

U.S. Department of Labor

Office of Federal Contract Compliance Programs
Hartford District Office
WM. R. Cotter Federal Building
135 High Street, Room 219
Hartford, CT 06103



CONCILIATION AGREEMENT
BETWEEN
U.S. DEPARTMENT OF LABOR
OFFICE OF FEDERAL CONTRACT COMPLIANCE PROGRAMS

AND

DATTCO, INC.
583 South Street
New Britain, CT 06051

OFCCP CASE NO. R00207717

PART I: General Provisions

1. This Agreement is between the Office of Federal Contract Compliance Programs (hereinafter OFCCP) and DATTCO, Inc. (hereinafter DATTCO)
2. The violations identified in this Agreement were found during a compliance evaluation of DATTCO which began on June 7, 2018 and they were specified in a Notice of Violation issued May 9, 2019. OFCCP alleges that DATTCO 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; and its implementing regulations at 41 CFR Chapter 60 due to the specific violations cited in Part II below.
3. This Agreement does not constitute an admission by DATTCO of any violation of 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) or the implementing regulations.
4. The provisions of this Agreement will become part of DATTCO's AAP. Subject to performance by DATTCO of all promises and representations contained herein and in its AAP, all named violations in regard to the compliance of DATTCO with all OFCCP programs will be deemed resolved. However, DATTCO is advised that the commitments contained in this Agreement do not preclude future determinations of non-compliance based on a finding that the commitments are not sufficient to achieve compliance.
5. DATTCO 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 DATTCO's compliance. DATTCO shall permit access to its premises during normal business hours for these purposes.

6. Nothing herein is intended to relieve DATTCO from the obligation to comply with the requirements of Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, and/or the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended (38 U.S.C. 4212), their implementing regulations, or any other equal employment statute or executive order or its implementing regulations.
7. DATTCO 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, and/or the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended (38 U.S.C. 4212).
8. This Agreement will be deemed to have been accepted by the Government on the date of the signature by the District Director for OFCCP, unless the Regional Director or Director, OFCCP, indicates otherwise within 45 calendar days of the District Director's signature on this Agreement.
9. If at any time in the future, OFCCP believes that DATTCO has violated any portion of this Agreement during the term of this Agreement, DATTCO 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 DATTCO 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 the 15-day period has elapsed or sooner, if irreparable injury is alleged, without issuing a Show Cause Notice.

Where OFCCP believes that DATTCO 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 DATTCO to sanctions set forth in as applicable, Section 209 of the Executive Order and/or 41 CFR 60-300.66 (2014) and/or 41 CFR 60-741.66 (2014) and/or other appropriate relief.

PART II: Specific Provisions:

1. **VIOLATION:** During the prior AAP period of 1/1/2017 through 12/31/2017, and continuing into the current AAP year, DATTCO failed to submit an availability analysis that met the requirements of 41 CFR 60-2.14. Specifically, DATTCO failed to separately determine the availability of minorities and women for each job group; failed to consider the percentage of minorities and women with requisite skills in the reasonable recruitment area; and failed to consider the percentage of minorities or women among those promotable, transferable, and trainable within DATTCO. Additionally, DATTCO failed to provide a composite availability for each job group.

REMEDY: DATTCO shall determine a composite availability for each job group, separately for minorities and women, considering at least the reasonable recruitment area and those promotable,

transferable, and trainable within the organization in accordance with the requirements of 41 CFR 60-2.14.

2. **VIOLATION:** During the prior AAP period of 1/1/2017 through 12/31/2017, and continuing into the current AAP year, DATTCO failed to compare the percentage of minorities and women in each job group with the availability estimates for those job groups as required by CFR 60-2.15.

REMEDY: DATTCO shall compare the percentage of minorities and women in each job group with the availability estimates for those job groups, in accordance with the requirements of 41 CFR 60-2.15.

3. **VIOLATION:** During the prior AAP period of 1/1/2017 through 12/31/2017, and continuing into the current AAP year, DATTCO failed to provide placement (annual percentage) goals as required by 41 CFR 60-2.16 for those job groups where it determined that the percentage of minorities or women employed in a job group was less than would be reasonably expected given their availability. Although, DATTCO did provide goals, they were not established in accordance with the regulations.

