

Conciliation Agreement
Between the
U.S. Department of Labor Office of Federal Contract Compliance Programs
And
Ellwood City Forge

I. Preliminary Statement

The Office of Federal Contract Compliance Programs (OFCCP) evaluated the Ellwood City Forge (Contractor) establishment located at 800 Commercial Avenue, Ellwood City, Pennsylvania 16117-2354, beginning on June 3, 2020. OFCCP found that Contractor failed to comply with Executive Order 11246, and its respective implementing regulations at 41 CFR Chapter 60-2.

OFCCP notified Contractor of the specific violation and the corrective action required in a Notice of Violation issued on September 2, 2020 (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 its attachments, and the parties agree to all the terms therein.

The attachments to this Agreement are deemed incorporated into this Agreement.

II. General Terms and Conditions

1. 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. However, OFCCP retains the right to initiate legal proceedings to enforce this Agreement if Contractor violates any provision of this Agreement, as set forth in Paragraph 11, below. Nothing in this Agreement precludes OFCCP from initiating enforcement proceedings based on future compliance evaluations or complaint investigations.
2. OFCCP may review 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. 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.
3. 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 nondiscrimination or equal employment opportunity through affirmative action.
4. Contractor 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. 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.
6. The parties understand the terms of this Agreement and enter into it voluntarily.
7. 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. 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.
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 Contractor submits its final progress report required in Section 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.
11. If Contractor violates this Agreement:
 - a. The procedures at 41 C.F.R. 60-1.34 will govern:
 - i. OFCCP will send Contractor a written notice stating the alleged violations and summarizing any supporting evidence.
 - ii. The Contractor 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 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.
 - iv. In the event of a breach of this Agreement by the contractor, 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. Contractor may be subject to the sanctions set forth in Section 209 of the Executive Order, 41 C.F.R. 60-1.27, and/or other appropriate relief for violating this Agreement.
12. 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.
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, and in the Timeline included as Attachment B, 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 September 1, 2018 through August 31, 2019, Ellwood City Forge failed to develop and execute action-oriented programs designed to correct any problem areas identified pursuant to 41 CFR 60-2.17(b) and to attain established goals and objectives, as required by 41 CFR 60-2.17(c). Specifically, Ellwood City Forge provided a PDF list which included the names and email addresses of recruitment sources they maintain were notified of its vacant positions in Job Group 2.1. However, Ellwood City Forge failed to provide the necessary documentation to confirm the open positions in Job Group 2.1 were posted with the recruitment sources which were included in the PDF list.

REMEDY: Ellwood City Forge will develop and execute action-oriented programs designed to correct any problem areas identified pursuant to 41 CFR 60-2.17(b) and to attain established goals and objectives, as required by 41 CFR 60-2.17(c). Specifically, Ellwood City Forge will take appropriate outreach and positive recruitment designed to effectively recruit qualified females for its open positions in Job Group 2.1.

VI. OFCCP Monitoring Period

1. **Recordkeeping.** Ellwood City Forge agrees to retain all records relevant to the violations cited in Sections 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. Ellwood City Forge will retain the records until this Agreement expires or for the time period consistent with regulatory requirements, whichever is later.
2. **Ellwood City Forge Reports.**
 - a. **Schedule and Instructions.** Ellwood City Forge agrees to furnish OFCCP with the following reports during the Monitoring Period according to the following schedule: The first progress report shall be due eight months after the effective date of this Agreement and shall cover the six month period of time beginning on the effective date of this Agreement, and will include:
 - i. Copies of correspondence submitted to each organization which will assist and Ellwood City Forge in its efforts to recruit females.
 - ii. Copies of all responses received from each organization Ellwood City Forge utilized to obtain qualified females to address the above mentioned violations and remedies.
 - iii. Documentation of all individuals referred by any of the organizations Ellwood City Forge utilized to obtain qualified females, including but not limited to: the name(s) of the individual(s) referred; date(s) of referral; position applied for, position hired into, if applicable; the starting annual salary of any referred individual hired; and the reason(s) why a referred individual was not hired by Ellwood City Forge, if applicable.

The second progress report shall cover the successive six month period and shall be due two months after the conclusion of the second six month period. The report will include:

- i. Copies of correspondence submitted to each organization which will assist and Ellwood City Forge in its efforts to recruit females.
- ii. Copies of all responses received from each organization Ellwood City Forge utilized to obtain qualified females to address the above mentioned violations and remedies.

- iii. Documentation of all individuals referred by any of the organizations Ellwood City Forge utilized to obtain qualified females, including but not limited to: the name(s) of the individual(s) referred; date(s) of referral; position applied for, position hired into, if applicable; the starting annual salary of any referred individual hired; and the reason(s) why a referred individual was not hired by Ellwood City Forge, if applicable.

Ellwood City Forge will submit reports to District Director, Tracie Brown, 2103 Federal Building, 1000 Liberty Avenue, Pittsburgh, Pennsylvania 15222, (b) (6), (b) (7)(C)@ol.gov. Ellwood City Forge 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 Ellwood City Forge provides in accordance with this agreement are customarily kept private or closely-held, and the Ellwood City Forge believes should remain confidential under Exemption 4 of the Freedom of Information Act (FOIA) in the event of a FOIA request, Ellwood City Forge 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 Ellwood City Forge's final progress report as set forth in Part II, Paragraph 10 above. If OFCCP fails to notify Ellwood City Forge in writing within sixty (60) days of the date of the final progress report that Ellwood City Forge 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 Ellwood City Forge within the allotted time that it has not fulfilled all of its obligations, this Agreement is automatically extended until the date that OFCCP determines Ellwood City Forge has met all of its obligations under the Agreement.

a. SIGNATURES

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

This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and Ellwood City Forge, 800 Commercial Avenue, Ellwood City, Pennsylvania 16117-2354.

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

Scott Boyd
President
Ellwood City Forge
Ellwood City, Pennsylvania 16117-2354

DATE: 9/2/2020

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

Tracie Brown
District Director
OFCCP – Pittsburgh District Office

DATE: September 17, 2020

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

(b) (6), (b) (7)(E)
Compliance Officer
OFCCP – Pittsburgh District Office

DATE: September 3, 2020