

U.S. Department of Labor

Office of Federal Contract Compliance Programs
Boston District Office
JFK Federal Building
15 New Sudbury Street, Room: E-235
Boston, MA 02203



**Conciliation Agreement
Between the
U.S. Department of Labor Office of Federal Contract Compliance Programs
And
C&W Facility Services, Inc.
One Patriot Place
Foxboro, MA 02035**

PART I: General Provisions

1. This Agreement is between the U.S. Department of Labor, Office of Federal Contract Compliance Programs (hereinafter OFCCP), and C&W Facility Services, Inc., One Patriot Place, Foxboro, MA 02035 (hereinafter C&W).
2. The violations identified in this Agreement were found during a compliance evaluation of C&W which began on December 14, 2018 and were specified in a Notice of Violation issued on June 20, 2019. OFCCP alleges that C&W 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 1973 (38 U.S.C. 4212) and implementing regulations at 41 CFR Chapter 60 due to the specific violations cited in Part II below.
3. This Agreement does not constitute an admission by C&W 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 1973, as amended (38 U.S.C. 4212), and the implementing regulations.
4. The provisions of this Agreement will become part of C&W's Affirmative Action Program (AAP). Subject of the performance by C&W of all promises and representations contained herein and in its AAP, all named violations in regard to the compliance C&W with all OFCCP programs will be deemed resolved. However, C&W 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. C&W 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 C&W's compliance. C&W shall permit access to its premises during normal business hours for these purposes.
6. Nothing herein is intended to relieve C&W 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. C&W 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 Director of the Boston District Office.
9. If at any time in the future, OFCCP believes that C&W has violated any portion of this Agreement during the term of this Agreement, C&W 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 C&W 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 C&W 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 C&W to sanctions set forth in Section 209 of the Executive Order, 41 CFR 60-300.66, 41 CFR 60-741.66, and/or other appropriate relief.

PART II: Specific Provisions

1. **VIOLATION:** During the period August 2, 2017 through August 1, 2018 C&W failed to implement an effective applicant tracking system, in violation of 41 CFR 60-3.4 and 60-3.15. Specifically, C&W's applicant tracking system failed to include all minimally qualified applicants in the applicant pool. C&W only counted applicants who were hired in the applicant pool.

REMEDY: On October 29, 2018, C&W implemented a new applicant tracking system. C&W will analyze its pool of applicants for: a) Affirmative Action purposes to ensure that the process is yielding a diverse pool of qualified minority and female applicants; and b) Nondiscrimination purposes to monitor for disparate treatment or unlawful adverse impact in the selection process, and to continue to do so for as long as it is subject to the requirements of Executive Order 11246.

2. **VIOLATION:** During the period August 2, 2017 through August 1, 2018, C&W failed to preserve all employment records for a period of not less than two years from the date of a) the making of the record, or b) the personnel action involved, whichever occurred later. C&W failed to preserve complete and accurate records of its application and selection procedures.

Specifically, C&W failed to maintain applications, resumes, interview notes, and records identifying the gender, race, and ethnicity of applicants who were not hired. This is a violation of 41 CFR 60-1.12(a)(d).

REMEDY: C&W will preserve all personnel and employment records it makes or keeps in either electronic or hard copy format, including but not limited to all expressions of interest through the internet or related technologies, records related to internal and/or external databases, physical, and online applications, testing materials, and interview records, for a period of not less than three 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, C&W will preserve all employment and personnel records beyond the three year period, if applicable, until OFCCP makes a final disposition in the matter.

3. **VIOLATION:** During the period August 2, 2017 through August 1, 2018, C&W failed to preserve all employment records for a period of not less than three years from the date of a) the making of the record, or b) the personnel action involved, whichever occurred later. C&W failed to preserve complete and accurate records of its application and selection procedures. Specifically, C&W failed to maintain applications, resumes, interview notes, and other records having to do with its hiring process for applicants who were not hired. This is a violation of 41 CFR 60-300.80(b).

REMEDY: C&W will preserve all personnel and employment records it makes or keeps in either electronic or hard copy format, including but not limited to all expressions of interest through the internet or related technologies, records related to internal and/or external databases, physical, and online applications, testing materials, and interview records, for a period of not less than three 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, C&W will preserve all employment and personnel records beyond the three year period, if applicable, until OFCCP makes a final disposition in the matter.