REMEDY: DATTCO shall establish placement goals for each job group in which the percentage of minorities or women employed is less than would be reasonably expected given their availability, in accordance with the requirements of 41 CFR 60-2.16.

4. **VIOLATION:** During the prior AAP period of 1/1/2017 through 12/31/2017, and continuing into the current AAP year, DATTCO failed to collect, maintain and preserve personnel and employment records in accordance with the requirements of 41 CFR 60-1.12(a) and 41 CFR 60-3. Specifically, DATTCO failed to document and maintain accurate records pertaining to its hiring process such as applications, and where possible, the gender, race or ethnicity of applicants for employment.

REMEDY: DATTCO shall collect, maintain and preserve all personnel and employment records relied upon in making its employment decisions for a period of not less than two years from the date of the making of the record or the personnel action involved, whichever comes later, in accordance with the requirements of 41 CFR 60-1.12a and 41 CFR 60-3.

5. **VIOLATION:** During the prior AAP period of 1/1/2017 through 12/31/2017, and continuing into the current AAP year, DATTCO provided a report on its good faith efforts to achieve goals for the preceding year in accordance with 41 CFR 60-1.12(b), however, as the goals were not established based on the regulations, the report submitted failed to meet the requirements of the regulations.

REMEDY: DATTCO shall include, in all future AAPs, a report of the results of its prior year AAP goals, to include the percentage goal for each job group underutilized for either women and/or minorities, total placements made into each job group (hires, promotions and transfers into) and whether or not the goal was met. Specifically, where goals were established for minorities and women in the preceding AAP year and opportunities occurred, DATTCO shall include a report on the good faith efforts made to achieve those goals, in accordance with the requirements of 41 CFR 60-1.12(b).

6. **VIOLATION:** During the prior AAP period of 1/1/2017 through 12/31/2017, and continuing into the current AAP year, DATTCO failed to comply with 41 CFR 60-3.4D and 60-3.15A.

Specifically, DATTCO failed to conduct an analysis of its selection process and failed to determine if any protected groups were impacted by its applicant/hire process. Additionally, because DATTCO failed to conduct an analysis, it was unable to determine if a review of the selection process component(s) was required and failed to take immediate action to correct or validate these components as needed, in accordance with the Uniform Guidelines on Employee Selection.

REMEDY: DATTCO shall conduct an analysis of its entire selection/hiring process, at least annually, to determine if any selection disparities exist. If disparities are identified, DATTCO shall evaluate the individual components of its selection process to determine where the disparities occurred. If disparities are found to exist in any of the individual components of its selection process, DATTCO shall take immediate action to correct or validate the component(s) in accordance with requirements of 41 CFR 60-3.4D and 60-3.15A.

7. **VIOLATION:** During the prior AAP period of 1/1/2017 through 12/31/2017, and continuing into the current AAP year, DATTCO failed to perform an in-depth analysis of its total employment process to determine whether and where impediments to equal employment opportunity exist and, where necessary, develop and execute action-oriented programs to correct those identified impediments, as required by 41 CFR 60-2.17(b) and (c). Specifically, DATTCO failed to analyze and evaluate its applicant flow, hiring activity and compensation to determine whether there were disparities based on gender, race or ethnicity.

REMEDY: DATTCO shall to perform an in-depth analysis of its total employment process to determine whether and where impediments to equal employment opportunity exist. Further, where impediments are identified, DATTCO agrees to develop and execute action oriented programs designed to correct identified problems, in accordance with 41 CFR 60-2.17(b) and (c)

8. **VIOLATION:** During the prior AAP period of 1/1/2017 through 12/31/2017, and continuing into the current AAP year, DATTCO failed to develop and implement an auditing system that periodically measures the effectiveness of its total affirmative action program to ensure equal employment opportunity in accordance with 41 CFR 60-2.17(d).

REMEDY: DATTCO shall develop and implement an auditing system that periodically measures the effectiveness of its total affirmative action program to ensure equal employment opportunity, in accordance with 41 CFR 60-2.17(d).

