

Conciliation Agreement  
Between the  
U.S. Department of Labor Office of Federal Contract Compliance Programs  
and  
WECTEC Staffing Services LLC  
1000 Westinghouse Drive  
Cranberry Township, PA 16066-5228

**I. Preliminary Statement**

The Office of Federal Contract Compliance Programs (“OFCCP”) evaluated the WECTEC Staffing Services LLC (“Contractor”) establishment located at 1000 Westinghouse Drive, Cranberry Township, PA 16066-5228, beginning on March 28, 2019. OFCCP found that Contractor failed to comply with Executive Order 11246, as amended (“EO 11246” or “the Executive Order”), and the Vietnam Era Veterans’ Readjustment Assistance Act of 1974, as amended, 38 U.S.C. § 4212 (“VEVRAA”) and their respective implementing regulations at 41 CFR Part 60-2 and 41 CFR Part 60-300.

OFCCP notified Contractor of the specific violations and the corrective actions required in a Notice of Violation issued on August 29, 2019 (“NOV”).

In the interest of resolving the violations without engaging in further legal proceedings and in exchange for sufficient and valuable consideration described in this document, OFCCP and Contractor enter into this Conciliation Agreement (“Agreement”), and the parties agree to all the terms therein.

**II. General Terms and Conditions**

- A. In exchange for Contractor’s fulfillment of all its obligations in this Agreement, OFCCP will not institute administrative or judicial enforcement proceedings under E.O. 11246, Section 503, and/or VEVRAA based on the violations alleged in the NOV. However, OFCCP retains the right to initiate legal proceedings to enforce this Agreement if the Contractor violates any provision of this Agreement, as set forth in paragraph I, below. Nothing in this Agreement precludes OFCCP from initiating enforcement proceedings based on future compliance evaluations or complaint investigations.
- B. OFCCP may review the Contractor’s compliance with this Agreement. As part of this review, OFCCP may require written reports, inspect the premises, interview witnesses, and examine and copy documents. The contractor will permit access to its premises during normal business hours for these purposes and will provide OFCCP with all hard copy or electronic reports and documents it requests, including those specified in this Agreement.
- C. Nothing in this Agreement relieves Contractor of its obligation to fully comply with the requirements of E.O. 11246, Section 503, VEVRAA, their implementing regulations, or other applicable laws requiring non-discrimination or equal employment opportunity through affirmative action.
- D. Contractor agrees that it will not retaliate against any potential or actual beneficiary of this Agreement or against any person who files a complaint, who has provided information or assistance, or who participates in any manner in any proceeding in this matter.

- E. The parties understand the terms of this Agreement and enter into it voluntarily.
- F. This Agreement, including its attachments, constitutes the entire Agreement and represents the complete and final understanding of the parties. This Agreement contains all of the terms binding the parties and it supersedes all prior written and oral negotiations and agreements. Any modifications or amendments to this Agreement must be agreed upon in writing and signed by all parties.
- G. This Agreement becomes effective on the day it is signed by the Regional Director (the "In Effect Date").
- H. If one or more provisions of this Agreement is deemed unlawful or unenforceable, the remaining provisions will remain in full force and effect.
- I. This Agreement will expire sixty (60) days after Contractor submits its final progress report required in Part VIII, below unless OFCCP notifies Contractor in writing before the expiration date that Contractor has failed to fulfill all of its obligations under the Agreement. In this instance, the Agreement is automatically extended until the date that OFCCP determines that Contractor has met all of its obligations under the Agreement.
- J. If the Contractor violates this Agreement:
  - 1. 41 C.F.R. § 60-1.34 and 41 C.F.R. 60-300.63 (2014) will govern:
    - i. OFCCP will send the Contractor a written notice stating the alleged violations and summarizing any supporting evidence.
    - ii. The Contractor shall have 15 days from receipt of the notice to respond, except in those cases in which such a delay would result in irreparable injury to the employment rights of affected employees or applicants.
    - iii. If Contractor is unable to demonstrate that it has not violated the Agreement, or if OFCCP's alleges irreparable injury, enforcement proceedings may be initiated immediately without issuing a show-cause notice or proceeding through any other requirement.
  - 2. The contractor may be subject to the sanctions set forth in Section 209 of the Executive Order, 41 C.F.R. 60-1.27, or 41 C.F.R. § 60-300.66 (2014), and/or other appropriate relief for violating this Agreement.
- K. Contractor neither admits nor denies any violation of the Executive Order, Section 503 or VEVRAA nor has there been an adjudication on the merits regarding any such violation.
- L. OFCCP may seek enforcement of this Agreement itself and is not required to present proof of any underlying violations resolved by this Agreement.
- M. The parties understand and agree that nothing in this Agreement is binding on other government departments or agencies other than the United States Department of Labor.

