

CONCILIATION AGREEMENT
Between
THE U. S. DEPARTMENT OF LABOR
OFFICE OF FEDERAL CONTRACT COMPLIANCE PROGRAMS
And
TUCSON AIRPORT CONTACT CENTER-CYRACOM
2801 E. ELVIRA RD.
TUCSON, ARIZONA

PART I. PRELIMINARY STATEMENT

The Office of Federal Contract Compliance Programs (“OFCCP”) evaluated the Tucson Airport Contact Center-CyraCom (Tucson CyraCom) located at 2801 E. Elvira Rd., Tucson, Arizona and found that Tucson CyraCom was not in compliance with the Executive Order 11246, as amended (“E.O. 11246”), and their implementing regulations at 41 C.F.R. § Chapter 60. OFCCP notified Tucson CyraCom of the specific violations found and the corrective actions required in a Notice of Violation issued on May 29, 2019. In the interest of resolving the violations without engaging in further legal proceedings and in exchange for the good and valuable consideration described in this document, OFCCP and Tucson CyraCom enter this contract (“Conciliation Agreement” or “Agreement”) and agree to all the terms stated below.

PART II. GENERAL TERMS AND CONDITIONS

1. In exchange for Tucson CyraCom 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 based on the violations 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 Tucson CyraCom violates this Agreement. Nothing in this Agreement precludes OFCCP from initiating enforcement proceedings based on future compliance evaluations or complaint investigations.
2. Tucson CyraCom 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. Tucson CyraCom will permit access to its premises during normal business hours for these purposes and will provide OFCCP with all reports and documents requested.
3. Tucson CyraCom understands that nothing in this Agreement relieves Tucson CyraCom of its obligation to fully comply with the requirements of E.O. 11246, Section 503, VEVRAA, their implementing regulations, and other applicable equal employment laws.
4. Tucson CyraCom 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 (the "Effective Date") unless the Regional Director or Director of OFCCP indicates otherwise within 45 calendar days of the date the District Director signs the Agreement.
9. This Agreement will expire sixty (60) days after Tucson CyraCom submits the final progress report required in Part IV, below, unless OFCCP notifies Tucson CyraCom in writing prior to the expiration date that Tucson CyraCom has not fulfilled all of its obligations under the Agreement, in which case the Agreement is automatically extended until the date that OFCCP determines Tucson CyraCom has met all of its obligations under the Agreement.
10. If Tucson CyraCom violates this Conciliation Agreement,
 - A. The procedures set forth at 41 C.F.R. § 60-1.34 will govern:
 - 1) If OFCCP believes that Tucson CyraCom violated any term of the Agreement while it was in effect, OFCCP will send Tucson CyraCom a written notice stating the alleged violations and summarizing any supporting evidence.
 - 2) Tucson CyraCom will have 15 days from receipt of such notice to demonstrate in writing that it has not violated the Conciliation Agreement, unless such a delay would result in irreparable injury to the employment rights of affected employees or applicants.
 - 3) If Tucson CyraCom 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. Tucson CyraCom may be subject to the sanctions set forth in Section 209 of the Executive Order, and/or other appropriate relief for violation of this Agreement.

11. This Agreement does not constitute an admission by Tucson CyraCom of any violation of E.O. 11246, Section 503, VEVRAA, or other laws, nor has there been an adjudicated finding that Tucson CyraCom violated any laws.

PART III. SPECIFIC VIOLATIONS AND REMEDIES

1. **VIOLATION:** Tucson CyraCom failed to include in its job group analysis a list of the job titles that comprise each job group as required by 41 CFR § 60-2.12(b). Specifically, jobs in the Administrative Support Worker job group with similar content, wage rates, and opportunities, were not combined to form an appropriate job group.

REMEDY: Tucson CyraCom agrees to revise its job group analysis to conform to the regulatory requirements of 41 CFR § 60-2.12(b). Jobs at the establishment with similar content, wage rates, and opportunities, must be combined to form job groups.

2. **VIOLATION:** As a result of violation 1, Tucson CyraCom was unable to appropriately determine the availability of minorities and women for each job group pursuant to 41 CFR § 60-2.14. Tucson CyraCom was also unable to appropriately compare the utilization of minorities and women in each job group with their estimated availability as required by 41 CFR § 60-2.15 or establish if placement goals were needed as required by 41 § CFR 60-2.16.

REMEDY: Tucson CyraCom agrees to separately determine the availability of minorities and women considering the factors as defined by 41 CFR § 60-2.14, compare the utilization of minorities and women in each job group with their estimated availability as required by 41 CFR § 60-2.15, and establish if placement goals were needed as required by 41 CFR § 60-2.16 when the percentage of minorities or women employed in a particular job group is less than would reasonably be expected given their availability percentage in that particular job group.

PART IV: REPORTS REQUIRED

1. REPORT SUBMISSION

Tucson CyraCom must submit the documents and a report described below to: Marvin Jordan, District Director of OFCCP, 230 N. 1st Avenue, Suite 503, Phoenix, AZ 85003.

2. REPORTING DATES

The due date for the progress report is: September 1, 2019

3. REPORT CONTENTS

The report shall contain the following:

PART V: SIGNATURES

This Conciliation Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and Tucson CyraCom, 2801 E. Elvira Rd., Tucson, Arizona.

DATE: June 3, 2019

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

BEST IHEGBOROW
VP of Center Operations
Tucson Airport Contact Center-CyraCom
2801 E. Elvira Rd.
Tucson, AZ 85756

DATE: 06/03/2019

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

(b) (7)(C), (b) (7)(E)
Compliance Officer
Office of Federal Contract
Compliance Programs
Las Vegas Field Office

DATE: 06/03/2019

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

MARVIN R. JORDAN
Director
Office of Federal Contract
Compliance Programs
Phoenix District and Las Vegas Field
Offices