9. **VIOLATION:** During the prior AAP period of 1/1/2017 through 12/31/2017, and continuing into the current AAP year, DATTCO 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.

REMEDY: DATTCO shall 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 shall allow the ESDS to provide priority referrals of protected veterans to DATTCO, as required by 41 CFR 60-300.5(a)2-6. With its initial listing, and as subsequently needed to update the information, DATTCO shall 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, DATTCO shall provide updated information simultaneously with its next job listing.

10. **VIOLATION:** During the prior AAP period of 1/1/2017 through 12/31/2017, and continuing into the current AAP year, DATTCO failed to prepare and maintain an Affirmative Action Program (AAP) for protected veterans at each establishment, in violation of 41 CFR 60-300.40(b). Accordingly, DATTCO failed to comply with any of its AAP obligations set forth in Subpart C of the regulations, 41 CFR 60-300.40-45.

REMEDY: DATTCO shall prepare and maintain an affirmative action program (AAP) for protected veterans at each establishment. The AAP shall set forth DATTCO's policies and procedures in accordance with 41 CFR 300.40-45. This AAP may be integrated into or kept separate from other AAPs. DATTCO shall review and update annually its AAP pursuant to 41 CFR 60-300.40(c), and shall comply with all obligations set forth in Subpart C of the regulations, 41 CFR 60-300.40-45.

11. **VIOLATION:** During the prior AAP period of 1/1/2017 through 12/31/2017, and continuing into the current AAP year, DATTCO 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: DATTCO shall 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. DATTCO shall invite applicants for employment, prior to an offer of employment, to voluntarily identify as a protected veteran. Additionally, DATTCO shall invite applicants for employment, after an offer of employment but before applicants begin their job duties, to voluntarily inform it whether the applicant believes that he or she is a protected veteran. DATTCO 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 shall comply with the requirements of 41 CFR 60-300.42(c). DATTCO shall keep all self-identification information confidential and maintain it in a separate data analysis file, rather than in its personnel or medical files, in accordance with 41 CFR 60-300.42(e).

12. **VIOLATION:** During the prior AAP period of 1/1/2017 through 12/31/2017, and continuing into the current AAP year, DATTCO failed to develop and implement procedures to ensure that its employees are not harassed because of their status as a veteran, in accordance with 41 CFR 60-300.44(e).

REMEDY: DATTCO shall develop and implement procedures that are designed to ensure qualified protected veterans are not harassed on the basis of their veteran status, in accordance with 41 CFR 60-300.44(e).

13. **VIOLATION:** During the prior AAP period of 1/1/2017 through 12/31/2017, and continuing into the current AAP year, DATTCO failed to undertake appropriate outreach and positive recruitment activities that were reasonably designed to effectively recruit qualified protected veterans, document these activities, assess their effectiveness, and document its review, in violation of 41 CFR 60-300.44(f). Specifically, DATTCO did not undertake any outreach and recruitment activities to recruit qualified protected veterans.

REMEDY: DATTCO shall undertake appropriate external outreach and positive recruitment activities that are reasonably designed to effectively recruit qualified protected veterans, such as those described at 41 CFR 60-300.44(f)(2). DATTCO shall annually review its outreach and recruitment activities, assess their effectiveness, and document this review, in accordance with 41 CFR 60-300.44(f)(3). DATTCO shall document all activities it undertakes to comply with this section, in accordance with 41 CFR 60-300.44(f)(4).

14. **VIOLATION:** During the prior AAP period of 1/1/2017 through 12/31/2017, and continuing into the current AAP year, DATTCO failed to train all personnel involved in the recruitment, screening, selection, promotion, disciplinary, and related processes to ensure that the commitments in the contractor's affirmative action program are implemented, in violation of 41 CFR 60-300.44(j).

REMEDY: DATTCO shall train all personnel involved in the recruitment, screening, selection, promotion, disciplinary, and related processes to ensure that the commitments in the contractor's affirmative action program are implemented, in accordance with 41 CFR 60-300.44(j).

15. **VIOLATION:** During the prior AAP period of 1/1/2017 through 12/31/2017, and continuing into the current AAP year, DATTCO failed to document and maintain the required data pertaining to applicants and hires, in violation of 41 CFR 60-300.44(k). Specifically, DATTCO failed to document and maintain the required information.