- N. Each party shall bear its own fees and expenses with respect to this matter.
- O. This Agreement is limited to the facts of this case. Neither this Agreement, nor any part of the negotiations that occurred in connection with this Agreement, shall constitute admissible evidence with respect to any OFCCP policy, practice or position in any lawsuit, legal proceeding, administrative proceeding, compliance evaluation or audit, except for legal or administrative proceedings concerning the enforcement or interpretation of this specific Agreement.
- P. All references to “days” in this Agreement, and in the Timeline included as Attachment C, are calendar days. If any deadline for an obligation scheduled to be performed under this Agreement falls on a weekend or a Federal holiday, that deadline will be extended to the next business day.

### III. Violation(s)

1. **VIOLATION:** Contractor failed to correctly identify employees included in affirmative action programs other than where they were located as of January 1, 2019, the beginning of the 2019 program year, as described in 41 CFR 60-2.1(e). Specifically, if pursuant to 41 CFR 60-2.1, paragraphs (d)(1) through (3), employees located in Contractor’s establishment as of January 1, 2019, were included in an affirmative action program for an establishment other than Contractor’s establishment, the organizational profile and job group analysis of Contractor’s affirmative action program for the 2019 program year should have been annotated to identify the program(s) in which the employees were included as of January 1, 2019.
2. **VIOLATION:** Contractor failed to submit an acceptable organizational profile as described in 41 CFR 60-2.11. Specifically, the organizational profile failed to include departmental or unit supervision for each department, and failed to give, for each job title, the total number of male and female incumbents in each of the following groups: Blacks, Hispanics, Asian/Pacific Islanders, and American Indian/Alaskan Natives.
3. **VIOLATION:** Contractor failed to submit an acceptable job group analysis as described in 41 CFR 60-2.12. Specifically, the job group analysis failed to combine job titles with similar content, wage rates, and opportunities, and, pursuant to § 60-2.1(d) and (e), failed to identify the affirmative action program(s) in which jobs located at Contractor’s establishment were included.
4. **VIOLATION:** During the period January 1, 2018, through December 31, 2018, Contractor 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.

### IV. Modifications to Employment Practices and Other Non-Monetary Relief

1. **REMEDY:** Contractor will correctly identify employees included in affirmative action programs other than where the employees were located at the beginning of the program year, as required by 41 CFR 60-2.1(e).
2. **REMEDY:** Contractor will develop and include in the AAP an organizational profile that depicts the staffing patterns within its establishment, as required by 41 CFR 60-

2.10(b)(1)(i) and 60-2.11.

3. **REMEDY:** Contractor will develop and include in the AAP a job group analysis that combines job titles at the establishment with similar content, opportunities, and wage rates, as required by 41 CFR 60-2.10(b)(1)(ii) and 60-2.12.
4. **REMEDY:** Contractor 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 Contractor, as required by 41 CFR 60-300.5(a)2-6. With its initial listing, and as subsequently needed to update the information, Contractor must 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, Contractor shall provide updated information simultaneously with its next job listing.

## V. **OFCCP Monitoring Period**

A. **Recordkeeping.** Contractor agrees to retain all records relevant to the violations cited in Part III above and the reports submitted in compliance with Paragraph B, below. These records include underlying data and information such as Human Resources Information System (HRIS) and payroll data, job applications and personnel records, and any other records or data used to generate the required reports. The contractor will retain the records until this Agreement expires or for the time period consistent with regulatory requirements, whichever is later.

