

Conciliation Agreement  
Between the  
U.S. Department of Labor Office of Federal Contract Compliance Programs  
And  
Wayne Crouse, Inc.  
3370 Stafford Street  
Pittsburgh, PA 15204

**PART I: General Provisions**

1. This Agreement is between the U.S. Department of Labor, Office of Federal Contract Compliance Programs (OFCCP), and Wayne Crouse, Inc., 3370 Stafford Street, Pittsburgh, PA.
2. The violations identified in this Agreement were found during a compliance review of Wayne Crouse, Inc., which began on March 23, 2017 and were specified in a Notice of Violation that was issued on December 13, 2018. OFCCP alleges that Wayne Crouse, Inc. has violated Executive Order 11246, as amended; Section 503 of the Rehabilitation Act of 1973, as amended; the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended (38 U.S.C. § 4212) and implementing regulations at 41 C.F.R. Chapter 60 due to the specific violations cited in Part II below.
3. This Agreement does not constitute an admission by Wayne Crouse, Inc. of any violation of Executive Order 11246, as amended; Section 503 of the Rehabilitation Act of 1973, as amended; the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, (38 U.S.C. § 4212) and the implementing regulations.
4. The provisions of this Agreement will become part of Wayne Crouse, Inc.'s AAP. Subject of the performance by Wayne Crouse, Inc. of all promises and representations contained herein and in its AAP, all named violations in regard to the compliance of Wayne Crouse, Inc. with all OFCCP programs will be deemed resolved. However, Wayne Crouse, Inc. is advised that the commitments contained in this Agreement do not preclude future determinations of noncompliance based on a finding that the commitments are not sufficient to achieve compliance.
5. Wayne Crouse, Inc. agrees that OFCCP may review compliance with this Agreement. As part of such review, OFCCP may require written reports, inspect the premises, interview witnesses, and examine and copy documents, as may be relevant to the matter under investigation and pertinent to Wayne Crouse, Inc.'s compliance. Wayne Crouse, Inc. shall permit access to its premises during normal business hours for these purposes.
6. Nothing herein is intended to relieve Wayne Crouse, Inc. from the obligation to comply with the requirements of Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, and/or the Vietnam Era Veterans Readjustment Assistance Act of 1974, as amended (38 U.S.C. § 4212), their implementing regulations, or any other equal employment statute or executive order or its implementing regulations.

7. Wayne Crouse, Inc. agrees that there will be no retaliation of any kind against any beneficiary of this Agreement or against any person who has provided information or assistance, or who files a complaint, or who participates in any manner in any proceedings under Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended and/or the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended (38 U.S.C. § 4212).
8. This Agreement will be deemed to have been accepted by the Government on the date of the signature by the District Director for OFCCP.
9. If at any time in the future, OFCCP believes that Wayne Crouse, Inc. has violated any portion of this Agreement during the term of this Agreement, Wayne Crouse, Inc. will be promptly notified of that fact in writing. This notification will include a statement of the facts and circumstances relied upon in forming that belief. In addition, the notification will provide Wayne Crouse, Inc. with 15 calendar days from receipt of the notification to respond in writing, except where OFCCP alleges that such a delay would result in irreparable injury.

Enforcement proceedings for violation of this Agreement may be initiated at any time after the 15-day period has elapsed or sooner, if irreparable injury is alleged, without issuing a Show Cause Notice.

Where OFCCP believes that Wayne Crouse, Inc. has violated this Conciliation Agreement, OFCCP may seek enforcement of this Agreement itself and shall not be required to present proof of the underlying violations resolved by this Agreement.

Liability for violation of this Agreement may subject Wayne Crouse, Inc. to sanctions set forth in, as applicable, Section 209 of the Executive Order, 41 C.F.R. § 60-300.66 and/or 41 C.F.R. § 60-741.66 and/or other appropriate relief.

## **PART II: Specific Provisions**

1. **VIOLATION:** During the period October 1, 2016 through September 30, 2017, Wayne Crouse, Inc. failed to include in all solicitations or advertisements for employees a statement that all qualified applicants will receive consideration for employment and will not be discriminated against based on their sexual orientation or gender identity, in violation of 41 C.F.R. § 60-1.4(a)(2).

