

## CONCILIATION AGREEMENT

Between

THE U. S. DEPARTMENT OF LABOR  
OFFICE OF FEDERAL CONTRACT COMPLIANCE PROGRAMS

And

HOUSTON CALL CENTER  
5959 CORPORATE DRIVE, SUITE 1400 & 1600  
HOUSTON, TX 77036

### PART I. PRELIMINARY STATEMENT

The Office of Federal Contract Compliance Programs (OFCCP) evaluated the Houston Call Center (HCC) located at 5959 Corporate Drive, Suite 1400 & 1600, Houston, TX 77036 and found that HCC was not in compliance with the Executive Order 11246, as amended (E.O. 11246), and its implementing regulations at 41 CFR § 60-2. OFCCP notified HCC of the specific violations found and the corrective actions required in a Notice of Violations issued on July 2, 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 HCC 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 HCC's 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 HCC violates this Agreement. Nothing in this Agreement precludes OFCCP from initiating enforcement proceedings based on future compliance evaluations or complaint investigations.
2. HCC 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. HCC will permit access to its premises during normal business hours for these purposes and will provide OFCCP with all reports and documents requested.
3. HCC understands that nothing in this Agreement relieves HCC of its obligation to fully comply with the requirements of E.O. 11246, Section 503 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 793 (Section 503), and/or the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. § 4212 (VEVRAA), and their implementing regulations, and other applicable equal employment laws.
4. HCC 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 unless the Regional Director of the Southwest and Rocky Mountain Region or the Director of OFCCP indicates otherwise.
9. This Agreement will expire sixty (60) days after HCC submits the final progress report required in Part IV (D), below, unless OFCCP notifies HCC in writing prior to the expiration date that HCC has not fulfilled all of its obligations under the Agreement, in which case the Agreement is automatically extended until the date that OFCCP determines HCC has met all of its obligations under the Agreement.
10. If HCC violates this Conciliation Agreement,
  - A. The procedures set forth at 41 C.F.R. § 60-1.34 will govern:
    - 1) If OFCCP believes that HCC violated any term of the Agreement while it was in effect, OFCCP will send HCC a written notice stating the alleged violations and summarizing any supporting evidence.
    - 2) HCC will have 15 days from receipt of such notice to demonstrate in writing that it has not violated the Agreement unless such a delay would result in irreparable injury to the employment rights of affected employees or applicants.
    - 3) If HCC 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. HCC 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 HCC of any violation of E.O. 11246, Section 503, VEVRAA, or other laws, nor has there been an adjudicated finding that HCC violated any laws.

### **PART III. SPECIFIC VIOLATIONS AND REMEDIES**

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

**REMEDY:** HCC agrees to revise its job group analysis to conform to the regulatory requirements of 41 C.F.R. § 60-2.12(b). Jobs at the establishment with similar content, wage rates, and opportunities, will be combined to form job groups.

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

**REMEDY:** HCC agrees to separately determine the availability of minorities and women considering the factors defined by 41 C.F.R. § 60-2.14, compare the utilization of minorities and women in each job group with their estimated availability as required by 41 C.F.R. § 60-2.15, and establish if placement goals are needed as required by 41 C.F.R. § 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.

3. **VIOLATION:** HCC failed to preserve personnel or employment records in accordance with the requirements of 41 CFR 60-1.13, 60-3.4 and 60-3.15. Specifically, during the period May 9, 2016 through May 9, 2018, HCC did not capture the race, gender and ethnicity of all of its applicants, resulting in a high percentage of missing demographic data. A review of HCC's applicant flow log (AFL) revealed that race information was missing for [REDACTED] of applicants and gender information was missing for [REDACTED] of applicants.

**REMEDY:** HCC will ensure that records are collected and maintained in accordance with the requirements of 41 CFR 60-1.12, 60-3.4 and 41 CFR 60-3.15. HCC will implement an adequate system to extend the invitation to self-identify to all individuals who apply for employment. Additionally, for any record made, HCC will identify the gender, race, and ethnicity of each employee and, where possible, each job seeker or internet applicant. HCC will also maintain records or other information that will disclose the impact the company's selection process has on employment opportunities of persons by identifiable race, gender, or ethnic group. HCC will conduct an adverse impact analysis on at least an annual basis for purposes of determining whether adverse impact exists against applicants based on race, gender, or ethnic group in hiring, promotion, termination, and other personnel activities. These analyses will be done by job for each group constituting at least 2% of the labor force in the relevant labor area or 2% of the applicable workforce. If adverse impact is identified in the total selection process, HCC will evaluate each individual component of the selection process for adverse impact. If adverse impact is found to exist in any of the individual components of the selection process, HCC will validate the component(s) in accordance with the Uniform Guidelines

on Employee Selection Procedures or utilize selection procedures that do not result in adverse impact.

