

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

I. Preliminary Statement

The Office of Federal Contract Compliance Programs (OFCCP) evaluated SierteK located at 4141 Colonel Glenn Highway, Suite 153, Beavercreek Township, Ohio 45431, beginning on May 8, 2023. OFCCP found that SierteK 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 the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. § 4212 (VEVRAA) and their respective implementing regulations at Title 41 Code of Federal Regulations (C.F.R) Chapter 60.

OFCCP notified SierteK of the specific violations and the corrective actions required in a Notice of Violation (NOV) issued on March 8, 2024.

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 SierteK 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 SierteK'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 SierteK 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 SierteK'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. SierteK 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 SierteK 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. Siertek 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 Siertek submits its final progress report required in Section IV, below, unless OFCCP notifies Siertek in writing before the expiration date that Siertek 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 Siertek has met all of its obligations under the Agreement.
10. If Siertek violates this Agreement:
 - a. The procedures at 41 C.F.R. 60-1.34, 41 C.F.R. 60-300.63, and 41 C.F.R. 60-741.63 will govern:
 - i. OFCCP will send Siertek a written notice stating the alleged violations and summarizing any supporting evidence.
 - ii. Siertek 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 Siertek 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 Siertek, 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. Siertek 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. 60-300.66, or 41 C.F.R. 60-741.66, and/or other appropriate relief for violating this Agreement.
11. Siertek 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, Siertek failed to maintain its current AAP and documentation of its good faith effort, as required by 41 CFR 60-1.12(b). Specifically, Siertek failed to preserve its E.O. AAP and documentation of good faith efforts for the immediately preceding AAP year, as required by 41 CFR 60-1.12(b).

REMEDY: Siertek must maintain its current AAP and documentation of its good faith efforts, as required by 41 CFR 60-1.12(b), and preserve its AAP and documentation of good faith efforts for the immediately preceding AAP year, as required by 41 CFR 60-1.12(b).

2. **VIOLATION:** During the period of January 1, 2022 through December 31, 2022, Siertek 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: Siertek must 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). Specifically, Siertek must include in its AAP the internal audit and reporting systems component specified in 41 CFR 60-2.17(d).

- 3. VIOLATION:** During the period January 1, 2022 through December 31, 2022, Siertek 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, Siertek failed to include Identification of Problem Areas in its E.O. 11246 AAP.

REMEDY: Siertek must 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, Siertek must include Identification of Problem Areas in its E.O. 11246 AAP.

- 4. VIOLATION:** During the period January 1, 2022 through December 31, 2022, Siertek 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). Specifically, Siertek failed to submit action-oriented programs to correct any problem areas in its E.O. 11246 AAP.

REMEDY: Siertek must 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). Specifically, Siertek must develop and execute action-oriented programs to correct any problem areas in its E.O. 11246 AAP.

- 5. VIOLATION:** During the period January 1, 2022 through December 31, 2022, Siertek 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: Siertek must 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 Siertek, as required by 41 CFR 60-300.5(a)2-6. With its initial listing, and as subsequently needed to update the information, Siertek must 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 Siertek's 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, Siertek shall provide updated information simultaneously with its next job listing.

6. **VIOLATION:** During the period January 1, 2022 through December 31, 2022, Siertek 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: Siertek must 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 Siertek 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). Specifically, Siertek will utilize the provided recruitment sources and any other sources identified by Siertek to target veterans.

Ohio Means Jobs Montgomery County
1111 S. Edwin C. Moses Blvd.
Dayton, Ohio 45422
(937) 225-5627
(b) (6), (b) (7)(C) [@ifs.ohio.gov](mailto:ifs@ifs.ohio.gov)
www.thejobcenter.org

RT Industries
110 Foss Way
Troy, Ohio 45373
(937) 335-5784
info@rtindustries.org
www.rtindustries.org

7. **VIOLATION** During the period January 1, 2022 through December 31, 2022, Siertek failed to include all the required contents, as required by 41 CFR 60-300.44. Specifically, Siertek's AAP failed to include the data collection analysis element described in 41 CFR 60-300.44(k).

REMEDY: Siertek must 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.

8. **VIOLATION:** During the period January 1, 2022 through December 31, 2022, Siertek 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. Specifically, Siertek failed to use one of the methods prescribed in the regulations;

established a benchmark using the five-factor approach but failed to document its methodology and failed to maintain benchmark records for three years, as required in 41 CFR 60-300.45(c).

REMEDY: Siertek must 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). Siertek must document its hiring benchmark, and, if Siertek sets its benchmark using the five-factor approach described in 41 CFR 60-300.45(b)(2), it must also document each factor that it considered in establishing its benchmark and the relative significance it accorded to each one. Siertek must retain these records for three years, as required by 41 CFR 60-300.45(c).