**REMEDY:** Wayne Crouse, Inc. will include in all solicitations or advertisements for employees a statement that all qualified applicants will be considered for employment and will not be discriminated against on the basis of their sexual orientation or gender identity, in accordance with 41 C.F.R. § 60-1.4(a)(2).

2. **VIOLATION:** During the period October 1 2016 through September 1, 2017, Wayne Crouse, Inc. failed to demonstrate good faith efforts to achieve the 6.9% goal for females in

five constructions trades listed below in the Pittsburgh Standard Metropolitan Statistical Area (SMSA) (Allegheny, Beaver, Washington, and Westmoreland counties), in violation of 41 C.F.R. § 60-4.6. Specifically, Wayne Crouse, Inc.'s failure to implement the affirmative action steps as described in this Notice of Violation resulted in (b) (7)(E) of work performed by females.

| CRAFT/TRADE    | GOAL | UTILIZATION | TIME PERIOD           |
|----------------|------|-------------|-----------------------|
| PLUMBER        | 6.9% | (b) (7)(E)  | 10/01/2016 - 9/1/2017 |
| STEAMFITTER    | 6.9% | (b) (7)(E)  | 10/01/2016 - 9/1/2017 |
| SERV PROD WRKS | 6.9% | (b) (7)(E)  | 10/01/2016 - 9/1/2017 |
| METAL TRDSMN   | 6.9% | (b) (7)(E)  | 10/01/2016 - 9/1/2017 |
| PIPEFITTER     | 6.9% | (b) (7)(E)  | 10/01/2016 - 9/1/2017 |
| LABORER        | 6.9% | (b) (7)(E)  | 10/01/2016 - 9/1/2017 |

**REMEDY:** The goal is currently 6.9% for female utilization. Wayne Crouse, Inc. will expand its recruitment resources in order to attract female applicants for all of its construction trades. In addition, Wayne Crouse, Inc. must maintain documentation on its implementation of all 16 affirmative action steps (41 C.F.R. § 60-4.3(a) 7(a)-(p)) and must make it available to the Office of Federal Contract Compliance Programs (OFCCP) upon request.

3. **VIOLATION:** During the period October 1 2016 through September 30, 2017, Wayne Crouse, Inc. failed to demonstrate good faith efforts to achieve the 6.3% goal for minority employees in five constructions trades listed below in the Pittsburgh Standard Metropolitan Statistical Area (SMSA) (Allegheny, Beaver, Washington, and Westmoreland counties), in violation of 41 C.F.R. § 60-4.6. Specifically, Wayne Crouse, Inc.'s failure to implement the affirmative action steps as described in this Notice of Violation resulted in: (b) (7)(E) of work performed by minority employees in the Service Production Works, Metal Tradesman, and Pipefitter positions; (b) (7)(E) of work in the plumber position; and (b) (7)(E) of work in the Steamfitter trade.

| CRAFT/TRADE    | GOAL | UTILIZATION | TIME PERIOD             |
|----------------|------|-------------|-------------------------|
| PLUMBER        | 6.3% | (b) (7)(E)  | 10/01/2016 – 09/30/2017 |
| STEAMFITTER    | 6.3% | (b) (7)(E)  | 10/01/2016 – 09/30/2017 |
| SERV PROD WRKS | 6.3% | (b) (7)(E)  | 10/01/2016 – 09/30/2017 |
| METAL TRDSMN   | 6.3% | (b) (7)(E)  | 10/01/2016 – 09/30/2017 |
| PIPEFITTER     | 6.3% | (b) (7)(E)  | 10/01/2016 – 09/30/2017 |

**REMEDY:** The goal for minority utilization is currently 6.3%. Wayne Crouse, Inc. will expand its recruitment resources in order to attract minority applicants for all of its construction trades. In addition, Wayne Crouse, Inc. must maintain documentation on its implementation of all 16 affirmative action steps (41 C.F.R. § 60-4.3(a) 7(a)-(p)) and must make it available to OFCCP upon request.

4. **VIOLATION:** During the period October 1, 2016 through September 30, 2017, Wayne Crouse, Inc. failed to provide written notification to minority and female recruitment sources and to community organizations when it or its unions had employment opportunities available and maintain a record of the organizations' responses. This is in violation of 41 C.F.R. § 60-4.3(a)7b.

