

CONCILIATION AGREEMENT  
BETWEEN  
THE U.S. DEPARTMENT OF LABOR  
OFFICE OF FEDERAL CONTRACT COMPLIANCE PROGRAMS  
AND  
TEQ ESCO TECHNOLOGIES INC.  
11320 E. MAIN STREET  
HUNTLEY, ILLINOIS 60142  
(R00210119)

PART I: GENERAL PROVISIONS

1. This Agreement is between the Office of Federal Contract Compliance Programs (hereinafter OFCCP) and TEQ ESCO Technologies Inc. located at 11320 E. Main Street, Huntley, Illinois 60142.
2. The violations identified in this Agreement were found during a compliance evaluation of TEQ ESCO Technologies Inc. that began on January 7, 2019, and were specified in a Notice of Violations issued on April 24, 2019. OFCCP alleges that TEQ ESCO Technologies Inc. has violated Executive Order 11246, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 USC 4212), as amended, and the implementing regulations at 41 CFR Chapter 60 due to the specific violations cited in Part II below.
3. The provisions of this Agreement will become part of TEQ ESCO Technologies Inc.'s Affirmative Action Program (AAP). Subject to the performance by TEQ ESCO Technologies Inc. of all promises and representations contained herein and in its AAP, all named violations in regard to the compliance of TEQ ESCO Technologies Inc. with all OFCCP programs will be deemed resolved. However, TEQ ESCO Technologies 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.
4. TEQ ESCO Technologies 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 TEQ ESCO Technologies Inc.'s compliance. TEQ ESCO Technologies Inc. shall permit access to its premises during normal business hours for these purposes.
5. Nothing herein is intended to relieve TEQ ESCO Technologies Inc. from the obligation to comply with the requirements of Executive Order 11246, as amended, and/or 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), and implementing regulations, or any other equal employment statute or executive order or its implementing regulations.
6. TEQ ESCO Technologies 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, and/or 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).

7. This Agreement becomes effective on the day it is signed by the District Director for OFCCP (the "Effective Date").
8. If, at any time in the future, OFCCP believes that TEQ ESCO Technologies Inc. has violated any portion of this Agreement during the term of this Agreement, TEQ ESCO Technologies 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 TEQ ESCO Technologies Inc. with 15 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 TEQ ESCO Technologies 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 violation resolved by this Agreement.

Liability for violation of this Agreement may subject TEQ ESCO Technologies Inc. to sanctions set forth in Section 209 of the Executive Order, 41 CFR 60-300.66 and/or 41 CFR 741.66 and other appropriate relief.

## PART II: SPECIFIC PROVISIONS

1. **VIOLATION:** During the period of October 1, 2017, through February 19, 2019, TEQ ESCO Technologies Inc. failed to preserve and maintain complete and accurate personnel records as required by 41 CFR 60-1.12 (a). Specifically, when documents were submitted, TEQ ESCO Technologies Inc. did not provide applicant information of all applicants that had applied for open positions.

**REMEDY:** TEQ ESCO Technologies Inc. will preserve and maintain all personnel or employment records made or kept in either electronic or hard copy format including but not limited to all expressions of interest through the internet or related electronic data technologies, records related to internal an/or external databases, applications, completed applicant self-identification forms, resumes, tests, test results, and interview records, for

not less than two years from the date of the making of the record or the personnel action involved, whichever occurs later. Where a compliance evaluation has been initiated by OFCCP, TEQ ESCO Technologies Inc. will preserve all employment or personnel records beyond the two year period until OFCCP makes a final disposition in the matter.

2. **VIOLATION:** During the period October 1, 2017, through February 19, 2019, TEQ ESCO Technologies 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 CFR 60-300.5(a)2-6.

**REMEDY:** TEQ ESCO Technologies 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 TEQ ESCO Technologies Inc., as required by 41 CFR 60-300.5(a)2-6. With its initial listing, and as subsequently needed to update the information, TEQ ESCO Technologies 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 CFR 60-300.5(a)4. Should any of the information in the disclosures change since it was last reported to the ESDS, TEQ ESCO Technologies Inc. will provide updated information simultaneously with its next job listing.

TEQ ESCO Technologies Inc. commits that the above violations do not recur.

### **PART III: REPORTING**

1. TEQ ESCO Technologies Inc. will retain records pertinent to violations cited in Part II above, and to the reports submitted in compliance with Paragraph 2 below. These records shall include *data and/or information* underlying the required reports, specifically, but not limited to all applications, personnel records and analyses required to remedy the violations. These records will be retained until the expiration of the Agreement or consistent with regulatory requirements, whichever is later.
2. TEQ ESCO Technologies Inc. agrees to furnish a report to the OFCCP Chicago District Office at 230 S. Dearborn Street, Room 434, Chicago, Illinois. The report will cover the period from October 1, 2018, to September 30, 2019, and will be due on or before October 15, 2019. The report will include the following:

- a. Applicant data (preferably in Excel format) for the reporting period that includes a listing of the applicants for each job group that applied for the reporting period. At a minimum, the listing should include the applicant's name, race, gender, job group applied to, job group hired into, job title applied for, job title hired into, date of application, starting salary, and date of hire or final disposition if not hired.
- b. Documentation demonstrating TEQ ESCO Technologies Inc. listed all employment openings as they occurred with an appropriate ESDS (either the state workforce agency job bank or a local ESDS) where the openings occurred, in a manner and format that allowed the ESDS to provide priority referrals of protected veterans to TEQ ESCO Technologies Inc. The report should include documentation that with its initial listing TEQ ESCO Technologies Inc. advised the appropriate ESDS 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 CFR 60-300.5(a)4.

**TERMINATION DATE:** This agreement will expire 60 days after OFCCP receives the report required in Part III above or on the date the District Director gives notice to TEQ ESCO Technologies Inc. that TEQ ESCO Technologies Inc. has satisfied its reporting requirements, whichever occurs earlier, unless OFCCP notifies TEQ ESCO Technologies Inc. in writing prior to the end of the 60-day period that TEQ ESCO Technologies Inc. has not satisfied its reporting requirements pursuant to this Agreement.

**INTEGRATION CLAUSE:** This Agreement represents the full Agreement between TEQ ESCO Technologies Inc. and the OFCCP and this Agreement supersedes any other agreements, oral or written. In signing this Agreement, neither TEQ ESCO Technologies Inc. nor the OFCCP relies upon any promise, representation of the fact or law, or other inducement that is 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

The person signing this Conciliation Agreement on behalf of TEQ ESCO Technologies Inc. personally warrants he/she is fully authorized to do so, that TEQ ESCO Technologies Inc. has entered into this Conciliation Agreement voluntarily and with full knowledge of the effect thereof, and that execution of this Agreement is fully binding on TEQ ESCO Technologies Inc. This Conciliation Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and TEQ ESCO Technologies Inc.

Date 3-MAY-2019

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

RANDEL LOGA  
President  
TEQ ESCO Technologies Inc.

Date 5/8/19

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

Compliance Officer  
OFCCP, Chicago District Office

Date 5-9-19

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

SHELLEY J. GORDON  
Assistant District Director  
OFCCP, Chicago District Office

Date 5/13/2019

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

MICHAEL J. THOMAS  
District Director  
OFCCP, Chicago District Office

U.S. District of Columbia  
OFCCP - Chicago District Office

MAY 13 2019

Received