REMEDY: DATTCO shall document the following computations or comparisons pertaining to applicants and hires, on an annual basis, and will maintain this data for three (3) years, in accordance with 41 CFR 60-300.44(k):

- The number of applicants who self-identified as protected veterans, or who are otherwise known to be protected veterans;
- The total number of job openings and total number of jobs filled;
- The total number of applicants for all jobs;
- The number of protected veteran applicants hired; and
- The total number of applicants hired.

16. **VIOLATION:** During the prior AAP period of 1/1/2017 through 12/31/2017, and continuing into the current AAP year, DATTCO failed to include the equal opportunity clause for VEVRAA in its subcontracts and/or purchase orders, either directly or by reference, in the prescribed manner, in violation of 41 CFR 60-300.5(a)-(d).

REMEDY: DATTCO shall include or reference the provisions of the equal opportunity clause in its subcontracts and purchase orders, as required by 41 CFR 60-300.5(a)-(d). If DATTCO incorporates the equal opportunity clause in its subcontracts and purchase orders by reference, rather than by restating the clause verbatim, it shall incorporate the clause in the manner prescribed by 41 CFR 60-300.5(d).

17. **VIOLATION:** During the prior AAP period of 1/1/2017 through 12/31/2017, and continuing into the current AAP year, DATTCO failed to keep and preserve all personnel and employment records, in violation of 41 CFR 60-300.80(c). Specifically, DATTCO failed to preserve complete and accurate records.

REMEDY: DATTCO shall keep and preserve complete and accurate personnel and employment records, in accordance with 41 CFR 60-300.80(c), and will keep and preserve those records specified in 41 CFR 60-300.80(b) for a period of three years from the date of the making of the record.

18. **VIOLATION:** During the prior AAP period of 1/1/2017 through 12/31/2017, and continuing into the current AAP year, DATTCO failed to provide necessary reasonable accommodation to ensure that a qualified individual with a disability who is not able to utilize the online job application system is provided with an equal opportunity to apply for and be considered for all jobs, in violation of 41 CFR 60-741.21(a)(6).

REMEDY: DATTCO shall begin to immediately provide necessary reasonable accommodation to ensure qualified individuals with a disability are provided with an equal opportunity to apply for and be considered for all jobs in accordance with 41 CFR 60-741.21(a)(6).

19. **VIOLATION:** During the prior AAP period of 1/1/2017 through 12/31/2017, and continuing into the current AAP year, DATTCO failed to prepare and maintain an AAP for qualified individuals with disabilities at each establishment, in violation of 41 CFR 60-741.40(b). Accordingly, DATTCO failed to comply with any of its AAP obligations set forth in Subpart C of the regulations, 41 CFR 60-741.40-45.

REMEDY: DATTCO shall prepare and maintain an AAP for qualified individuals with disabilities at each establishment. The AAP shall set forth DATTCO's policies and procedures in accordance with 41 CFR 741.40-45. This AAP may be integrated into or kept separate from other AAPs. DATTCO shall review and update annually its AAP pursuant to 41 CFR 60-741.40(c), and shall comply with all obligations set forth in Subpart C of the regulations, 41 CFR 60-741.40-45.

20. **VIOLATION:** During the prior AAP period of 1/1/2017 through 12/31/2017, and continuing into the current AAP year, DATTCO failed to invite its employees and 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.

REMEDY: DATTCO shall invite both its applicants for employment, and its employees, to voluntarily self-identify as an individual with a disability, in accordance with 41 CFR 60-741.42. All invitations to self-identify shall be made using the OMB-approved form for this purpose (available on the OFCCP website).

More specifically, DATTCO shall 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).

DATTCO shall also invite each of its applicants for employment, after an offer of employment has been made and before the applicant begins work, to voluntarily inform it whether the applicant believes that he or she is an individual with a disability. In addition DATTCO shall invite each of its employees to voluntarily self-identify as an individual with a disability, and then extend this invitation again at five year intervals, thereafter. At least once during each interval, DATTCO

shall remind its employees that they may voluntarily update their disability-related self-identification information at any time. DATTCO shall keep all self-identification information

confidential and maintain it in a separate data analysis file, rather than in its personnel or medical files, in accordance with 41 CFR 60-741.42(e).