**REMEDY:** Wayne Crouse, Inc. will provide written notification to minority and female recruitment sources and to community organizations when it or its unions have employment opportunities available and maintain a record of the organizations' responses, as required by 41 C.F.R. § 60-4.3(a)7b.

5. **VIOLATION:** During the period October 1, 2016 through September 30, 2017, Wayne Crouse, Inc. failed to disseminate its EEO policy by failing to provide notice of the policy to unions and training programs and requesting their cooperation in assisting the company in meeting its EEO obligations and by failing to review of the policy with all management personnel and with minority and female employees at least once a year in violation of 41 C.F.R. § 60-4.3(a)7f.

**REMEDY:** Wayne Crouse Inc. will disseminate its EEO policy to unions and training programs and request their cooperation in assisting the company in meeting its EEO obligations and will review the EEO policy with all management personnel and with all minority and female employees at least once a year, as required by 41 C.F.R. § 60-4.3(a)7f.

6. **VIOLATION:** During the period October 1, 2016 through September 30, 2017, Wayne Crouse, Inc. failed to review, at least annually, its EEO policy and affirmative action obligations with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including a specific review of these items with onsite supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site in violation of 41 C.F.R. § 60-4.3(a)7g.

**REMEDY:** Wayne Crouse, Inc. will review, at least annually, its EEO policy and affirmative action obligations with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including a specific review of these items with onsite supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site, as required by 41 C.F.R. § 60-4.3(a)7g.

7. **VIOLATION:** During the period October 1, 2016 through September 30, 2017, Wayne Crouse, Inc. failed to disseminate its EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing its EEO policy with other contractors and subcontractors with whom it does or anticipates doing business in violation of 41 C.F.R. § 60-4.3(a)7h.

**REMEDY:** Wayne Crouse, Inc. will disseminate its EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing its EEO policy with other contractors and subcontractors with whom it does or anticipates doing business in accordance with 41 C.F.R. § 60-4.3(a)7h.

8. **VIOLATION:** Wayne Crouse, Inc. 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 Wayne Crouse, Inc.'s recruitment area and employment needs. Wayne Crouse, Inc. failed to send written notification to the organizations such as the above, not later than one month prior to the date for the acceptance of applications for apprenticeship, describing the openings, screening procedures, and tests to be used in the selection process in violation of 41 C.F.R. § 60-4.3(a)7i.

**REMEDY:** Wayne Crouse, Inc. 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 Wayne Crouse, Inc.'s recruitment area. Wayne Crouse will send written notification to the organizations such as the above, not later than one month prior to the date for the acceptance of applications for apprenticeship, describing the openings, screenings procedures, and tests to be used in the selection process, as required by 41 C.F.R. § 60-4.3(a)7i.

9. **VIOLATION:** Wayne Crouse, Inc. failed to encourage present minority and female employees to recruit other minority persons and women in violation of 41 C.F.R. § 60-4.3(a)7j.

**REMEDY:** Wayne Crouse, Inc. will encourage present minority and female employees to recruit other minority persons and women, as required by 41 C.F.R. § 60-4.3(a)7j.

10. **VIOLATION:** Wayne Crouse, Inc. failed to conduct, at least annually, an inventory and evaluation of at least all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, such opportunities in violation of 41 C.F.R. § 60-4.3(a)7l.

**REMEDY:** Wayne Crouse, Inc. will conduct an inventory and evaluation of all minority female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, such opportunities, as required by 41 C.F.R. § 60-4.3(a)7l.

11. **VIOLATION:** Wayne Crouse, Inc. failed to conduct a review, at least annually, of all supervisors' adherence to and performance under the company's EEO policies and affirmative action obligations in violation of 41 C.F.R. § 60-4.3(a)7p.

**REMEDY:** Wayne Crouse, Inc. will conduct a review, at least annually, of all supervisors' adherence to and performance under the company's EEO policies and affirmative action obligations, as required by 41 C.F.R. § 60-4.3(a)7p.