4. **VIOLATION:** During the period August 2, 2017 through August 1, 2018, C&W failed to preserve all employment records for a period of not less than two years from the date of a) the making of the record, or b) the personnel action involved, whichever occurred later. C&W failed to preserve complete and accurate records of its application and selection procedures. Specifically, C&W failed to maintain applications, resumes, interview notes, and other records having to do with its hiring process for applicants who were not hired. This is a violation of 41 CFR 60-741.80(b).

REMEDY: C&W will preserve all personnel and employment records it makes or keeps in either electronic or hard copy format, including but not limited to all expressions of interest through the internet or related technologies, records related to internal and/or external databases, physical, and online applications, testing materials, and interview records, for a period of not less than three 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, C&W will preserve all employment and personnel records beyond the three year period, if applicable, until OFCCP makes a final disposition in the matter.

FUTURE CONDUCT: C&W will not repeat the above violations.

Part III: Reporting

1. C&W 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. C&W agrees to furnish the OFCCP, Boston District Office with the following reports:

C&W will submit (3) reports and will send the reports to:

District Director
U.S. Department of Labor, OFCCP
Boston District Office
JFK Federal Building, Room E235
15 New Sudbury Street
Boston, MA 02203

The *first report* will be due within *sixty* (60) days of the signing of this conciliation agreement by the District Director and shall contain the following:

- a. A narrative discussion of the implementation of C&W's new updated applicant tracking system, to include a description of the system and the training on the system. Specifically, the action taken by C&W to ensure selection criteria is maintained and all applicable applicants are reported for each job opportunity.
- b. A narrative discussion of the implementation of C&W's compliant record keeping system.

The *second report* will be due March 1, 2020 and will cover the period the effective date of this agreement through January 31, 2020. The second report will contain the following:

- a. A list of all applicants and hires for each job opening, during the reporting period by:
 - Applicant name or id,
 - Race;
 - Gender;
 - Veteran status (if identified);
 - Individual with a Disability status (if identified)
 - Job group applied to;
 - Job title applied to;
 - Job group hired into;
 - Job title hired into;
 - Date of hire;
 - Disposition of applicants not hired.

Within 15 days of receipt of this report, OFCCP will select a random sampling of 10 percent of the applicants from the list and contact C&W to request the following documentation:

- Application/and or resume
- Copy of job posting applied to and hired for
- Self-identification forms, et., race/gender, disability, veteran

Within 30 days of OFCCP's request, C&W will submit the requested documents to OFCCP.

The third report will be due September 30, 2020 and will cover the period the February 1, 2020 through July 31, 2020. The second report will contain the following:

a. A list of all applicants and hires for each job opening, during the reporting period by:

- Applicant name or id;
- Race;
- Gender;
- Veteran status (if identified);
- Individual with a Disability status (if identified)
- Job group applied to;
- Job title applied to;
- Job group hired into;
- Job title hired into;
- Date of hire;
- Disposition of applicants not hired.

Within 15 days of receipt of this report, OFCCP will select a random sampling of 10 percent of the applicants from the list and contact C&W to request the following documentation:

- Application/and or resume;
- Copy of job posting applied to and hired for; and
- Self-identification forms, et., race/gender, disability, veteran

Within 30 days of OFCCP's request, C&W will submit the requested documents to OFCCP.

C&W 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").

TERMINATION DATE: This Conciliation Agreement shall remain in effect until the review and acceptance by OFCCP of C&W's final progress report.

PART IV: Signatures

This Conciliation Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and C&W Facility Service, One Patriot Place, Foxboro, MA 02035.

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

Kerriann Roche
Sr. Director Operations
C&W Facility Services, Inc.
Foxboro, MA

DATE: 7/22/19

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

(b) (7)(E), (b) (7)(C)
Compliance Officer
Boston District Office
Northeast Region

DATE: 7/23/19

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

Mandi B. Costa
Assistant District Director
Boston District Office
Northeast Region

DATE: 7/23/19

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

Rhonda Aubin-Smith
District Director
Boston District Office
Northeast Region

DATE: 7/23/19