

CONCILIATION AGREEMENT

Between

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

and

NORTHWEST CASCADE INC.
10412 Bananola Way East
Puyallup, WA 98374

PART I: PRELIMINARY STATEMENT

The Office of Federal Contract Compliance Programs ("OFCCP") evaluated Northwest Cascade Inc.'s (hereafter NW Cascade) facility located at 10412 Bananola Way East, Puyallup, WA 98374 and found that NW Cascade was not in compliance with Executive Order 11246 as amended ("E.O. 11246"), Section 503 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 793 ("Section 503"), the Vietnam Era Veterans' Readjustment Assistant Act of 1974, as amended, 38 U.S.C. 4212 ("VEVRAA"), and their implementing regulations at 41 C.F.R. Section 60-1, 60-741 and 60-300. OFCCP notified NW Cascade of the specific violations found and the corrective actions required in a Notice of Violation issued on November 1, 2019. In the interest of resolving the violation without engaging in further legal proceedings and in exchange for the good and valuable consideration described in this document, OFCCP and NW Cascade enter this contract ("Agreement") and agree to all the terms stated below.

PART II: GENERAL TERMS AND CONDITIONS

1. In exchange for NW Cascade'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, Section 503 and VEVRAA based on the violation 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 NW Cascade violates this Agreement. Nothing in this Agreement precludes OFCCP from initiating enforcement proceedings based on future compliance evaluations or complaint investigations.
2. NW Cascade 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. NW Cascade will permit access to its premises during normal business hours for these purposes and will provide OFCCP with all reports and documents requested.

3. NW Cascade understands that nothing in this Agreement relieves NW Cascade of its obligation to fully comply with the requirements of, E.O. 11246, VEVRAA, Section 503, their implementing regulations, and other applicable equal employment laws.
4. NW Cascade 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 of the Seattle District Office (the "Effective Date").
9. This Agreement will expire sixty (60) days after NW Cascade submits the final progress report required in Part IV, below, unless OFCCP notifies NW Cascade in writing prior to the expiration date that NW Cascade has not fulfilled all of its obligations under the Agreement, in which case the Agreement is automatically extended until the date that OFCCP determines NW Cascade has met all of its obligations under the Agreement.
10. If NW Cascade violates this Agreement,
 - A. The procedures set forth at 41 C.F.R. 60-1.34 will govern:
 - 1) If OFCCP believes that NW Cascade violated any term of the Agreement while it was in effect, OFCCP will send NW Cascade a written notice stating the alleged violations and summarizing any supporting evidence.
 - 2) NW Cascade 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 NW Cascade 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. NW Cascade may be subject to the sanctions set forth in Section 209 of the Executive Order, 41 C.F.R. 60-741.66, 41 CFR 60-300.66 and/or other appropriate relief for violation of this Agreement.

PART III: SPECIFIC VIOLATIONS AND REMEDIES

1. VIOLATION:

- A. STATEMENT OF VIOLATION: NW Cascade failed to develop an Affirmative Action Program (AAP) in accordance with the requirements of 41 CFR 60-2.1(d).
- B. OFCCP's SPECIFIC FINDINGS: Specifically, NW Cascade's original AAP submission included establishments in other states, some of which had over 50 employees.
- C. REMEDY: On March 28, 2019, NW Cascade submitted a revised AAP that reflects data only for its Corporate Office. Moving forward, NW Cascade will agree to develop AAPs in accordance with 41 CFR 60-2.1(d).

2. VIOLATION:

- A. STATEMENT OF VIOLATION: As a result of Violation 1, NW Cascade failed to maintain an acceptable AAP with accurate incumbency data as required by 41 CFR 60-2.11 through 60-2.17.
- B. OFCCP's SPECIFIC FINDINGS: Specifically, the organizational profile (workforce analysis), job group analysis, availability analysis, comparison of incumbency to availability, placement goals, identification of problem areas, action-oriented programs, and internal auditing and reporting systems were not completed with accurate personnel data.