12. **VIOLATION:** During the period October 1, 2016 through the present, Wayne Crouse, Inc. failed to include the equal opportunity clause for VEVRAA in its subcontracts and/or purchase orders, either directly or by reference, in the prescribed manner, in violation of 41 C.F.R. § 60-300.5(a)-(d).

**REMEDY:** Wayne Crouse, Inc. will include or reference the provisions of the equal opportunity clause in its subcontracts and purchase orders, as required by 41 C.F.R. 60-300.5(a)-(d). If Wayne Crouse, Inc. incorporates the equal opportunity clause in its subcontracts and purchase orders by reference, rather than by restating the clause verbatim, it must incorporate the clause in the manner prescribed by 41 C.F.R. § 60-300.5(d).

13. **VIOLATION:** During the period October 1, 2016 through the present, Wayne Crouse, 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 C.F.R. § 60-300.5(a)2-6.

**REMEDY:** Wayne Crouse, 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 Wayne Crouse, Inc. as required by 41 C.F.R. § 60-300.5(a)2-6. With its initial listing, and as subsequently needed to update the information, Wayne Crouse, Inc. 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 the contractor official responsible for hiring at each location, in accordance with 41 C.F.R. § 60-300.5(a)4. Should any of the information in the disclosures change since it was last reported to the ESDS, Wayne Crouse, Inc. shall provide updated information simultaneously with its next job listing.

14. **VIOLATION:** During the period October 1, 2016 through the present, Wayne Crouse, Inc. failed to include (or ensure the inclusion of), in all solicitations and advertisements for employees, a statement that all qualified applicants will be considered for employment and will not be discriminated against based on their protected veteran status, in violation of 41 C.F.R. § 60-300.5(a)(12).

**REMEDY:** Wayne Crouse, Inc. will include (or ensure the inclusion of), in all solicitations and advertisements for employees, a statement that all qualified applicants will be considered for employment and will not be discriminated against on the basis of their protected veteran status, in accordance with 41 C.F.R. § 60-300.5(a)(12).

15. **VIOLATION:** During the period October 1, 2016 through the present, Wayne Crouse, Inc. failed to prepare and maintain an affirmative action program (AAP) for protected veterans at each establishment, in violation of 41 C.F.R. § 60–300.40(b). Accordingly, Wayne Crouse, Inc. failed to comply with any of its AAP obligations set forth in Subpart C of the regulations, 41 C.F.R. § 60–300.40–45.

**REMEDY:** Wayne Crouse, Inc. will prepare and maintain an affirmative action program (AAP) for protected veterans at each establishment. The AAP shall set forth Wayne Crouse, Inc.’s policies and procedures in accordance with 41 C.F.R. § 300.40–45. This AAP may be integrated into or kept separate from other AAPs. Wayne Crouse, Inc. shall review and update annually its AAP pursuant to 41 C.F.R. § 60–300.40(c), and must comply with all obligations set forth in Subpart C of the regulations, 41 C.F.R. § 60–300.40–45.

16. **VIOLATION:** During the period October 1, 2016 through the present, Wayne Crouse, Inc. failed to include the equal opportunity clause for Section 503 in its subcontracts and/or purchase orders, either directly or by reference, in the prescribed manner, in violation of 41 C.F.R. § 60–741.5(a)–(d).

**REMEDY:** Wayne Crouse, Inc. will include or reference the provisions of the equal opportunity clause in its subcontracts and purchase orders, as required by 41 C.F.R. § 60–741.5(a)–(d). If Wayne Crouse, Inc. incorporates the equal opportunity clause in its subcontracts and purchase orders by reference, rather than by restating the clause verbatim, it must incorporate the clause in the manner prescribed by 41 C.F.R. § 60–741.5(d).

17. **VIOLATION:** During the period October 1, 2016 through the present, Wayne Crouse, Inc. failed to include (or ensure the inclusion of), in all solicitations and advertisements for employees, a statement that all qualified applicants will be considered for employment and will not be discriminated against on the basis of disability, in violation of 41 C.F.R. 60–741.5(a)(7).

**REMEDY:** Wayne Crouse, Inc. will include (or ensure the inclusion of), in all solicitations and advertisements for employees, a statement that all qualified applicants will be considered for employment and will not be discriminated against on the basis of disability, in accordance with 41 C.F.R. § 60–741.5(a)(7).

