

CONCILIATION AGREEMENT

Between

THE U.S. DEPARTMENT OF LABOR

OFFICE OF FEDERAL CONTRACT COMPLIANCE PROGRAMS

And

Jewish Home and Care Center
1414 N Prospect Avenue
Milwaukee, WI 53202-3018

Part I: General Provisions

1. This agreement is between the U.S. Department of Labor, Office of Federal Contract Compliance Programs (OFCCP) and the Jewish Home and Care Center. (hereinafter The Jewish Home), 1414 N Prospect Ave., Milwaukee, Wisconsin 53202.
2. The violations identified in this Agreement were found during a compliance evaluation of the Jewish Home, which began on May 24th, 2018 and were specified in a Notice of Violation that was issued on August 8, 2019. OFCCP alleges that the Jewish Home 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 1974, as amended (38 U.S.C. 4212) and its implementing regulations at 41 CFR Chapter 60 due to the specific violation cited in Part II below.
3. The provisions of this Agreement will become part of the Jewish Home's Affirmative Action Programs (AAPs). Subject of the performance by the Jewish Home of all promises and representations contained herein and in its AAPs, all named violations in regard to the compliance of the Jewish Home with all OFCCP programs will be deemed resolved. However, the Jewish Home 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. The Jewish Home 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 the Jewish Home's compliance. The Jewish Home shall permit access to its premises during normal business hours for these purposes.
5. The Jewish Home understands that nothing in this Agreement relieves it of its obligation to fully comply with the requirements of Executive Order 11246, as amended; Section 503 of the Rehabilitation Act of 1973, as amended; Vietnam Era Veterans' Readjustment

Assistance Act of 1974, as amended, their implementing regulations; and other applicable equal employment laws.

6. The Jewish Home 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 (29 U.S.C. 793), and/or the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended (38 U.S.C. 4212).
7. This Agreement will be deemed to have been accepted by the Government on the date of signature by the District Director of OFCCP, unless the Regional Director or the Director of OFCCP indicates otherwise within 45 calendar days of the District Director's signature on this Agreement.
8. If at any time in the future, OFCCP believes that the Jewish Home has violated any portion of this Agreement during the term of this Agreement, the Jewish Home 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 the Jewish Home 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 15-day period has elapsed or sooner, if irreparable injury is alleged, without issuing a Show Cause Notice.

Where OFCCP believes that the Jewish Home 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 the Jewish Home to sanctions set 41 CFR 60-741.66(2014) and/or other appropriate relief.

Part II: Specific Provisions

1. **VIOLATION:** During the review period October 1, 2016 through September 30, 2017, the Jewish Home failed to establish job groups that contained jobs with similar content, wage rates, and opportunities in accordance with the requirements of 41 CFR 60-2.12(b). Specifically, the Jewish Home failed to place certain jobs listed in job group 9 in the correct job group based on the criteria contained in the implementing regulations.

REMEDY: The Jewish Home will assign jobs that were incorrectly placed in job group 9 into job groups where jobs with similar content, wage rates, and opportunities are assigned in accordance with the requirements of 41 CFR 60-2.12(b).

2. **VIOLATION:** During the period October 1, 2016 through September 30, 2017, the Jewish Home failed to invite its applicants for employment to voluntarily self-identify as an individual with a disability, using the OMB-approved form for this purpose, in violation of 41 CFR 60-741.42. Specifically, the Jewish Home failed to invite self-id pre-offer.

REMEDY: The Jewish Home will invite its applicants for employment to voluntarily self-identify as an individual with a disability, in accordance with 41 CFR 60-741.42. All invitations to self-identify must be made using the OMB-approved form for this purpose (available on the OFCCP website). More specifically, The Jewish Home must invite each of its applicants for employment, prior to an offer of employment, to voluntarily inform it whether the applicant believes that he or she is an individual with a disability, as that term is defined in 41 CFR 60-741.2(g)(1)(i) or (ii).

