

# CONCILIATION AGREEMENT

Between

THE U. S. DEPARTMENT OF LABOR  
OFFICE OF FEDERAL CONTRACT COMPLIANCE PROGRAMS

and

ASTRONICS ADVANCED ELECTRONIC SYSTEMS  
12950 Willows Rd NE  
Kirkland, WA 98034

## **PART I. PRELIMINARY STATEMENT**

The Office of Federal Contract Compliance Programs (“OFCCP”) evaluated Astronics Advanced Electronic Systems (hereinafter “Astronics”) facility located at 12950 Willows Rd NE, Kirkland, WA 98034 and found that Astronics was not in compliance with Section 503 of the Rehabilitation Act of 1973, as amended, 29 U.S.C 793 (“Section 503”) and the Vietnam Era Veterans’ Readjustment Assistance Act of 1974, as amended, 38 U.S.C. 4212 (“VEVRAA”), and their implementing regulations at 41 C.F.R. Sections 60-300 and 60-741. OFCCP notified Astronics of the specific violations found and the corrective actions required in a Notice of Violation issued on November 19, 2018. In the interest of resolving the violations without engaging in further legal proceedings and in exchange for the good and valuable consideration described in this document, OFCCP and Astronics enter this contract (“Agreement”) and agree to all the terms stated below.

## **PART II. GENERAL TERMS AND CONDITIONS**

1. In exchange for Astronics’s fulfillment of all obligations in Parts III and IV of the Agreement, OFCCP agrees not to institute administrative or judicial enforcement proceedings under Section 503 and VEVRAA based on the violations described in more detail in Part III below. However, OFCCP has the right to initiate legal proceedings to enforce the Agreement itself or to correct and obtain relief for the violations described in Part III if Astronics violates this Agreement. Nothing in this Agreement precludes OFCCP from initiating enforcement proceedings based on future compliance evaluations or complaint investigations.
2. Astronics agrees that OFCCP may review its compliance with this Agreement. As part of such review, OFCCP may require written reports, inspect the premises, interview witnesses, and examine and copy documents. Astronics will permit access to its premises during normal business hours for these purposes and will provide OFCCP with all reports and documents requested.

3. Astronics understands that nothing in this Agreement relieves Astronics of its obligation to fully comply with the requirements of Executive Order 11246 ("E.O. 11246"), Section 503, VEVRAA, their implementing regulations, and other applicable equal employment laws.
4. Astronics promises not to harass, intimidate, threaten, discriminate, or otherwise retaliate against any individual because the individual: benefits from this Agreement, files a complaint or participates in any investigation or proceeding under E.O. 11246, Section 503 or VEVRAA, or engages in any activity listed at 41 CFR 60-1.32(a).
5. The parties understand the terms of this Agreement and enter into it voluntarily.
6. This document and its attachments contain the complete and final understanding of the parties with respect to the matters referenced herein. This Agreement contains all terms by which the parties are bound and it supersedes all prior written or oral negotiations and agreements. There will be no modifications or amendments to this Agreement unless they are in writing, signed by all parties.
7. If one or more provisions of this Agreement are rendered unlawful or unenforceable, the remaining provisions will remain in full force and effect.
8. This Agreement becomes effective on the day it is signed by the District Director of the Seattle District Office (the "Effective Date") unless the Pacific Regional Director or the Director of OFCCP indicates otherwise within 45 calendar days of the date the District Director signs the Agreement.
9. This Agreement will expire sixty (60) days after Astronics submits the final progress report required in Part IV (D), below, unless OFCCP notifies Astronics in writing prior to the expiration date that Astronics has not fulfilled all of its obligations under the Agreement, in which case the Agreement is automatically extended until the date that OFCCP determines Astronics has met all of its obligations under the Agreement.
10. If Astronics violates this Agreement,
  - A. The procedures set forth at 41 C.F.R. 60-1.34 will govern:
    - 1) If OFCCP believes that Astronics violated any term of the Agreement while it was in effect, OFCCP will send Astronics a written notice stating the alleged violations and summarizing any supporting evidence.
    - 2) Astronics will have 15 days from receipt of such notice to demonstrate in writing that it has not violated the Agreement, unless such a delay would result in irreparable injury to the employment rights of affected employees or applicants.

- 3) If Astronics 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.
  - 4) OFCCP may seek enforcement of this Agreement itself and is not required to present proof of any underlying violations resolved by this Agreement.
- B.** Astronics may be subject to the sanctions set forth in 41 C.F.R. 60-741.66 and 41 C.F.R. 60-300.66 and/or other appropriate relief for violation of this Agreement.
- 11.** This agreement does not constitute an admission by Astronics of any violation of Section 503, VEVRAA, or other laws, nor has there been an adjudicated finding that Astronics violated any laws.

