

Conciliation Agreement
Between the
U.S. Department of Labor Office of Federal Contract Compliance Programs
and
Celestica Oregon LLC

I. Preliminary Statement

The Office of Federal Contract Compliance Programs (OFCCP) evaluated Celestica Oregon LLC's (hereinafter Celestica) establishment located at 18870 NE Riverside Parkway, Portland, OR 97230, beginning on October 27, 2023. OFCCP found that Celestica failed to comply with Section 503 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 793 (Section 503), and the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. § 4212 (VEVRAA) and their respective implementing regulations at 41 CFR 60-741 and 60-300.

OFCCP notified Celestica of the specific violations and the corrective actions required in a Notice of Violation (NOV) issued on June 5, 2024.

In the interest of resolving the violations without engaging in further legal proceedings and in exchange for sufficient consideration described in this document, OFCCP and Celestica enter into this Conciliation Agreement (Agreement), and the parties agree to all the terms therein.

II. General Terms and Conditions

1. In exchange for Celestica's fulfillment of all its obligations in this Agreement, OFCCP will not institute administrative or judicial enforcement proceedings under Executive Order (E.O.) 11246, Section 503, and/or VEVRAA based on the violation(s) alleged in the NOV. However, OFCCP retains the right to initiate legal proceedings to enforce this Agreement if Celestica violates any provision of this Agreement, as set forth in Paragraph 10, below. Nothing in this Agreement precludes OFCCP from initiating enforcement proceedings based on future compliance evaluations or complaint investigations.
2. OFCCP may review Celestica'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. Celestica 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 OFCCP requests, including those specified in this Agreement.
3. Nothing in this Agreement relieves Celestica 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. Celestica 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.

5. The parties understand the terms of this Agreement and enter into it voluntarily.
6. 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.
7. This Agreement becomes effective on the day it is signed by the District Director Leigh Jones (Effective Date).
8. If one or more provisions of this Agreement is deemed unlawful or unenforceable, the remaining provisions will remain in full force and effect.
9. This Agreement will expire sixty (60) days after Celestica submits its final progress report required in Section IV, below, unless OFCCP notifies Celestica in writing before the expiration date that Celestica 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 Celestica has met all of its obligations under the Agreement.
10. If Celestica violates this Agreement:
 - a. The procedures at 41 C.F.R. 60-300.63, and/or 41 C.F.R. 60-741.63 will govern:
 - i. OFCCP will send Celestica a written notice stating the alleged violation(s) and summarizing any supporting evidence.
 - ii. Celestica 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 Celestica 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 Celestica, 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 in the Agreement.

- b. Celestica may be subject to the sanctions set forth in 41 C.F.R. 60-741.66, 41 C.F.R. 60-300.66, and/or other appropriate relief for violating this Agreement.
- 11. Celestica does not admit any violation of the Executive Order, Section 503 or VEVRAA, nor has there been an adjudication on the merits regarding any such violation.
- 12. OFCCP may seek enforcement of this Agreement itself and is not required to present proof of any underlying violations resolved by this Agreement.
- 13. 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.
- 14. Each party shall bear its own fees and expenses with respect to this matter.
- 15. 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.
- 16. 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, 2022 through December 31, 2023, Celestica failed to undertake appropriate outreach and positive recruitment activities that were reasonably designed to effectively recruit qualified protected veterans, in violation of 41 CFR 60-300.44(f)(1)(i). Specifically, Celestica only participated in one community-based job fair targeting protected veteran applicants; and did not provide evidence of having any other veteran-related external recruitment or referral sources and/or partnerships that could render qualified protected veterans for employment openings.

REMEDY: Celestica will 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). Celestica will document all activities it undertakes to comply with this section, in accordance with 41 CFR 60-300.44(f)(4).

At a minimum, Celestica will direct its recruitment efforts to the following entities:

Jonathan R. Penna, Veteran Readiness and Employment Officer
Portland and Anchorage VA Regional Office

Phone: (206) 390-6417
E-mail: (b) (6), (b) (7)(C)@va.gov

(b) (6), (b) (7)(C) Local Veterans' Employment Representative (LVER)
WorkSource Oregon Portland Metro - Tigard
Phone: (503) 758- (b) (6), (b) (7)(C)
E-mail: (b) (6), (b) (7)(C)@employ.oregon.gov

2. **VIOLATION:** During the period January 1, 2023 through December 31, 2023, Celestica failed to annually review the effectiveness of the outreach and recruitment efforts it took over the previous twelve months to identify and recruit qualified protected veterans, as required by 41 CFR 60-300.44(f)(3). Specifically, Celestica was unable to assess each of its outreach and recruitment activities, and assess the totality of its outreach and positive recruitment efforts, because most of the activities undertaken in the previous twelve months were not reasonably designed to effectively recruit qualified protected veterans.