C. REMEDY: On March 28, 2019, NW Cascade submitted a revised AAP that covered all employees correctly assigned to the facility's AAP in accordance with 41 CFR 60-2.1(d) and which included accurate contents. In future AAPs, NW Cascade will ensure its AAPs are developed accurately, based on the correct incumbency data, and include accurate contents, as required by 41 CFR 60-2.11 through 60-2.17:

- a) 60-2.11: Organizational profile;
- b) 60-2.12: Job group analysis;
- c) 60-2.13: Placement of incumbents into job groups;
- d) 60-2.14: Determining availability;
- e) 60-2.15: Comparing incumbency to availability;
- f) 60-2.16: Placement goals; and
- g) 60-2.17: Identification of Problem Areas, Action-Oriented Programs, Internal Auditing and Reporting Systems

3. VIOLATION:

- A. STATEMENT OF VIOLATION: In its revised AAP, NW Cascade failed to develop and implement action-oriented programs designed to correct the problem areas identified pursuant to 41 CFR 60-2.17(b) and to attain established goals and objectives in accordance with 41 CFR 60-2.17(c).
- B. OFCCP's SPECIFIC FINDINGS: Specifically, NW Cascade failed to make any good faith efforts to recruit female applicants for vacancies in Job Group 2: Professionals.
- C. REMEDY: Currently, NW Cascade is working on creating an internal program that includes getting women into upper level jobs including Job Group 2: Professionals. NW will submit complete details of its internal program, as well as evidence of good faith efforts made with recruitment sources to recruit female applicants for vacancies in Job Group 2: Professionals. Specifically, NW Cascade will at least utilize the following organizations to assist in obtaining external applicants for employment opportunities:

Pierce College – Workforce Development
9401 Farwest Drive SW, Lakewood, WA 98498
(b) (7)(C) Worker Retraining Manager/Job in Career Corrections
Manager
Telephone (253) 912-3641
E-mail (b) (7)(C)@pierce.ctc.edu
Website: <https://www.pierce.ctc.edu/workforce>

YWCA
405 Broadway, Tacoma, WA 98402
(b) (7)(C) HR Manager
Telephone (253) 272-4181 x226
E-mail (b) (7)(C)@ywcapiercecounty.org
Website: <https://www.ywcapiercecounty.org>

4. VIOLATION:

- A. STATEMENT OF VIOLATION: NW Cascade failed to conduct adverse impact analyses as required by 41 CFR 60-3.4 and 60-3.15.
- B. OFCCP's SPECIFIC FINDINGS: Specifically, NW Cascade did not conduct its adverse impact analyses for the AAP review period of April 1, 2017 to December 31, 2018.
- C. REMEDY: NW Cascade will conduct adverse impact analyses as required by 41 CFR 60-3.4 and 60-3.15.

5. VIOLATION:

- A. STATEMENT OF VIOLATION: During the review period of April 1, 2017 to December 31, 2018, NW Cascade failed to undertake appropriate outreach and positive recruitment activities that were reasonably designed to effectively recruit qualified individuals with disabilities, document these activities, assess their effectiveness, and document its review, in violation of 41 CFR 60-741.44(f).
- B. OFCCP's SPECIFIC FINDINGS: Specifically, when opportunities arose, NW Cascade did not make effective outreach to obtain qualified individuals with disabilities for its job openings.
- C. REMEDY: NW Cascade will undertake appropriate external outreach and positive recruitment activities that are reasonably designed to effectively recruit qualified individuals with disabilities, such as those described at 41 CFR 60-741.44(f)(2). NW Cascade will annually review its outreach and recruitment activities, assess their effectiveness, and document this review, in accordance with 41 CFR 60-741.44(f)(3). NW Cascade will document all activities it undertakes to comply with this section, in accordance with 41 CFR 60-741.44(f)(4). Specifically, NW Cascade will at least utilize the following organizations to assist in obtaining external applicants for employment opportunities:

Center Force
5204 Solberg Drive SW, Lakewood, WA 98499
(b) (7)(C) Workforce Development Director
Telephone: (253) 426-1878
E-mail: (b) (7)(C)@centerforce.net
Website: <https://centerforce.net/>

Washington State – Department Social Health Services
Rehabilitation Administration/Division of Vocational Rehabilitation
P.O. Box 45340, Olympia, WA 98504
(b) (7)(C) Business Relations Manager
Telephone: (360) 338-5214
E-mail: (b) (7)(C)@dshs.wa.gov
Website: www.dshs.wa.gov

6. VIOLATION:

- A. STATEMENT OF VIOLATION: During the review period of April 1, 2017 to December 31, 2018, NW Cascade 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.
- B. OFCCP's SPECIFIC FINDINGS: Specifically, NW Cascade failed to list job opportunities with the local state WorkSource or an appropriate employment service delivery system.
- C. REMEDY: NW Cascade 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 NW Cascade, as required by 41 CFR 60-300.5(a)2-6. With its initial listing, and as subsequently needed to update the information, NW Cascade will also advise the 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 ESDS 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, NW Cascade shall provide updated information simultaneously with its next job listing.

The WorkSource contact and address is listed below:

Washington State Employment Security Department
Employment Connections Division (Veterans Program)

(b) (7)(C)

Program Coordinator
1570 Irving Street SW
Tumwater, WA 98512
(360) 704-6451

(b) (7)(C)@ESD.WA.GOV

NW Cascade agrees that these violations will not be repeated.