9. **VIOLATION:** During the period January 1, 2022 through December 31, 2022, Siertek 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: Siertek must annually review its outreach and recruitment activities, assess their effectiveness, and document this review, in accordance with 41 CFR 60-741.44(f)(3). If Siertek 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). Specifically, Siertek will utilize the provided recruitment sources and any other sources identified by Siertek to target individuals with disabilities.

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10. **VIOLATION:** During the period January 1, 2022 through December 31, 2022, Siertek's Section 503 AAP failed to include all the required contents, as required by 41 CFR 60-741.44. Specifically, Siertek's AAP failed to include the data collection analysis element

described in 41 CFR 60-741.44(k).

REMEDY: Siertek must 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.

11. VIOLATION: During the period January 1, 2022 through December 31, 2022, Siertek failed to evaluate its utilization of individuals with disabilities using the goal established by OFCCP, in violation of 41 CFR 60-741.45. Specifically, Siertek failed to conduct utilization analysis.

REMEDY: Siertek must 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, Siertek must 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 Siertek 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 Siertek's workforce be less than the utilization goal, Siertek must take steps, as required by 41 CFR 60-741.45(e), to determine whether and where impediments to equal employment exist, and must develop and execute action-oriented programs to correct any identified problems, as required by 41 CFR 60-741.45(f).

1. OFCCP Monitoring Period

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

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

Progress Report: Due on January 15, 2025, covering the period of January 1, 2024, through December 31, 2024.

1. Documentation of its current AAP and documentation of its good faith efforts, as described in 41 CFR 60-1.12.

2. Documentation of its AAP's internal audit and reporting systems component specified in 41 CFR 60-2.17(d), as described in 41 CFR 60.210(b)(2)(iv).
3. Documentation of Identification of Problem Areas in its E.O.11246 AAP, as described in 41 CFR 60-2.17(b).
4. Documentation of its action-oriented programs to correct any problem areas in its E.O.11246 AAP, as described in 41 CFR 60-2.17(c).
5. Documentation of 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 Siertek, described in 41 CFR 60-300.5(a)2-6.
6. Documentation of its annual review its outreach and recruitment activities and assessment their effectiveness, as described in 41 CFR 60-300.44(f)(3). Also, submit the following information:
 - i. Documentation of external outreach and positive recruitment activities undertaken, including contacting the organizations listed in the Attachment to this Agreement and all other appropriate referral sources that are reasonably designed to effectively recruit qualified protected veterans.
 - ii. A list containing the following information for each individual referred for employment by the organizations listed in the Attachment to this Agreement and any other appropriate referral source:
 1. First and Last Name;
 2. Name of Referral Source
 3. Result of referral;
 4. Last known home address;
 5. Last known personal email address; and
 6. Last known personal cellular phone and home phone number.
 - iii. A list containing the following information for each individual hired:
 1. First and Last Name;

2. Date of hire;
 3. Position title;
 4. Starting salary;
 5. Recruitment source;
 6. Last know home address;
 7. Last know personal email address; and
 8. Last know personal cellular phone and home phone number.
7. Documentation of its data collection analysis element described in 41 CFR 60-300.44(k) in its VEVRAA AAP.
 8. Documentation of its hiring annual benchmark for each of its establishments, using one of the two methods described in 41 CFR 60-300.45(b).
 9. Documentation of its annual review of the effectiveness of the outreach and recruitment efforts it took over the previous twelve months to identify and recruit qualified individuals with disabilities, described in 41 CFR 60-741.44(f)(3). Also, submit the following information:
 - i. Documentation of external outreach and positive recruitment activities undertaken, including contacting the organizations listed in the Attachment to this Agreement and all other appropriate referral sources that are reasonably designed to effectively recruit individuals with disabilities.
 - ii. A list containing the following information for each individual referred for employment by the organizations listed in the Attachment to this Agreement and any other appropriate referral source:
 1. First and Last Name;
 2. Name of Referral Source
 3. Result of referral;
 4. Last known home address;
 5. Last known personal email address; and
 6. Last known personal cellular phone and home phone number.
 - iii. A list containing the following information for each individual hired:
 1. First and Last Name;
 2. Date of hire;

3. Position title;
4. Starting salary;
5. Recruitment source;
6. Last know home address;
7. Last know personal email address; and
8. Last know personal cellular phone and home phone number.

10. Documentation of its data collection analysis described in 41 CFR 60-741.44(k) in its Section 503 AAP.

11. Documentation of its annual utilization analysis for its 503 AAP, described in 41 CFR 60-741.45.

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

2. SIGNATURES

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

This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and Siertek 4141 Colonel Glenn Highway, Suite 153, Beavercreek Township, Ohio 45431.

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

Raul Sierra
President & CEO
Siertek
Beavercreek, Ohio

DATE: 18 March 2024 _____

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

Phyllis E. Lipkin
District Director
Detroit District Office

DATE: _____