3. **VIOLATION:** During the period October 1, 2016 through September 30, 2017, the Jewish Home failed to invite applicants to inform it whether the applicant believes that he or she is a veteran protected by VEVRAA in violation of 41 CFR 60-300.42.

REMEDY: The Jewish Home will invite applicants to inform it whether the applicant believes that he or she is a veteran protected by VEVRAA, as required by 41 CFR 60-300.42. More specifically, the Jewish Home must invite applicants for employment, prior to an offer of employment, to voluntarily identify as a protected veteran. The Jewish Home may invite the applicant to also indicate if he or she belongs to one or more of the specific categories of protected veterans, as defined by 41 CFR 60-300.2(q). All invitations to self-identify as a protected veteran must comply with the requirements of 41 CFR 60-300.42(c).

4. **VIOLATION:** During the period October 1, 2016 through September 30, 2017, the Jewish Home failed to invite applicants to identify their gender, race, and ethnicity in violation of 41 CFR 60-1.12(c)(1)(ii).

REMEDY: The Jewish Home will invite applicants to identify, where possible, the gender, race, and ethnicity of each applicant or Internet Applicant as defined in 41 CFR 60-1.3, whichever is applicable to the particular position.

The Jewish Home commits that these violations will not recur.

PART III: Reporting

1. The Jewish Home 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 requirement, whichever is later.
2. The Jewish Home agrees to submit three reports, to the OFCCP Milwaukee District Office, 310 West Wisconsin Avenue, Suite 1115, Milwaukee, Wisconsin 53203 with the following report due dates;

REPORT	PERIOD COVERED	DUE DATE
1	N/A	60 days from signing of Conciliation Agreement
2	1/1/2020 – 6/30/2020	7/15/2020
3	7/1/2020 – 12/31/2020	1/15/2020

Report 1 shall contain the following item(s):

- a. A corrected job group analysis that assigns jobs with similar content, wage rates, and opportunities in accordance with the requirements of 41 CFR 60-2.12(b).
- b. A narrative describing the process the Jewish Home will use to ensure it is affording all eligible applicants the opportunity to self-identify their gender, race and/or ethnicity, disability, and veterans' status.

Report 2 shall contain the following item(s):

- a. An applicant list for each job group for the report period that includes the following information for each applicant; job title applied for, job title hired into, whether the hire was external, internal or a union placement, race, gender, disability status, and veterans' status.
- b. The total number of placements (hires/promotions/transfers) into each job group for the report period.

Report 3 shall contain the following item(s):

- c. An applicant list for each job group for the report period that includes the following information for each applicant; job title applied for, job title hired into, whether the hire was external, internal or a union placement, race, gender, disability status, and veterans' status.
- d. The total number of placements (hires/promotions/transfers) into each job group for the report period.

TERMINATION DATE: This Agreement will expire 90 calendar days after OFCCP receives the report required in Part III above or on the date that the District Director gives notice to the Jewish Home that it has satisfied its reporting requirements, whichever occurs earlier, unless OFCCP notifies the Jewish Home in writing prior to the end of the 90-day period that the Jewish Home has not satisfied its reporting requirements pursuant to this Agreement.

INTEGRATION CLAUSE: This Agreement represents the full Agreement between the Jewish Home and OFCCP and this Agreement supersedes any other agreements, oral or written. In signing this Agreement, neither the Jewish Home nor OFCCP relies upon any promise, representation of 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 the Jewish Home personally warrants he/she is fully authorized to do so, that the Jewish Home 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 the Jewish Home. This Conciliation Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and the Jewish Home 1414 N. Prospect Avenue, Milwaukee, WI 53202.

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

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

Michael Sattell
President/CEO
The Jewish Home and Care Center
1414 N Prospect Ave.
Milwaukee, WI 53202

(b) (7)(C), (b) (7)(E)
Compliance Officer
Milwaukee District Office
Midwest Region

Date: 8-23-19

Date: 9/9/19

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

Timothy Roark
District Director
Milwaukee District Office
Midwest Region

Date: 9/5/19