

CONCILIATION AGREEMENT
Between
THE U. S. DEPARTMENT OF LABOR
OFFICE OF FEDERAL CONTRACT COMPLIANCE PROGRAMS
And
PHOENIX CALL CENTER-CYRACOM
14415 SOUTH 50 STREET
PHOENIX, ARIZONA

PART I. PRELIMINARY STATEMENT

The Office of Federal Contract Compliance Programs (“OFCCP”) evaluated Phoenix Call Center-CyraCom (Phoenix CyraCom) located at 14415 South 50 Street, Phoenix, Arizona and found that Phoenix CyraCom was not in compliance with the Executive Order 11246, as amended (“E.O. 11246”), and their implementing regulations at 41 C.F.R. § Chapter 60. OFCCP notified Phoenix CyraCom of the specific violations found and the corrective actions required in a Notice of Violation issued on May 09, 2019. 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 Phoenix CyraCom enter this contract (“Conciliation Agreement” or “Agreement”) and agree to all the terms stated below.

PART II. GENERAL TERMS AND CONDITIONS

1. In exchange for Phoenix CyraCom fulfillment of all obligations in Parts III and IV of the Agreement, OFCCP agrees not to institute administrative or judicial enforcement proceedings under E.O. 11246 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 Phoenix CyraCom violates this Agreement. Nothing in this Agreement precludes OFCCP from initiating enforcement proceedings based on future compliance evaluations or complaint investigations.
2. Phoenix CyraCom 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. Phoenix CyraCom will permit access to its premises during normal business hours for these purposes and will provide OFCCP with all reports and documents requested.
3. Phoenix CyraCom understands that nothing in this Agreement relieves Phoenix CyraCom of its obligation to fully comply with the requirements of E.O. 11246, Section 503, VEVRAA, their implementing regulations, and other applicable equal employment laws.
4. Phoenix CyraCom 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, and/or VEVRAA, or engages in any activity listed at 41 C.F.R. § 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 (the "Effective Date") unless the Regional Director or 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 Phoenix CyraCom submits the final progress report required in Part IV, below, unless OFCCP notifies Phoenix CyraCom in writing prior to the expiration date that Phoenix CyraCom has not fulfilled all of its obligations under the Agreement, in which case the Agreement is automatically extended until the date that OFCCP determines Phoenix CyraCom has met all of its obligations under the Agreement.
10. If Phoenix CyraCom violates this Conciliation Agreement,
 - A. The procedures set forth at 41 C.F.R. § 60-1.34 will govern:
 - 1) If OFCCP believes that Phoenix CyraCom violated any term of the Agreement while it was in effect, OFCCP will send Phoenix CyraCom a written notice stating the alleged violations and summarizing any supporting evidence.
 - 2) Phoenix CyraCom will have 15 days from receipt of such notice to demonstrate in writing that it has not violated the Conciliation Agreement, unless such a delay would result in irreparable injury to the employment rights of affected employees or applicants.
 - 3) If Phoenix CyraCom 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. Phoenix CyraCom may be subject to the sanctions set forth in Section 209 of the Executive Order, and/or other appropriate relief for violation of this Agreement.

11. This Agreement does not constitute an admission by Phoenix CyraCom of any violation of E.O. 11246, Section 503, VEVRAA, or other laws, nor has there been an adjudicated finding that Phoenix CyraCom violated any laws.

PART III. SPECIFIC VIOLATIONS AND REMEDIES

1. **VIOLATION:** Phoenix CyraCom failed to include in its job group analysis a list of the job titles that comprise each job group as required by 41 CFR § 60-2.12(b). Specifically, jobs in the Administrative Support Worker job group with similar content, wage rates, and opportunities, were not combined to form an appropriate job group.

REMEDY: Phoenix CyraCom agrees to revise its job group analysis to conform to the regulatory requirements of 41 CFR § 60-2.12(b). Jobs at the establishment with similar content, wage rates, and opportunities, must be combined to form job groups.

2. **VIOLATION:** As a result of violation 1, Phoenix CyraCom was unable to appropriately determine the availability of minorities and women for each job group pursuant to 41 CFR § 60-2.14. Phoenix CyraCom was also unable to appropriately compare the utilization of minorities and women in each job group with their estimated availability as required by 41 CFR § 60-2.15 or establish if placement goals were needed as required by 41 § CFR 60-2.16.

REMEDY: Phoenix CyraCom agrees to separately determine the availability of minorities and women considering the factors as defined by 41 CFR § 60-2.14, compare the utilization of minorities and women in each job group with their estimated availability as required by 41 CFR § 60-2.15, and establish if placement goals were needed as required by 41 CFR § 60-2.16 when the percentage of minorities or women employed in a particular job group is less than would reasonably be expected given their availability percentage in that particular job group.

PART IV: REPORTS REQUIRED

1. REPORT SUBMISSION

Phoenix CyraCom must submit the documents and a report described below to: Marvin Jordan, District Director of OFCCP, 230 N. 1st Avenue, Suite 503, Phoenix AZ 85003.

2. REPORTING DATES

The due date for the progress report is: September 1, 2019

3. REPORT CONTENTS

The report shall contain the following:

- A. For the August 1, 2019 Minority and Female Affirmative Action program, the job group analysis reflecting jobs with similar content, wage rates, and opportunities, were appropriately combined to form job groups.
- B. For the August 1, 2019 Minority and Female Affirmative Action program, evidence Phoenix CyraCom appropriately determined the availability of minorities and women considering the factors as defined by 41 CFR § 60-2.14 (1)-(2).
- C. For the August 1, 2019 Minority and Female Affirmative Action program, evidence Phoenix CyraCom compared the percentage of minorities and women employed in each job group to the availability of minorities and women in each of those job groups. Also as required by 41 CFR § 60-2.15(b) when the percentage of minorities or women employed in a particular job group is less than would reasonably be expected given their availability percentage in that particular job group, evidence Phoenix CyraCom established placement goals in accordance with 41 CFR § 60-2.16.

Phoenix CyraCom 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 (or "whichever time period is longer").

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PART V: SIGNATURES

This Conciliation Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and Phoenix CyraCom 14415 South 50 Street, Phoenix, Arizona.

DATE: May 10, 2019

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

BEST IHEGBOROW
VP of Center Operations
Phoenix Call Center-CyraCom
14415 South 50 Street
Phoenix, AZ 85044

DATE: 05/10/2019

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

(b) (7)(C), (b) (6)
Compliance Officer
Office of Federal Contract
Compliance Programs
Las Vegas Field Office

DATE: 05/10/2019

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

MARVIN R. JORDAN
Director
Office of Federal Contract
Compliance Programs
Phoenix District Office