**Part IV. REPORTS REQUIRED**

1. HCC must submit the documents and reports described below to: Karen N. Hyman, District Director of OFCCP, 2320 La Branch, Suite 1103, Houston, TX 77004.

A. For Violations 1-2, the due date for the progress report is September 1, 2019. The report shall contain the following:

1. 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.
2. For the August 1, 2019 Minority and Female Affirmative Action program, evidence HCC appropriately determined the availability of minorities and women considering the factors as defined by 41 C.F.R. § 60-2.14 (1)-(2).
3. For the August 1, 2019 Minority and Female Affirmative Action program, evidence HCC 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 HCC established placement goals in accordance with 41 CFR § 60-2.16.

B. For Violation 3, HCC will submit two semi-annual progress reports. The first progress report will be due seven months after the Effective Date of this Agreement and must cover the six-month period beginning with the Effective Date. The subsequent report must cover the successive six-month period, and must be submitted within 30 calendar days after the close of that six-month period.

HCC will submit the following in each progress report:

1. A log of all applicants during the relevant review period. This log will include each applicant's name, race, gender and ethnic group; recruitment source; job group, position applied for; and position hired into, if applicable.
2. The total number of applicants and hires by job group, race, gender, and ethnicity during the reporting period, including all temporary, part-time, and seasonal workers who were referred to and/or assigned to work at HCC by a staffing firm or employment agency;

3. For each job group, the results of HCC's analysis as to whether its total selection process has an adverse impact, as defined in 41 CFR § 60-3.4D, on those members of groups set forth in 41 CFR § 60-3.4B. HCC must combine the data for the current report with the data from the previous report(s) to analyze at least a 12-month period;
  4. For each case where the total selection process has an adverse impact, as defined in 41 CFR § 60-3.4D, the results of HCC's evaluation of the individual components of the selection process for adverse impact; and/ or
  5. The corrective actions HCC implemented upon determining that any component of the selection process has an adverse impact on a particular race, gender or ethnic group.
2. HCC 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).

**Part V. SIGNATURES**

This Conciliation Agreement is hereby executed by and between the OFCCP and the Houston Call Center.

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

BEST IHEGBOROW  
Vice President, Contact Center Operations  
CyraCom International, Inc.,  
Houston Call Center

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

(b) (7)(E), (b) (7)(C)  
Compliance Officer (b) (6), (b) (7)(E)  
Houston District Office

Date: 7/29/2019

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

LATOYA SMITH  
Assistant District Director  
Houston District Office

Date: 7/29/2019

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

KAREN N. HYMAN  
District Director  
Houston District Office

Date: 7/29/2019

Company Name: Houston Call Center (Cyracom) **REPORTING TIMELINE**

Effective Date of Conciliation Agreement: July 29, 2019

Effective Date of Conciliation Agreement:

07/29/2019

Action Required	Number of Calendar Days from Effective Date	Due Date
1) Revise and submit job group analysis to reflect jobs with similar content, wage rates, and opportunities. Also submit revised availability, utilization and goals analyses.	34	09/01/2019
1. Log of all applicants during the review period by name, race, gender, and ethnic group; recruitment source, job group, position applied for and position hired into, if applicable. 2. Total number of applicants by job group, race, gender and ethnicity, including temporary, part-time, and seasonal workers. 3. Results of adverse impact analysis by job group . 4. Results of individual component analysis in each case where adverse impact is identified. 5. Corrective actions implemented upon determining adverse impact has been identified by race, gender or ethnic group.	213	02/27/2020
1. Log of all applicants during the review period by name, race, gender, and ethnic group; recruitment source, job group, position applied for and position hired into, if applicable. 2. Total number of applicants by job group, race, gender and ethnicity, including temporary, part-time, and seasonal workers. 3. Results of adverse impact analysis by job group . 4. Results of individual component analysis in each case where adverse impact is identified. 5. Corrective actions implemented upon determining adverse impact has been identified by race, gender or ethnic group.	395	08/27/2020

**Progress Report**

**Due Date**

**Covered Period**

Progress Report	Due Date	Covered Period		
		Beginning	thru	End
First Report (due 7 months [213 days] from Effective date of Agreement):	213	02/27/2020	07/29/2019	thru 01/28/2020
Second Report Due:	395	08/27/2020	01/29/2020	thru 07/28/2020
Expiration date of CA (sixty days after receipt of the final progress report or on the date the District Director gives approval of the final report, whichever occurs earlier):		10/26/2020		