

Conciliation Agreement
Between the
U.S. Department of Labor Office of Federal Contract Compliance Programs
And
The University of Pittsburgh
4200 5th Avenue
Pittsburgh, Pennsylvania 15136

PART I: General Provisions

1. This Agreement is between the U.S. Department of Labor, Office of Federal Contract Compliance Programs (OFCCP) and the University of Pittsburgh, 4200 5th Avenue, Pittsburgh, Pennsylvania.
2. The violations identified in this Agreement were found during a compliance evaluation of the University of Pittsburgh which began on February 5, 2016 and were specified in a Notice of Violation that was issued on March 29, 2019. OFCCP alleges that the University of Pittsburgh 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 the University of Pittsburgh 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 the University of Pittsburgh's AAP. Subject to the performance by the University of Pittsburgh of all promises and representations contained herein and in its AAP, all named violations in regard to the compliance of the University of Pittsburgh with all OFCCP programs will be deemed resolved. However, the University of Pittsburgh 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. The University of Pittsburgh agrees that OFCCP may review compliance with this Agreement. As part of this 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 the University of Pittsburgh's compliance. The University of Pittsburgh shall permit access to its premises during normal business hours for these purposes.
6. Nothing herein is intended to relieve the University of Pittsburgh 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. The University of Pittsburgh 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 of OFCCP.
9. If at any time in the future, OFCCP believes that the University of Pittsburgh has violated any portion of this Agreement during the term of this Agreement, the University of Pittsburgh 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 the University of Pittsburgh 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 the University of Pittsburgh 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 the University of Pittsburgh to sanctions set forth in 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 November 1, 2014 through October 31, 2015, the University of Pittsburgh failed to collect and maintain personnel and employment records for a period of not less than two years from the date of the making of the record or personnel action involved, in accordance with the requirements of 41 C.F.R. § 60-1.12. Specifically, the University of Pittsburgh failed to maintain records pertaining to applicants and hires for its faculty positions during the review period.

REMEDY: The University of Pittsburgh will ensure that all records for its faculty applicants and hires are collected and maintained in accordance with the requirements of 41 C.F.R. § 60-1.12.

2. **VIOLATION:** During the period November 1, 2014 through October 31, 2015, the University of Pittsburgh failed to develop and implement an auditing system that periodically measures the effectiveness of its total affirmative action program as required by 41 C.F.R. § 60-2.17(d)(1)-(4). Specifically, the University of Pittsburgh failed to monitor its applicant/hire activity for faculty in a manner that would ensure that its nondiscriminatory policy is carried out.

REMEDY: The University of Pittsburgh will develop and implement an auditing system to periodically measure the effectiveness of its total affirmative action program. Specifically, the University of Pittsburgh will:

- Monitor records of all referrals, applicants and hires for faculty at all levels to ensure the nondiscrimination policy is carried out;
 - Require internal reporting on a scheduled basis as to the degree to which equal employment opportunity and organizational objectives for faculty referrals, applicants and hires are attained;
 - Review report results with all levels of management; and
 - Advise top management of program effectiveness and submit recommendations to improve unsatisfactory performance.
3. **VIOLATION:** During the period November 1, 2014 through October 31, 2015, the University of Pittsburgh failed to submit an acceptable Job Group Analysis as required by 41 C.F.R. § 60-2.12. Specifically, the University of Pittsburgh failed to create job groups with similar content, wage rates and opportunities.

REMEDY: The University of Pittsburgh will submit an acceptable Job Group Analysis as required by 41 C.F.R. § 60-2.12.

4. **VIOLATION:** During the period November 1, 2014 through the present, the University of Pittsburgh 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: The University of Pittsburgh 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 the University of Pittsburgh, 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, the University of Pittsburgh 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 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, the University of Pittsburgh shall provide updated information simultaneously with its next job listing.

5. **VIOLATION:** During the period November 1, 2014 through October 31, 2015, the University of Pittsburgh failed to document and maintain the required data pertaining to applicants and hires, in violation of 41 C.F.R. § 60-300.44(k). Specifically, the University of Pittsburgh failed to collect and include the data collection analysis pertaining to faculty applicants and hires in the affirmative action program for protected veterans covered by VEVRAA.

REMEDY: The University of Pittsburgh will document the following computations or comparisons pertaining to faculty applicants and hires, on an annual basis, and will maintain this data for three (3) years, as required by 41 C.F.R. § 60-300.44(k):

- The number of applicants who self-identified as protected veterans, or who are otherwise known to be protected veterans;
- The total number of job openings and total number of jobs filled;
- The total number of applicants for all jobs;
- The number of protected veteran applicants hired; and
- The total number of applicants hired.

6. **VIOLATION:** During the period November 1, 2014 through October 31, 2015, the University of Pittsburgh failed to keep and preserve all personnel and employment records, in violation of 41 C.F.R. § 60-300.80. Specifically, the University of Pittsburgh failed to preserve records created during the hiring process for faculty applicants as specified in 60-300.80(b) for a period of three (3) years.

