

Conciliation Agreement
Between the
U.S. Department of Labor, Office of Federal Contract Compliance Programs
and
PCX Aerostructures, LLC

I. Preliminary Statement

The Office of Federal Contract Compliance Programs (OFCCP) evaluated PCX Aerostructures, LLC's establishment located at 300 Fenn Road, Newington, Connecticut, beginning on September 24, 2019. OFCCP found that PCX Aerostructures, LLC (hereinafter PCX) failed to comply with Section 503 of the Rehabilitation Act of 1973, as amended, and its respective implementing regulations at 41 CFR Chapter 60-741.

OFCCP notified PCX of the specific violations and the corrective actions required in a Notice of Violation (NOV) issued on February 24, 2020.

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 PCX enter into this Conciliation Agreement (Agreement) and the parties agree to all the terms therein.

II. General Terms and Conditions

1. In exchange for PCX's fulfillment of all its obligations in this Agreement, OFCCP will not institute administrative or judicial enforcement proceedings under Section 503 based on the violations alleged in the NOV. However, OFCCP retains the right to initiate legal proceedings to enforce this Agreement if PCX violates any provision of this Agreement, as set forth in Section III, below. Nothing in this Agreement precludes OFCCP from initiating enforcement proceedings based on future compliance evaluations or complaint investigations.
2. OFCCP may review PCX'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. PCX 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.
3. Nothing in this Agreement relieves PCX of its obligation to fully comply with the requirements of E.O. 11246, Section 503, VEVRAA (Vietnam Era Veterans Readjustment Assistance Act), their implementing regulations, or other applicable laws requiring non-discrimination or equal employment opportunity through affirmative action.

4. PCX and OFCCP agree that any release of claims required by this Agreement will only pertain to claims under E.O. 11246, Section 503, and/or VEVRAA.
5. PCX 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.
6. The parties understand the terms of this Agreement and enter into it voluntarily.
7. This Agreement 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. If an administrative error is found, OFCCP will work in good faith with all parties to make the corrections.
8. This Agreement becomes effective on the day it is signed by the District Director (Effective Date).
9. If one or more provisions of this Agreement is deemed unlawful or unenforceable, the remaining provisions will remain in full force and effect.
10. This Agreement will expire sixty (60) days after PCX submits its final progress report required in Section IV, below, unless OFCCP notifies PCX in writing before the expiration date that PCX 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 PCX has met all of its obligations under the Agreement.
11. If PCX violates this Agreement:
 - a. The procedures at 41 C.F.R. 60-1.34 and 41 C.F.R. 60-741.63 (2014) will govern:
 - i. OFCCP will send PCX a written notice stating the alleged violations and summarizing any supporting evidence.
 - ii. PCX shall have fifteen (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 PCX 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.
 - iv. In the event of a breach of this Agreement by PCX, OFCCP may elect to proceed to a hearing on the entire case and seek full make-whole relief, and not be limited to the terms agreed to in the Agreement.
 - b. PCX may be subject to the sanctions set forth in Section 209 of the Executive Order, 41 C.F.R. 60-1.27, 41 C.F.R. 60-741.66 (2014), or 41 C.F.R. 60-300.66 (2014), and/or other appropriate relief for violating this Agreement.

12. PCX neither admits nor denies any violation of Section 503, nor has there been an adjudication on the merits regarding any such violation.
13. OFCCP may seek enforcement of this Agreement itself and is not required to present proof of any underlying violations resolved by this Agreement.
14. The parties understand and agree that nothing in this Agreement is binding on other governmental departments or agencies other than the United States Department of Labor.
15. Each party shall bear its own fees and expenses with respect to this matter.
16. 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.
17. All references to “days” in this Agreement 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. Technical Violations and Remedies

1. **VIOLATION:** During the period January 1, 2018 through December 31, 2018, PCX 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). Specifically, in its prior AAP year PCX failed to undertake adequate outreach and recruitment activities, assess each of its outreach activities and the totality of its outreach efforts, and maintain documentation of these actions.

