41 CFR 60-300.44(c)(1). **(Progress Report 1 only)**

ix. Documentation showing Apollo Sheet Metal Inc. designed and implemented an audit and reporting system as required by 41 CFR 60-300.44(h) that will: **(Progress Report 1 only)**

(a) Measure the effectiveness of the Apollo Sheet Metal Inc.'s affirmative action program;

(b) Indicate any need for remedial action;

(c) Determine the degree to which the Apollo Sheet Metal Inc.'s objectives have been attained;

(d) Determine whether known protected veterans have had the opportunity to participate in all company sponsored educational, training, recreational, and social activities;

(e) Measure Apollo Sheet Metal Inc.'s compliance with the affirmative action program's specific obligations; and

(f) Document the actions taken to comply with the obligations of paragraphs (ix)(a) through (d) of this section, and retain these documents as employment records subject to the recordkeeping requirements of § 60-300.80.

(g) Where the affirmative action program is found to be deficient, Apollo Sheet Metal Inc. shall undertake necessary action to bring the program into compliance.

SECTION 503

i. Documentation showing that Apollo Sheet Metal Inc. invited job applicants and employees during the reporting period to voluntarily self-identify as an individual with a disability, using the OMB-approved form published on the OFCCP website, as required by the affirmative action obligations set forth in Subpart C of the regulations at 41 CFR 60-741.42. Apollo Sheet Metal Inc. will also submit a copy or screen capture of its voluntary self-identification form;

- ii. Documentation showing that Apollo Sheet Metal Inc. undertook appropriate outreach and positive recruitment activities reasonably designed to effectively recruit qualified individuals with disabilities as required by the regulations. Apollo Sheet Metal Inc. should note that 41 CFR 60-741.44(f)(2) lists several types of resources that may be able to assist it in effectively recruiting and employing qualified individuals with disabilities.
- iii. Documentation that Apollo Sheet Metal Inc. annually reviewed its outreach and recruitment activities, assess their effectiveness, and document this review in accordance with 41 CFR 60-741.44(f)(3); **(Progress Report 1 only)**
- iv. A copy of Apollo Sheet Metal Inc. data collection analysis described in 41 CFR 60-741.44(k) in its Section 503 AAP, as required by 41 CFR 60-741.44;
- v. A copy of Apollo Sheet Metal Inc. utilization analysis for individuals with disabilities; **(Progress Report 1 only)**
- vi. Documentation showing that Apollo Sheet Metal Inc. kept and preserved completed and accurate personnel and employment records, in accordance with 41 CFR 60-741.80, and will keep and preserve those records for a period of three years from the date of the making of the record, as required by 41 CFR 60-741.80(b);
- vii. Documentation describing Apollo Sheet Metal Inc. has reviewed its personnel processes and that it provides for careful, thorough, and systematic consideration of the job qualifications of applicants and employees with known disabilities for job vacancies filled either by hiring or promotion, and for all training opportunities offered or available. A description of the review and any necessary modifications to personnel processes or development of new processes shall be included in any affirmative action programs required under this part as required by 41 CFR 60-741.44(b); **(Progress Report 1 only)**
- viii. Documentation showing Apollo Sheet Metal Inc. provided in its affirmative action program, a schedule for the review of all physical and mental job qualification standards to ensure that, to the extent qualification standards tend to screen out qualified individuals with disabilities, they are job-related for the position in question and are consistent with business necessity as required by 41 CFR 60-741.44(c)(1); **(Progress Report 1 only)**
- ix. Documentation showing Apollo Sheet Metal Inc. designed and implemented an audit and reporting system as required by 41 CFR 60-741.44(h) that will: **(Progress Report 1 only)**
 - (a) Measure the effectiveness of the Apollo Sheet Metal Inc.'s affirmative action program;
 - (b) Indicate any need for remedial action;
 - (c) Determine the degree to which the Apollo Sheet Metal Inc.'s objectives have been attained;

(d) Determine whether known individuals with disabilities have had the opportunity to participate in all company sponsored educational, training, recreational, and social activities;

(e) Measure Apollo Sheet Metal Inc.'s compliance with the affirmative action program's specific obligations; and

(f) Document the actions taken to comply with the obligations of paragraphs (ix)(a) through (d) of this section, and retain these documents as employment records subject to the recordkeeping requirements of § 60-741.80.

(g) Where the affirmative action program is found to be deficient, Apollo Sheet Metal Inc. shall undertake necessary action to bring the program into compliance.

Apollo Sheet Metal Inc. will submit reports to Quanda R. Evans, Assistant District Director, 300 Fifth Avenue, Suite 1100, Seattle, WA 98104, **(b) (7)(E)** @dol.gov. Apollo Sheet Metal Inc. 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 Apollo Sheet Metal Inc. provides in accordance with this Agreement are trade secrets, commercial, and/or financial in nature, and customarily kept private or closely-held, and the Apollo Sheet Metal Inc. believes should remain confidential under Exemption 4 of the Freedom of Information Act (FOIA) in the event of a FOIA request, Apollo Sheet Metal Inc. will provide such reports to OFCCP marked as "Confidential". In the event of a FOIA request, OFCCP will promptly notify Apollo Sheet Metal Inc. of the FOIA request and provide Apollo Sheet Metal Inc. 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 Apollo Sheet Metal Inc.'s final progress report as set forth in Section II, Paragraph 9 above. If OFCCP fails to notify Apollo Sheet Metal Inc. in writing within sixty (60) days of the date of the final progress report that Apollo Sheet Metal Inc. 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 Apollo Sheet Metal Inc. within the allotted time that it has not fulfilled all of its obligations, this Agreement is automatically extended until the date that OFCCP determines Apollo Sheet Metal Inc. has met all of its obligations under the Agreement.

V. SIGNATURES

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

This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and Apollo Sheet Metal Inc., 1207 West Columbia Drive, Kennewick, WA 99336.

(b) (6)

~~Angie Haisch~~
~~VP/CFO of Finance~~
Apollo Sheet Metal Inc.
Kennewick, WA 99336

Ryan Ratchford
President

DATE: 10/11/2023

(b) (6)

Leigh D. Jones
District Director
Office of Federal Contract Compliance Programs
Seattle and Portland Offices

DATE: 10/16/2023

(b) (6)

Quanda R. Evans
Assistant District Director
Office of Federal Contract Compliance Programs
Seattle Office

DATE: 10/13/2023