18. **VIOLATION:** During the period October 1, 2016 through the present, Wayne Crouse, Inc. failed to prepare and maintain an affirmative action program (AAP) for qualified individuals with disabilities at each establishment, in violation of 41 C.F.R. § 60–741.40(b). Accordingly, Wayne Crouse, Inc. failed to comply with any of its AAP obligations set forth in Subpart C of the regulations, 41 C.F.R. § 60–741.40–45.

**REMEDY:** Wayne Crouse, Inc. must prepare and maintain an affirmative action program (AAP) for qualified individuals with disabilities at each establishment. The AAP shall set

forth Wayne Crouse, Inc.'s policies and procedures in accordance with 41 C.F.R. § 60–741.40–45. This AAP may be integrated into or kept separate from other AAPs. Wayne Crouse, Inc. shall review and update annually its AAP pursuant to 41 C.F.R. § 60–741.40(c), and must comply with all obligations set forth in Subpart C of the regulations, 41 C.F.R. § 60–741.40–45.

### **Part III: Reporting**

1. Wayne Crouse, Inc. agrees to retain records pertinent to the violations cited in Part II above, and to the reports submitted in compliance with Paragraph 2, below. These records shall include data and information underlying the required reports, specifically, but not limited to all applications and personnel records. The records will be retained until the expiration of this Agreement or consistent with regulatory requirements, whichever is later.
2. Wayne Crouse, Inc. agrees to furnish the OFCCP with four (4) reports. Wayne Crouse, Inc. shall send the following reports to:

Tracie Brown  
District Director  
U.S. Department of Labor  
Office of Federal Contract Compliance Programs  
Room 2103 Federal Building  
1000 Liberty Avenue  
Pittsburgh, PA 15222

The first report shall be due sixty (60) days after the effective date of this Conciliation Agreement and include the following:

- a. A copy of the Affirmative Action Program (AAP) and supporting documentation of implementation of the AAP for protected veterans as indicated in the Remedy to Violation 15.
- b. A copy of the Affirmative Action Program (AAP) and supporting documentation of implementation of the AAP for qualified individuals with disabilities as indicated in the Remedy to Violation 18.

The second report shall be due eight (8) months after the effective date of this Conciliation Agreement and shall cover the six (6) month period of time beginning on the effective date of this Agreement. Each successive report shall cover the successive six (6) month period, and shall be mailed within sixty (60) days after the close of that six (6) month period.

Wayne Crouse, Inc. will include the following data in progress reports two (2) through four (4), for the onsite construction crafts in the Pittsburgh Metropolitan Statistical Area (Allegheny, Beaver, Washington, and Westmoreland counties):

- a. Documentation summarizing the total number of utilization hours worked for each on-site construction craft in the Pittsburgh Standard Metropolitan Statistical Area (SMSA) (Allegheny, Beaver, Washington, and Westmoreland counties) during the six (6) month period and the total number of utilization hours worked by females and minorities in each craft during the six (6) month report period.
- b. A current list of minority and women's recruitment sources, including written notification sent to these recruitment sources and to community organizations when Wayne Crouse, Inc. had opportunities available, and documentation of the organizations' responses as indicated in the Remedy to Violation 3.
- c. Documentation that Wayne Crouse, Inc. sent a notification to unions and training programs of Wayne Crouse, Inc.'s EEO policy and requesting their cooperation in assisting Wayne Crouse, Inc. in meeting its EEO obligations as outlined in the Remedy to Violation 4.
- d. Documentation that Wayne Crouse, Inc. conducted a review of the EEO policy with all management personnel, and with all minority and female employees, at least annually, as outlined in the Remedy to Violation 4.
- e. Documentation that Wayne Crouse, Inc. conducted a review of its EEO policy and affirmative action obligations with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions for the construction workforce and on-site supervisory personnel prior to the initiation of construction work at any job site, at least annually, as indicated in the Remedy to Violation 5.
- f. Documentation that Wayne Crouse, Inc. has disseminated its EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and provided written notification to and discussed its EEO policy with other contractors and subcontractors with whom they do business or anticipate doing business as indicated in the Remedy to Violation 6. Include the date of the contact, the individual contacted, the source contacted, and copies of any advertisements.
- g. Documentation that Wayne Crouse, Inc. has 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 servicing its recruitment area and employment needs. Documentation that Wayne Crouse, Inc. sent written notification to organizations such as the above, not less than one month prior to the date for the acceptance of applications for apprenticeship, describing the openings, screening procedures, and tests to be used in the selection process as indicated in the Remedy to Violation 7.
- h. Documentation that Wayne Crouse, Inc. has encouraged current female and minority employees to refer other females and minorities as indicated in the Remedy to Violation 8.