REMEDY: PCX must 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). PCX must annually review its outreach and recruitment activities, assess each effort and the totality of its efforts to determine their effectiveness, and document this review, in accordance with 41 CFR 60-741.44(f)(3). PCX must document all activities it undertakes to comply with this section, in accordance with 41 CFR 60-741.44(f)(4).

2. **VIOLATION:** During the period January 1, 2018 through December 31, 2018, PCX failed to develop and implement an auditing and reporting system that periodically measures the effectiveness of its affirmative action program, as required by 41 CFR 60-741.44(h). Specifically, PCX’s audit and reporting system failed to measure its lack of compliance with its affirmative action program’s specific obligations, document the actions taken to comply with those obligations, and retain these documents as records of the implementation of its audit and reporting system. Had PCX fully implemented its audit system, it would have identified its lack of outreach, failure to assess that outreach, and to maintain documentation of its actions.

REMEDY: PCX must fully implement its Section 503 AAP's audit and reporting system as described in 41 CFR 60-741.44(h). Specifically, PX shall ensure that its audit and reporting system monitors its compliance with its affirmative action program's obligations, documents its meeting those obligations, and maintains that documentation.

IV. OFCCP Monitoring Period

1. **Recordkeeping.** PCX agrees to retain all records relevant to the violations cited in Section III above and the reports submitted in compliance with Paragraph 2, 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. PCX will retain the records until this Agreement expires or for the time period consistent with regulatory requirements, whichever is later.
2. **Contractor Reports.**
 - a. **Schedule and Instructions.** PCX agrees to furnish OFCCP with the following report during the monitoring period according to the following schedule:

The monitoring period for the report will cover the period from the signature of this Agreement through December 31, 2020 and shall be due in the Hartford District Office on February 1, 2021.

1. A list of all of PCX's outreach and positive recruitment activities for individuals with disabilities;
2. An assessment of the effectiveness of each of these activities, including the criteria used to make the assessment. Also a copy of PCX's annual assessment of the overall effectiveness of the totality of its outreach efforts for the disabled;
3. A list of all applicants, by disability status if known, total hires, final disposition of each applicant, and an explanation of why any referred individual with a disability was not hired; and
4. Copies of letters, memos, records of telephone calls, and other documents generated in the normal course of business between PCX and these recruitment sources.

PCX will submit reports to Compliance Officer (b) (6), (b) (7)(E), OFCCP, William R. Cotter Federal Building, 135 High Street, Room 219, Hartford, CT 06103, (b) (6), (b) (7)(E)@dol.gov. PCX and OFCCP have a common interest in the information being provided in the reports pursuant to this Agreement. To the extent any of the reports PCX provides in accordance with this agreement are customarily kept private or closely-held, and PCX believes should remain confidential under Exemption 4 of the Freedom of Information Act (FOIA) in the event of a FOIA request, PCX will provide such reports to OFCCP marked as "Confidential". In the event of a FOIA request, OFCCP will treat any such documents received as confidential documents.

3. **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 PCX's final progress report as set forth in Part IV, Paragraph 2 above. If OFCCP fails to notify PCX in writing within sixty (60) days of the date of the progress report that PCX 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 PCX within the allotted time that it has not fulfilled all of its obligations, this Agreement is automatically extended until the date that OFCCP determines PCX has met all of its obligations under the Agreement.

V. SIGNATURES

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

This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and PCX Aerostructures LLC, 300 Fenn Road, Newington, Connecticut 06111.

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

Signature
Jeff Frisby
President
PCX Aerostructures, LLC
Newington, CT

DATE: 3/10/2020

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

Signature
Mary Ellen Bentivogli
District Director
Hartford and Buffalo offices
Northeast Region

DATE: 3/11/2020

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

Signature
Tracey Mills
Assistant District Director
Hartford District Office
Northeast Region

DATE: 3/11/2020

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

Signature
(b) (6), (b) (7)(E)
Compliance Officer
Hartford district Office
Northeast Region

DATE: 3-11-20