REMEDY: The University of Pittsburgh will keep and preserve all personnel and employment records pertaining to faculty applicants in accordance with 41 C.F.R. § 60-300.80, and will keep and preserve those records specified in 41 C.F.R. § 60-300.80(b) for a period of three (3) years from the date of the making of the record.

7. **VIOLATION:** During the period November 1, 2014, through October 31, 2015, the University of Pittsburgh failed to document and maintain the required data pertaining to applicants and hires, in violation of 41 C.F.R. § 60-741.44(k). Specifically, the University of Pittsburgh failed to collect and include the data collection analysis pertaining to faculty applicants and hires in the affirmative action program for individuals with disabilities.

REMEDY: The University of Pittsburgh will document the following computations or comparisons pertaining to faculty applicants and hires, on an annual basis, and will maintain this data for three (3) years, as required by 41 C.F.R. § 60-741.44(k):

- The number of applicants who self-identified as individuals with disabilities, or who are otherwise known to be individuals with disabilities;
 - The total number of job openings and total number of jobs filled;
 - The total number of applicants for all jobs;
 - The number of applicants with disabilities hired; and
 - The total number of applicants hired.
8. **VIOLATION:** During the period November 1, 2014 through October 31, 2015, the University of Pittsburgh failed to keep and preserve all personnel and employment records, in violation of 41 C.F.R. § 60-741.80. Specifically, the University of Pittsburgh failed to preserve records created during the hiring process for faculty applicants as specified in 41 C.F.R. § 60-741.80(b) for a period of three (3) years.

REMEDY: The University of Pittsburgh will keep and preserve all personnel and employment records pertaining to faculty applicants in accordance with 41 C.F.R. § 60-741.80, and will keep and preserve those records specified in 41 C.F.R. § 60-741.80(b) for a period of three (3) years from the date of the making of the record.

PART III: Reporting

1. The University of Pittsburgh 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. The University of Pittsburgh agrees to furnish the OFCCP with two (2) annual progress reports. The first report shall be due twelve (12) months after the effective date of this Conciliation Agreement and shall cover the ten (10) month period of time beginning on the effective date of this Agreement. The second report shall cover the successive ten (10) month period, and shall be mailed within sixty (60) days after the close of that ten month period. The University of Pittsburgh will submit the following in each progress report to:

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

Each report shall include:

- a. For Violations 1, 6, and 8: the University of Pittsburgh will submit a log which include the following: race, gender, name, date applied, position, position considered, disposition, reason for rejection and a completed self-id forms received for faculty positions during the reporting period.
- b. For Violation 2: A copy of the University of Pittsburgh's internal audit report for faculty referrals, applicants and hires for the reporting period that includes all of the elements of the internal auditing requirements listed in 41 C.F.R. § 60-2.17(d).
- c. For Violation 3: An acceptable Job Group Analysis as required by 41 C.F.R. § 60-2.12.
- d. For Violation 4: A list of all employment openings that occurred; a) documentation to confirm these openings were listed with the appropriated 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 the University of Pittsburgh; b) in the first report, documentation that the University of Pittsburgh 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, the University of Pittsburgh provided the ESDS with the name and address of each of its hiring locations within the state, and the contact information for the University of Pittsburgh 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, the University of Pittsburgh shall provide updated information simultaneously with its next job listing.
- e. For Violation 4: Copies of all responses received from each employment service delivery system used during the report period.
- f. For Violation 5: Documentation of the following computations or comparisons for faculty as required by 41 C.F.R. § 60-300.44(k): The number of faculty applicants and hires who self-identified as protected veterans, or who are otherwise known to be protected veterans; the total number of job openings and total number of jobs filled; the total number of applicants for all jobs; the number of protected veterans hired; and the total number of applicants hired.
- g. For Violation 7: Documentation of the following computations or comparisons for faculty as required by 41 C.F.R. § 60-741.44(k): The number of faculty applicants and hires who self-identified as individuals with disabilities, or who are otherwise known to be individuals with disabilities; the total number of job openings and total number of jobs filled; the total number of applicants for all jobs; the number of applicants with disabilities hired; and the total number of applicants hired.

3. This Conciliation Agreement shall remain in effect until the review and acceptance by OFCCP of the University of Pittsburgh's final progress report.

Termination Date:

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

Integration Clause:

This Conciliation Agreement represents the full Agreement between the University of Pittsburgh and OFCCP and this Agreement supersedes any other agreements, oral or written. In signing this Agreement, neither the University of Pittsburgh 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 the University of Pittsburgh, 4200 Fifth Avenue, Pittsburgh, Pennsylvania 15260.

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

PATRICK GALLAGHER
Chancellor & CEO
University of Pittsburgh
Pittsburgh, Pennsylvania

DATE: 22 April 2019

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

Compliance Officer
Pittsburgh District Office
Mid-Atlantic Region

DATE: 4-29-19

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

TRACIE BROWN
District Director
Pittsburgh District Office
Mid-Atlantic Region

DATE: 04/29/2019