### **PART III. SPECIFIC VIOLATIONS AND REMEDIES**

#### **1. SECTION 503 – OUTREACH**

- A. STATEMENT OF VIOLATION:** During the period January 1, 2017 through December 31, 2017, Astronics failed to undertake appropriate outreach and positive recruitment activities that were reasonably designed to effectively recruit qualified individuals with disabilities, document these activities, assess their effectiveness, and document its review, in violation of 41 CFR 60–741.44(f).
- B. OFCCP’s SPECIFIC FINDINGS:** Specifically, Astronics, did document their outreach activities for IWDs, provide an assessment of their effectiveness of these activities and document its review, however, it was found to be not reasonable as they did not take any outreach efforts, such as send out vacancy announcements to IWD advocacy organizations, enter into formal/written relationships with IWD organizations, creating internship programs for students with disabilities from local colleges/universities, or participate in job fairs targeting qualified IWDs.
- C. REMEDY:** Astronics 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). Astronics will annually review its outreach and recruitment activities, assess their effectiveness, and document this review, in accordance with 41 CFR 60-741.44(f)(3). Astronics will document all activities it undertakes to comply with this section, in accordance with 41 CFR 60–741.44(f)(4).

Astronics will use the following sources as part of their overall efforts, such as entering into a formal, written relationship with the organization to accomplish specified objectives like training, referring job applicants, or participating in job fairs targeting qualified individuals with disabilities:

Mainstay  
(b) (7)(C) Employment Consultant  
1801 Broadway  
Seattle, WA 98122  
206-934-(b) (7)(C)  
(b) (7)(C)@seattlecolleges.edu

## 2. VEVRAA – OUTREACH

- A. STATEMENT OF VIOLATION: During the period January 1, 2017 through December 31, 2017, Astronics failed to undertake appropriate outreach and positive recruitment activities that were reasonably designed to effectively recruit qualified protected veterans, document these activities, assess their effectiveness, and document its review, in violation of 41 CFR 60–741.44(f).
- B. OFCCP’s SPECIFIC FINDINGS: Specifically, Astronics, did document their outreach activities for veterans, provide an assessment of their effectiveness of these activities and document its review, however, it was found to be not reasonable as they did not take any outreach efforts, such as send out vacancy announcements to veteran advocacy organizations, enter into formal/written relationships with veteran organizations, creating internship programs for students with disabilities from local colleges/universities, or participate in job fairs targeting qualified veterans.
- C. REMEDY: Astronics will undertake appropriate external outreach and positive recruitment activities that are reasonably designed to effectively recruit qualified protected veterans, such as those described at 41 CFR 60–300.44(f)(2). Astronics 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). Astronics will document all activities it undertakes to comply with this section, in accordance with 41 CFR 60–300.44(f)(4).

Astronics will use the following sources as part of their overall efforts, such as entering into a formal, written relationship with the organization to accomplish specified objectives like training, referring job applicants, or participating in job fairs targeting qualified protected veterans:

(b) (7)(C)  
Employment Coordinator  
US Department of Veteran Affairs  
VA Vocational Rehabilitation and Employment  
915 Second Avenue, Suite 1356  
Seattle, WA 98174  
Office: (206) 341-(b) (7)(C) FAX (206) 341-8687  
(b) (7)(C)@va.gov

**PART IV. REPORTS REQUIRED**

1. Astronics will submit the documents and reports described below to:

U.S. Department of Labor, OFCCP  
Seattle District Office  
Leigh Jones  
District Director  
300 Fifth Avenue, Suite 1100  
Seattle, WA 98104

<b>REPORT DUE DATE</b>	<b>PERIOD COVERED</b>
<b>Report 1:</b> July 1, 2019	Effective Date – May 31, 2019
<b>Report 2:</b> January 1, 2020	June 1, 2019 – November 30, 2019

Each report will include the following items unless otherwise noted:

**Pursuant to Remedy 1 (Outreach)**

Documentation that Astronics has undertaken appropriate external outreach and positive recruitment activities (i.e. job postings, job training, referrals, career fairs, etc.), that are reasonably designed to effectively recruit qualified individuals with disabilities, such as those described at 41 CFR 60–741.44(f)(2). Astronics will provide a list of all disability outreach and recruitment activities undertaken and supporting documents, including but not limited to copies of letters, memos, record of telephone calls, emails, etc.

**Pursuant to Remedy 2 (Outreach)**

Documentation that Astronics has undertaken appropriate external outreach and positive recruitment activities (i.e. job postings, job training, referrals, career fairs, etc.), that are reasonably designed to effectively recruit qualified protected veterans, such as those described at 41 CFR 60–300.44(f)(2). Astronics will provide a list of all veteran outreach and recruitment activities undertaken and supporting documents, including but not limited to copies of letters, memos, record of telephone calls, emails, etc.

2. Astronics will retain all records and data pertinent to the violations resolved by this Agreement and/or used to prepare required reports until this Agreement expires or as long as required by OFCCP's regulations, whichever date occurs later.

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**PART V. SIGNATURES**

This Conciliation Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and Astronics.

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

**Mark Peabody**  
President  
Astronics Advanced Electronic Systems  
12950 Willows Rd NE  
Kirkland, WA 98034

DATE: 11/27/18

(b) (7)(C), (b) (7)(E)

Compliance Officer  
Office of Federal Contract Compliance  
Programs  
Seattle District Office

DATE: 12/11/18

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

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

DATE: 12-14-18

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

**Leigh Jones**  
District Director  
Office of Federal Contract Compliance  
Programs  
Seattle District Office

DATE: 12/17/18