REMEDY: Celestica will annually review its outreach and recruitment activities, assess their effectiveness, and document this review, in accordance with 41 CFR 60-300.44(f)(3). If Celestica concludes that the totality of its efforts were not effective in identifying and recruiting qualified protected veterans, it shall identify and implement alternative efforts listed in 41 CFR 60-300.44(f)(1) or (f)(2).

3. **VIOLATION:** During the period January 1, 2023 through December 31, 2023, Celestica failed to annually review the effectiveness of the outreach and recruitment efforts it took over the previous twelve months to identify and recruit qualified individuals with disabilities as required by 41 CFR 60-741.44(f)(3). Specifically, Celestica was unable to assess each of its outreach and recruitment activities, and assess the totality of its outreach and positive recruitment efforts, because most of the activities undertaken in the previous twelve months were not reasonably designed to effectively recruit qualified individuals with disabilities.

REMEDY: Celestica 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). If Celestica concludes that the totality of its efforts were not effective in identifying and recruiting qualified individuals with disabilities, it shall identify and implement alternative efforts listed in 41 CFR 60-741.44(f)(1) or (f)(2).

IV. OFCCP Monitoring Period

1. **Recordkeeping.** Celestica 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. Celestica will retain the records until this Agreement expires or for the time period consistent with regulatory requirements, whichever is later.

2. Celestica Report.

Celestica agrees to furnish OFCCP with the following report during the Monitoring Period. The report will contain the documentation specified according to the dates scheduled:

Progress Report: Due March 1, 2025 covering the period of January 1, 2024 through December 31, 2024.

Pursuant to Remedy 1:

- A. Documentation demonstrating that Celestica has engaged in appropriate outreach and positive recruitment efforts targeting protected veterans, which will include at a minimum, Celestica directing its recruitment efforts to Portland and Anchorage VA Regional Office and WorkSource Oregon Portland Metro – Tigard. This may also include items such as job fair participation, university recruitment, online job postings, monthly networking event, brown bag lunch information sessions, employer staff briefing events, hosting hiring events, and other contractor activities, events and participations;
- B. A list of all Celestica’s outreach and positive recruitment activities for protected veterans.

Pursuant to Remedy 2 and 3:

- A. An assessment of the effectiveness of each Celestica’s outreach and positive recruitment activities for protected veterans and individuals with disabilities;
- B. An annual assessment of the effectiveness of the totality of Celestica’s outreach efforts for protected veterans and individuals with disabilities;
- C. A list of the alternative efforts that were or will be implemented, if Celestica concludes the totality of its efforts were not effective in identifying and recruiting qualified protected veterans and/or qualified individuals with disabilities;
- D. Documentation of the computations or comparisons described in 41 CFR § 60-300.44(k) and 60-741.44(k) for the 2024 AAP year.

Celestica will submit reports to Quanda Evans, Assistant District Director, 909 First Avenue, Suite 201, Seattle, WA 98104, and at (b) (6), (b) (7)(C)@dol.gov. Celestica 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 Celestica provides in accordance with this Agreement are trade secrets, commercial, and/or financial in nature, and customarily kept private or closely-held, and the Celestica believes should remain confidential under Exemption 4 of the Freedom of Information Act (FOIA) in the event of a FOIA request, Celestica will provide such reports to OFCCP marked as “Confidential”. In the event of a FOIA request, OFCCP will promptly notify Celestica of the FOIA request and provide Celestica an opportunity to object to

disclosure. OFCCP will withhold disclosure of such reports to the maximum extent allowable by law.

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 Celestica's final progress report as set forth in Section II, Paragraph 9 above. If OFCCP fails to notify Celestica in writing within sixty (60) days of the date of the final progress report that Celestica 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 Celestica within the allotted time that it has not fulfilled all of its obligations, this Agreement is automatically extended until the date that OFCCP determines Celestica has met all of its obligations under the Agreement.

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V. SIGNATURES

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

This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and Celestica Oregon LLC, 18870 NE Riverside Parkway, Portland, OR 97230.

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

Jason Schrock
General Manager
Celestica Oregon LLC
Portland, OR

DATE: 7/10/24

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

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

DATE: 7-22-24

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

Quanda Evans
Assistant District Director
Seattle District Office
Office of Federal Contract Compliance Programs
Pacific Region

DATE: 7/10/2024