21. **VIOLATION:** During the prior AAP period of 1/1/2017 through 12/31/2017, and continuing into the current AAP year, DATTCO failed to develop and implement procedures to ensure that its employees are not harassed because of their status as an individual with a disability, in accordance with 41 CFR 60-741.44(e).

REMEDY: DATTCO shall develop and implement procedures that are designed to ensure qualified individuals with disabilities are not harassed on the basis of their disability status, in accordance with 41 CFR 60-741.44(e).

22. **VIOLATION:** During the prior AAP period of 1/1/2017 through 12/31/2017, and continuing into the current AAP year, DATTCO 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, DATTCO did not undertake any outreach and recruitment activities to recruit qualified individuals with disabilities.

REMEDY: DATTCO shall 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) (2014). DATTCO shall annually review its outreach and recruitment activities, assess their effectiveness, and document this review, in accordance with 41 CFR 60-741.44(f)(3). DATTCO shall document all activities it undertakes to comply with this section, in accordance with 41 CFR 60-741.44(f)(4).

23. **VIOLATION:** During the prior AAP period of 1/1/2017 through 12/31/2017, and continuing into the current AAP year, DATTCO failed to train all personnel involved in the recruitment, screening, selection, promotion, disciplinary, and related processes to ensure that the commitments in the contractor's affirmative action program are implemented, in violation of CFR 60-741.44(j).

REMEDY: DATTCO shall train all personnel involved in the recruitment, screening, selection, promotion, disciplinary, and related processes to ensure that the commitments in the contractor's affirmative action program are implemented. DATTCO shall document all training it provides to comply with this section, in accordance with 41 CFR 60-741.44(j).

24. **VIOLATION:** During the prior AAP period of 1/1/2017 through 12/31/2017, and continuing into the current AAP year, DATTCO failed to document and maintain the required data pertaining to applicants and hires, in violation of 41 CFR 60-741.44(k). Specifically, DATTCO failed to document and maintain the required information.

REMEDY: DATTCO shall document the following computations or comparisons pertaining to applicants and hires, on an annual basis, and will maintain this data for three (3) years, as required by 41 CFR 60-741.44(k):

- The number of applicants who self-identified as individuals with disabilities, or who are otherwise known to be individuals with disabilities;
- The total number of job openings and total number of jobs filled;
- The total number of applicants for all jobs;

- The number of applicants with disabilities hired; and
- The total number of applicants hired.

25. **VIOLATION:** During the prior AAP period of 1/1/2017 through 12/31/2017, and continuing into the current AAP year, DATTCO failed to evaluate its utilization of individuals with disabilities using the goal established by OFCCP, in violation of 41 CFR 60–741.45. Specifically, DATTCO conducted no utilization analysis.

REMEDY: DATTCO shall annually evaluate its utilization of individuals with disabilities using the 7 percent goal established by OFCCP, as required by 41 CFR 60–741.45. When conducting this utilization analysis, DATTCO shall use the job groups established for utilization analyses required by Executive Order 11246, as required by 41 CFR 60–741.45(d)(2). However, if DATTCO has a total workforce of 100 or fewer employees, it may, instead, choose to measure the representation of individuals with disabilities in its workforce as a whole, using the 7 percent goal established by OFCCP, as permitted by 41 CFR 60–741.45(d)(2)(i). Should the percentage of individuals with disabilities in one or more job groups or in DATTCO’s workforce be less than the utilization goal, DATTCO shall take steps, as required by 41 CFR 60–741.45(e), to determine whether and where impediments to equal employment exist, and shall develop and execute action-oriented programs to correct any identified problems, in accordance with 41 CFR 60–741.45(f).

26. **VIOLATION:** During the prior AAP period of 1/1/2017 through 12/31/2017, and continuing into the current AAP year, DATTCO failed to include the equal opportunity clause for Section 503 in its subcontracts and/or purchase orders, either directly or by reference, in the prescribed manner, in violation of 41 CFR 60–741.5(a)–(d).

