

Conciliation Agreement
Between the
U.S. Department of Labor Office of Federal Contract Compliance Programs
And
Bechtel Plant Machinery, Inc.
3500 Technology Drive
Monroeville, Pennsylvania 15146

PART I: General Provisions

1. This Agreement is between the U.S. Department of Labor, Office of Federal Contract Compliance Programs (OFCCP) and Bechtel Plant Machinery, Inc., 3500 Technology Drive, Monroeville, Pennsylvania.
2. The violations identified in this Agreement were found during a compliance evaluation of Bechtel Plant Machinery, Inc. which began on May 11, 2018 and were specified in a Notice of Violation that was issued on April 17, 2019. OFCCP alleges that Bechtel Plant Machinery, Inc. has violated 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 violation cited in Part II below.
3. This Agreement does not constitute an admission by Bechtel Plant Machinery, Inc. of any violation of 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 Bechtel Plant Machinery, Inc.'s AAP. Subject to the performance by Bechtel Plant Machinery, Inc. of all promises and representations contained herein and in its AAP, all named violations in regard to the compliance of Bechtel Plant Machinery, Inc. with all OFCCP programs will be deemed resolved. However, Bechtel Plant Machinery, 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. Bechtel Plant Machinery, Inc. 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 Bechtel Plant Machinery, Inc.'s compliance. Bechtel Plant Machinery, Inc. shall permit access to its premises during normal business hours for these purposes.
6. Nothing herein is intended to relieve Bechtel Plant Machinery, 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. Bechtel Plant Machinery, 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 of OFCCP.
9. If at any time in the future, OFCCP believes that Bechtel Plant Machinery, Inc. has violated any portion of this Agreement during the term of this Agreement, Bechtel Plant Machinery, 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 Bechtel Plant Machinery, 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 Bechtel Plant Machinery, 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 Bechtel Plant Machinery, Inc. to sanctions set forth in 41 C.F.R. § 60-300.66 and/or other appropriate relief.

PART II: Specific Provisions

1. **VIOLATION**: During the period April 1, 2017 to June 1, 2018, Bechtel Plant Machinery, 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: Bechtel Plant Machinery, 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 Bechtel Plant Machinery, 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, Bechtel Plant Machinery, 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 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, Bechtel Plant Machinery, Inc. shall provide updated information simultaneously with its next job listing.

PART III: Reporting

1. Bechtel Plant Machinery, Inc. agrees to retain records pertinent to the violation 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. Bechtel Plant Machinery, Inc. agrees to furnish the OFCCP with two (2) progress reports. The first report shall be due six (6) months after the effective date of this Conciliation Agreement and shall cover the four (4) month period of time beginning on the effective date of this Agreement. The second report shall cover the successive eight (8) month period, and shall be mailed within sixty (60) days after the close of that eight month period. Bechtel Plant Machinery, Inc. 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 Violation 1: A list of all employment openings that occurred; 1) 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 Bechtel Plant Machinery, Inc.; 2) in the first report, documentation that Bechtel Plant Machinery, 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 3) in the first report, documentation to confirm that, in its initial listing, Bechtel Plant Machinery, Inc. provided the ESDS with the name and address of each of its hiring locations within the state, and the contact information for the Bechtel Plant Machinery, 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, Bechtel Plant Machinery, Inc. shall

provide updated information simultaneously with its next job listing.

- b. For Violation 1: Copies of all responses received from each employment service delivery system used during the report period.
3. This Conciliation Agreement shall remain in effect until the review and acceptance by OFCCP of Bechtel Plant Machinery, Inc.'s final progress report.

Termination Date:

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

Integration Clause:

This Conciliation Agreement represents the full Agreement between Bechtel Plant Machinery, Inc. and OFCCP and this Agreement supersedes any other agreements, oral or written. In signing this Agreement, neither Bechtel Plant Machinery, 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 Bechtel Plant Machinery, Inc., 3500 Technology Drive, Monroeville, Pennsylvania 15146.

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

DAVID HEIN
General Manager
Bechtel Plant Machinery, Inc.
Monroeville, Pennsylvania

DATE: April 24, 2019

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

Compliance Officer
Pittsburgh District Office
Mid-Atlantic Region

DATE: 5-2-19

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

TRACIE BROWN
District Director
Pittsburgh District Office
Mid-Atlantic Region

DATE: May 2nd, 2019