PART IV: REPORTING

1. **Reporting Dates** – NW Cascade will submit two (2) reports covering the following time periods and in accordance with the following due dates:
 - A. Report #1 will cover the period of the signing of the CA through May 31, 2020 and is due by July 1, 2020.
 - B. Report #2 will cover the period of June 1, 2020 through November 30, 2020 and is due by January 1, 2021.

2. **Reporting Address** – NW Cascade shall mail each report to:

U. S. Department of Labor
Office of Federal Contract Compliance Programs (OFCCP)
Ms. Leigh D. Jones
District Director
Seattle District Office
300 Fifth Avenue, Suite 1100
Seattle, WA 98104

3. **Report Contents** – For Progress Report 1 and 2, please provide the following items unless otherwise noted:

Pursuant to Remedy 1 & 2 (Required for Progress Report #2 only):

- A. Copies of the Organizational Profile pursuant to 41 CFR 60-2.11, Job Group Analysis pursuant to 41 CFR 60-2.12 and Determining Availability pursuant to 41 CFR 60-2.14.

Pursuant to Remedy 3:

- A. Documentation of complete details on NW Cascade's internal program that includes getting women into upper level jobs including Job Group 2: Professionals. **(Required for Progress Report #1 only)**

- B. Documentation of efforts made by NW Cascade to recruit female applicants qualified for NW Cascade's Job Group 2: Professionals vacancies, including contacts with and responses from the sources identified in the Remedy under Violation 3.

Pursuant to Remedy 4:

- A. For each job or job group, the total number of applicants and hires during the reporting period, broken down by applicable race, gender and ethnic group, as identified in 41 CFR 60-3.4B.
- B. For each job or job group, the results of NW Cascade's analysis as to whether its selection process has an adverse impact, as defined in 41 CFR 60-3.4D, on those members of groups identified in 41 CFR 60-3.4B.
- C. For each job or job group where the selection process has an overall adverse impact, identification of the qualification(s) that NW Cascade used, if any, and the stage at which NW Cascade used the qualification(s) as a screening device.
- D. For each job or job group where the selection process has an adverse impact, the results of NW Cascade's evaluation of the individual components of the selection process for adverse impact.
- E. The corrective actions taken by NW Cascade, where action is appropriate, after determining that any component of the selection process has had an adverse impact on members of groups identified in 41 CFR 60-3.4B.

Pursuant to Remedy 5:

- A. Documentation that NW Cascade has undertaken appropriate external outreach and positive recruitment activities (i.e. job postings, job training, establishing internships and mentoring programs that target youth with disabilities, referrals, career fairs, formal meetings with representatives to enlist on the assistance and support of their agency, networking, etc.), that are reasonably designed to effectively recruit qualified individuals with disabilities, such as those described at 41 CFR 60-741.44(f)(2).
- B. NW Cascade will provide a list of all evidence of outreach and recruitment activities undertaken and supporting documents, including but not limited to copies of letters, memos, record of telephone calls, emails, etc.
- C. Documentation that NW Cascade annually reviewed its outreach and recruitment activities, assessed their effectiveness, and documented this review.

Pursuant to Remedy 6:

Documentation (including copies of listings, correspondence) demonstrating all required jobs have been listed with the appropriate local ESDS (either the state workforce agency or a local ESDS). This documentation shall include a list of all openings that occurred during the reporting period on top of the documentation showing that NW Cascade listed their openings with ESDS. NW Cascade shall also include evidence showing that it has advised ESDS that it is a federal contractor, that it desires priority referrals of protected veterans, and that it has provided the name and address for the contractor official responsible for hiring at each of its locations, as required by 41 CFR 60-300.5(a)(4).

4. **Recordkeeping** – NW Cascade will retain all records and data pertinent to the violation 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.

//

//

//

PART V: SIGNATURES

This Conciliation Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and Northwest Cascade Inc.

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

Mr. Greg Potts
President
Northwest Cascade Inc.
10412 John Bananola Way East
Puyallup, WA 98373

Date: 12/2/2019

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

(b) (7)(E), (b) (6)
Compliance Officer
Office of Federal Contract Compliance
Programs
Seattle District Office

Date: 12/6/2019

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

Ms. Quanda Evans
Assistant District Director
Office of Federal Contract Compliance
Programs
Seattle District Office

Date: 12/6/2019

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

Ms. Leigh D. Jones
District Director
Office of Federal Contract Compliance
Programs
Seattle District Office

Date: 12/6/19