REMEDY: DATTCO shall include or reference the provisions of the equal opportunity clause in its subcontracts and purchase orders, as required by 41 CFR 60–741.5(a)–(d). If DATTCO incorporates the equal opportunity clause in its subcontracts and purchase orders by reference, rather than by restating the clause verbatim, it shall incorporate the clause in the manner prescribed by 41 CFR 60–741.5(d).

27. **VIOLATION:** During the prior AAP period of 1/1/2017 through 12/31/2017, and continuing into the current AAP year, DATTCO failed to keep and preserve all personnel and employment records, in violation of 41 CFR 60–741.80(c). Specifically, DATTCO failed to preserve complete and accurate records.

REMEDY: DATTCO shall keep and preserve complete and accurate personnel and employment records, in accordance with 41 CFR 60–741.80(c), and will keep and preserve those records specified in 41 CFR 60–741.80(b) for a period of three years from the date of the making of the record.

FUTURE CONDUCT: DATTCO will not repeat the above violations.

PART III: Reporting

DATTCO 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 requirements, whichever is later.

DATTCO agrees to furnish the OFCCP, Hartford District Office, William R. Cotter Federal Building, 135 High Street, Room 219, Hartford, CT 06103, with two reports:

- 1st report will cover the period from January 1, 2019 through December 31, 2019 and will be due in the Hartford District Office no later than March 1, 2020.
- 2nd report will cover the period from January 1, 2020 through December 31, 2020 and will be due in the Hartford District Office no later than March 1, 2021.

The reports shall include the following information:

Pursuant to Violation #1:

A copy of the Availability analysis for all job groups. The availability for females and minorities must be separately stated and must be in percentage format. The availability analysis must consider the reasonable recruitment area outside the organization and those promotable, transferable, and trainable within the organization.

Pursuant to Violation #2:

A copy of the Incumbency vs. Availability analysis. The analysis must compare the percentage of minorities and women employed within the company with the availability analysis.

Pursuant to Violation #3:

A copy of the placement goals for each job group in which the percentage of minorities or women employed is less than would be reasonably expected given their availability. Specifically, please include the percentage goal for each applicable job group. Please indicate the total number of male and female incumbents and the total number of minorities indicating gender and ethnic group.

Pursuant to Violation #4:

For each job group, provide data on the total number of minority and female applicants and hires by job title. Additionally, provide the disposition of each applicant.

Pursuant to Violation #5:

A report on its good faith efforts for any goals not attained. Placement goals established for women and minorities for the immediately preceding AAP year; a listing of all placements (hires, promotions to, transfers into) in those job groups; and a summary of goal attainment and the good faith efforts taken.

Pursuant to Violation #6:

For each job group, the results of the analysis as to whether the selection process has adverse impact as defined in CFR 60-3.4D on minorities and/or women.

Pursuant to Violation #7:

An in-depth analysis of DATTCO's total employment process to determine whether or where impediments to equal employment opportunity exist. The analysis should include:

- a. For data on employment activity for each job group, provide the total number of minority and female applicants, hires, promotions and terminations;

- b. The analysis of DATTCO's selection process, including where the process eliminates a significantly higher percentage of minorities or women than non-minorities or men;
- c. The analysis of DATTCO's promotion practices to determine if upward mobility of minority or female employees is occurring at a lesser rate (compared to workforce mix) than non-minority or males employees;
- d. An evaluation of the degree to which your non-discrimination policy is carried out with respect to employee terminations; and
- e. An evaluation of DATTCO's compensation system to determine whether there are gender-, race-, or ethnicity-based disparities.

Pursuant to Violation #8:

Provide the results of DATTCO's internal auditing and reporting system, including copies of any reports made to top officials regarding the program's results.

Pursuant to Violation #9:

Provide evidence of the following:

- a. DATTCO listed 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).
- b. DATTCO informed an appropriate employment service delivery system where the openings occur.
- c. DATTCO listed all employment openings with an appropriate employment service delivery system in a manner and format that will allow the ESDS to provide priority referrals of protected veterans to DATTCO, as required by 41 CFR 60-300.5(a)2-6.
- d. DATTCO 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.
- e. DATTCO 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.