- i. Documentation that Wayne Crouse, Inc. conducted an inventory and evaluation of all minority and female personnel for promotional opportunities and encouraged these employees to see or to prepare for such opportunities as indicated in the Remedy to Violation 9.
  - j. Documentation that Wayne Crouse, Inc. conducted a review, at least annually, of all supervisors' adherence to and performance under the company's equal employment opportunity policies and affirmative action obligations as indicated in the Remedy to Violation 10.
  - k. Copies of solicitations or advertisements for employees that include a statement that all qualified applicants will be considered for employment and will not be discriminated against based on their sexual orientation or gender identity as indicated in the Remedy to Violation 11.
  - l. Documentation that Wayne Crouse, Inc. included the equal opportunity clause for VEVRAA and Section 503 in subcontracts and/or purchase orders issued by Wayne Crouse, Inc. as indicated in the Remedies to Violations 12 and 16.
  - m. As indicated in the Remedy to Violation 13, a list of all employment openings that occurred; a) documentation to confirm these openings were listed with the appropriate ESDS (either the state workforce agency job bank or a local ESDS) where the openings occurred, in a manner and format that allows the ESDS to provide priority referrals of protected veterans to Wayne Crouse, Inc.; b) in the first report, documentation that Wayne Crouse, Inc. advised the appropriate ESDS, with its initial listing, that it is a federal contractor that desires priority referrals of protected veterans for job openings at all locations within the state; and c) in the first report, documentation to confirm that, in its initial listing, Wayne Crouse, Inc. provided the ESDS with the name and address of each of its hiring locations within the state, and the contact information for the Wayne Crouse, Inc. official responsible for hiring at each location. Documentation of the above should include copies of the written notification(s) to the ESDS. Should any of the information in the disclosures change since it was last reported to the ESDS, Wayne Crouse, Inc. shall provide updated information simultaneously with its next job listing;
  - n. Copies of solicitations or advertisements for employees that include a statement that all qualified applicants will be considered for employment and will not be discriminated against on the basis of protected veteran status or disability as indicated in the Remedies to Violations 14 and 17.
3. This Conciliation Agreement shall remain in effect until the review and acceptance by OFCCP of Wayne Crouse, Inc.'s final progress report.

**Termination Date:** This Conciliation Agreement shall remain in full force and effect until sixty (60) days following Wayne Crouse, Inc.'s submission of the final report, or until such time as OFCCP has deemed that Wayne Crouse, Inc. has met all conditions of this Agreement.

**Integration Clause:** This Conciliation Agreement represents the full Agreement between Wayne Crouse, Inc. and OFCCP and this Agreement supersedes any other agreements, oral or written. In signing this Agreement, neither Wayne Crouse, Inc. nor OFCCP relies upon any promise, representation of fact or law, or other inducements that are not expressed in this Agreement. This Agreement may be modified only by written agreement of the Parties affected and may not be modified by any oral agreement.

**PART IV: Signatures**

This Conciliation Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and Wayne Crouse, Inc., 3373 Stafford Street, Pittsburgh, PA 15204.

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

WILLIAM E. LUGAILA  
President  
Wayne Crouse, Inc.  
Pittsburgh, Pennsylvania

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

Compliance Officer  
Pittsburgh District Office  
Mid-Atlantic Region

12/18/18  
DATE

1/2/2019  
DATE

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

NATALIE R. ALLEN  
Assistant District Director  
Pittsburgh District Office  
Mid-Atlantic Region

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

TRACIE BROWN  
District Director  
Pittsburgh District Office  
Mid-Atlantic Region

December 20, 2018  
DATE

December 20, 2018  
DATE