### B. **Contractor Reports.**

1. **Schedule and Instructions.** Contractor agrees to furnish OFCCP with the following reports during the Monitoring Period according to the following schedule to:

Tracie Brown  
District Director  
U.S. Department of Labor  
Office of Federal Contract Compliance Programs  
Room 2103 Federal Building  
1000 Liberty Avenue  
Pittsburgh, Pennsylvania 15222

Two (2) reports: The first report shall be due twelve (12) months after the effective date of this Conciliation Agreement and shall cover the ten-month period from the effective date of this Agreement. The second report shall cover the successive ten-month period and shall be mailed within sixty (60) days after the close of that ten-month period. The contractor will submit the following in each report.

- a. (*First report only*) The organizational profile from Contractor's affirmative action program for the new program year, with effective date January 1, 2020, including departmental or unit supervision for each department, and giving, for each job title, the total number of male and female incumbents in each of the following groups: Blacks, Hispanics, Asian/Pacific Islanders, and American Indian/Alaskan Natives. If pursuant to 41 CFR 60-2.1, paragraphs (d)(1) through (3), employees located in Contractor's establishment at the beginning of the program year are included in an affirmative action program for an establishment other than Contractor's establishment, the organizational profile of Contractor's affirmative action program for the new program year must be annotated to identify the program(s) in which the employees are included as required by 41 CFR 60-2.1(e).
  - b. (*First report only*) The job group analysis from Contractor's affirmative action program for the new program year, with effective date January 1, 2020, combining job titles with similar content, wage rates, and opportunities. If pursuant to 41 CFR 60-2.1, paragraphs (d)(1) through (3), employees located in Contractor's establishment at the beginning of the program year are included in an affirmative action program for an establishment other than Contractor's establishment, the job group analysis of Contractor's affirmative action program for the new program year must be annotated to identify the program(s) in which the employees are included as required by 41 CFR 60-2.1(e).
2. **Reports on Modifications to Personnel Practices.** In each Progress Report Contractor will report on all modifications of personnel practices made to date pursuant to the Agreement and provide documentation of its compliance with the remedy provisions of this Agreement. If any of the relevant documents such as job postings or policies have not been modified since being provided during a prior reporting period, a statement to that effect is sufficient. The reports must include:
- a. Documentation confirming that during each reporting period Contractor listed all employment openings as they occurred with an appropriate employment service delivery system (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 Contractor, as required by 41 CFR 60-300.5(a)2-6.
  - b. Documentation confirming that with its initial listing during the first reporting period, and as subsequently needed to update the information, Contractor advised 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 provided 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 have changed since it was last reported to the ESDS, Contractor shall have provided updated information simultaneously with its next job listing.

C. **Close of Monitoring Period and Termination of Agreement.** This Agreement shall

remain in effect until the monitoring period is completed. The monitoring period will close once OFCCP accepts the Contractor's final progress report as set forth in Part II, Paragraph I, above. If OFCCP fails to notify Contractor in writing within sixty (60) days of the date of the final progress report that Contractor has not fulfilled all of its obligations under the Agreement, OFCCP will be deemed to have accepted the final report and the Monitoring Period and this Agreement will terminate. If OFCCP notifies Contractor within the allotted time that it has not fulfilled all of its obligations, this Agreement is automatically extended until the date that OFCCP determines Contractor has met all of its obligations under the Agreement.

**VI. SIGNATURES**

The person signing this Agreement on behalf of Contractor personally warrants that he or she is fully authorized to do so, that Contractor has entered into this Agreement voluntarily and with full knowledge of its effect, and that execution of this Agreement is fully binding on Contractor.

This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and WECTEC Staffing Services LLC, Cranberry Township, PA 16066-5228.

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

Kathleen Jackson  
President  
WECTEC Staffing Services LLC  
Cranberry Township, PA 16066-5228

DATE: 9/27/2019

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

**(b) (7)(C), (b) (7)(E)**  
Compliance Officer  
Pittsburgh  
Mid-Atlantic

DATE: September 27, 2019

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

Tracie Brown  
District Director  
Pittsburgh  
Mid-Atlantic

DATE: Sept. 27, 2019