Pursuant to Violation #11 & #20:

Provide copies of the following:

- a. The invitation given to applicant for the voluntary self-identification of their disability or protected veteran status;
- b. The voluntary pre- and post- offer invitation for individuals with disabilities or protected veterans to self- identify; and
- c. If applicable, a link to the website offering on-line applicants the same opportunities.
- d. The invitation given to employees to voluntarily self-identify as an individual with a disability, using the OMB-approved form.
- e. Evidence DATTCO reminded its employees at least once during a five year interval that they may voluntarily update their disability-related self-identification information at any time.

Pursuant to Violation #12 and #21:

Provide documentation showing DATTCO's efforts that are designed to ensure qualified protected veterans and Individuals with disabilities are not harassed on the basis of their protected status.

Pursuant to Violation #13 and #22:

- a. An evaluation of DATTCO's outreach and recruitment efforts taken over the previous twelve months to evaluate their effectiveness in identifying and recruiting qualified veterans and individuals with disabilities; which will include a list of outreach activities and a description of each.
- b. At a minimum, the criteria it used to evaluate the effectiveness of each effort.
- c. DATTCO's conclusion as to whether each effort was effective.

Pursuant to Violation #14 and #23:

Evidence DATTCO trained all personnel involved in the recruitment, screening, selection, promotion, disciplinary, and related processes to ensure that the commitments in the contractor's affirmative action program are implemented. For example, a copy of the training agenda, sign in sheet for training sessions, a description of training, etc.

Pursuant to Violation #15 and #24:

- a. The number of applicants who self-identified as protected veterans or individuals with disabilities, or who are otherwise known to be protected veterans or individuals with disabilities;
- b. The total number of job openings and total number of jobs filled;
- c. The total number of applicants for all jobs;
- d. The number of protected veteran or individual with disabilities applicants hired; and
- e. The total number of applicants hired.

Pursuant to Violation #16 and #26:

Documentation verifying that DATTCO included an equal opportunity clause in each of its subcontracts and purchase orders in the manner prescribed by 41 CFR 60-741.5(d) and 41 CFR 60-300.5(d).

Pursuant to Violation #17 and #27:

Evidence DATTCO kept and preserved complete and accurate personnel and employment records, in accordance with 41 CFR 60-300.80 and 41 CFR 60-741.80.

Pursuant to Violation #18:

Evidence DATTCO implements reasonable accommodations to ensure that qualified individuals with a disability who were not able to utilize the online job application system are provided with an equal opportunity to be considered for all jobs.

Pursuant to Violation #25:

- a. Annual evaluation of its utilization of individuals with disabilities.
- b. Should the percentage of individuals with disabilities in one or more job groups or in DATTCO's workforce be less than the utilization goal, DATTCO will provide the steps taken to determine whether and where impediments to equal employment exist.
- c. Assessment of its personnel processes and the effectiveness of its outreach and recruitment efforts.
- d. Results of its affirmative action program audit.
- e. Action-oriented programs to correct any identified problems.

Termination Date

The termination date of this Conciliation Agreement will be 60 days following submission by DATTCO of the report referenced in Part III of this Agreement, or if compliance is not accomplished by that date, then this Agreement will remain in full force and effect until compliance is achieved.

This Agreement represents the full Agreement between DATTCO and OFCCP and this Agreement supersedes any other agreements, oral or written. In signing this Agreement, neither DATTCO 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 DATTCO personally warrants that he/she is fully authorized to do so, that DATTCO entered into this Conciliation Agreement voluntarily and with full knowledge of the effect thereof, and that execution of this Agreement is fully binding on DATTCO. This Conciliation Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and DATTCO.

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

Donald DeVivo
President
DATTCO, Inc.

DATE: June 24, 2019

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

Tracey Mills
Assistant District Director
Hartford District Office

DATE: 6/25/19

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

(b) (7)(C), (b) (7)(E)
Compliance Officer
Hartford District Office

DATE: June 24, 2019

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

Mary Ellen Bentivogli
District Director
Hartford and Buffalo Offices

DATE: 6/25/19