

U.S. Department of Labor

Office of Federal Contract
Compliance Programs
New York District Office
26 Federal Plaza, Room 36-116
New York, NY 10278-0002
(212) 264-7742
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CONCILIATION AGREEMENT
BETWEEN
THE U.S. DEPARTMENT OF LABOR
OFFICE OF FEDERAL CONTRACT COMPLIANCE PROGRAMS
AND
CORRECTIONS CORPORATION OF AMERICA
10 BURTON HILLS BLVD.
NASHVILLE, TN 37215
COMPLAINT NUMBERS I00178611 & I00178610

PART I: General Provisions

1. This Agreement is between the Office of Federal Contract Compliance Programs (hereinafter OFCCP) and Corrections Corporation of America, 10 Burton Hills Blvd., Nashville, TN 37215 (hereinafter CCA).
2. The violations identified in this Agreement were found during the investigations of two complaints filed against CCA which began on December 6 and December 10, of 2012. OFCCP alleges that CCA has violated Executive Order 11246, as amended, and Section 503 of the Rehabilitation Act of 1973, as amended and the 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 CCA of any violation of Executive Order 11246, as amended, or Section 503 of the Rehabilitation Act of 1973, as amended, and the implementing regulations.
4. The provisions of this Agreement will become part of CCA's Affirmative Action Programs (AAPs). Subject to the performance by CCA of all promises and representations contained herein and in its AAPs, the named violations in regard to the compliance of CCA with all OFCCP programs will be deemed resolved. However, CCA is advised that the commitments contained in this Agreement do not preclude future determinations of noncompliance based on a finding that the commitments are not sufficient to achieve compliance.
5. CCA 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 CCA's compliance. CCA shall permit access to its premises during normal business hours for these purposes.
6. Nothing herein is intended to relieve CCA 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. In addition, this CA in no way limits the applicability of the revised regulations implementing Section 503 of the Rehabilitation Act of 1973, as amended (78 Fed. Reg. 58682) (Sept. 24, 2013, also online at <http://www.ecfr.gov>) and the Vietnam Era Veterans Readjustment Assistance Act of 1974, as amended (78 Fed. Reg. 58614) (Sept. 24, 2013, also online at <http://www.ecfr.gov>), which became effective on March 24, 2014.

7. CCA 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 signature by the Regional Director for OFCCP, unless the Director, OFCCP, indicates otherwise within 45 days of the District Director's signature on this Agreement.
9. If at any time in the future, OFCCP believes that CCA has violated any portion of this Agreement during the term of this Agreement, CCA will be promptly notified of that fact in writing. This notification shall include a statement of the facts and circumstances relied upon in forming that belief. In addition, the notification will provide CCA with 15 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 issuance of Show Cause Notice.

Where OFCCP believes that CCA 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 CCA to sanctions set forth in Section 209 of the Executive Order, 41 CFR 60-741.66 and/or other appropriate relief.

PART II – Specific Provisions

1. **VIOLATION:** OFCCP finds that CCA failed to ensure that 6 & 7c and [REDACTED] were not penalized in their conditions of employment due to a disability. Specifically, CCA failed to consider job restructuring, or modified work schedules, or reassignment to a vacant position. OFCCP's interviews and review of evidence confirm that the Complainants sought disability benefits as a result of CCA's reaction to their accommodation requests.

Accordingly, OFCCP finds CCA in violation of its obligations under the nondiscrimination

and affirmative action provisions of Section 503, as required by 41 CFR 741.2(s)(3) and 41 CFR 60-741.44(j), revised as of March 24, 2014 (78 Fed. Reg. 58682) (Sep. 24, 2013, also online at <http://www.ecfr.gov>).

REMEDY: Within 30 days from the Effective Date of this Conciliation Agreement (the Effective Date being the date of the Regional Director's signature), CCA agrees to the following:

- a. Recall [6 & 7c] to her previous position, or in a job comparable in pay and opportunity to that in which CCA hired [6 & 7c]
 - b. Preserve [6 & 7c] company service as her original hire date of [6 & 7c]
 - c. Provide [6 & 7c] with back pay for the period of October 1, 2012 through February 28, 2015 in the amount of \$96,665.10, which includes back pay in the amount of \$93,849.63, and interest in the amount of \$2,815.48. CCA will complete the process of monetary distribution to [6 & 7c] no sooner than 45 days and no later than 90 days after the Regional Director of OFCCP signs this Agreement.
 - d. Provide [6 & 7c] with back pay for the period of September 18, 2012 through December 3, 2012 in the amount of \$14,037.69, which includes back pay in the amount of \$13,628.83 and interest in the amount of \$408.86. CCA will complete the process of monetary distribution to [6 & 7c] no sooner than 45 days and no later than 90 days after the Regional Director, OFCCP signs this Agreement.
 - e. Provide training to all human resource personnel, supervisors, and all other employees involved in the implementation and dissemination of its leave and reasonable accommodation policies to ensure that these policies and the commitments made in CCA's Affirmative Action Program are implemented as required by 41 CFR 60-741.44, revised as of March 24, 2014 (78 Fed. Reg. 58682) (Sep. 24, 2013, also online at <http://www.ecfr.gov>).
2. **VIOLATION:** OFCCP finds that CCA failed to provide equal employment opportunity to female employees in their condition of employment. Specifically, OFCCP discovered that CCA failed to consider female employees for job restructuring, or modified work schedules, or reassignment to a vacant position in violation of 41 CFR 60-1.4 (a) (1).

REMEDY: In order to come into compliance, CCA will: (a) Review its selection and accommodation process and eliminate those policies and practices that led to the discrimination; (b) Develop procedures to review, at least annually, its personnel practices for the purpose of assuring nondiscrimination; and (c) Take action to ensure that this violation ceases and does not recur.

3. **VIOLATION:** Documented evidence reveals that some Detention Officers felt intimidated when requesting reasonable accommodations, and, therefore, either continued to work while

injured or applied for disability benefits and took leave. Intimidation of employees requesting reasonable accommodation is a violation of 60-1.32(a) (2) and (4).

REMEDY: CCA will maintain a working environment free from harassment, intimidation, and coercion at all sites and in all facilities at which CCA's employees are assigned to work. Within 30 days from the Effective Date of the Agreement, CCA will train all managers about the equal employment opportunity and non-retaliation provisions of the Executive Order. CCA will in no way retaliate, harass, or engage in any form of reprisal or other adverse action against any of its employees based on or in relation to the terms of this remedy

FUTURE CONDUCT: CCA will not repeat the above violation.

PART III – Reporting

In order for OFCCP to monitor CCA's progress toward fulfilling the provisions of this Agreement, CCA will submit the specific reports identified below.

CCA will send the Progress Report to:

U.S. Department of Labor
Office of Federal Contract Compliance Programs
Northeast Region
New York District Office
26 Federal Plaza, Room 36-116
New York, NY 10278-0002
ATTN: Compliance Officer 6 & 7c

The First Report is due within 90 days from the Effective Date of this Agreement and will include:

- a. Documentation of the \$96,665.10 in back pay plus interest paid to 6 & 7c. The documentation must include a copy of the cancelled check or other equivalent documentation verifying that 6 & 7c was paid.
- b. Documentation of the \$14,037.69 in back pay plus interest paid to 6 & 7c. The documentation must include a copy of the cancelled check or other equivalent documentation verifying that 6 & 7c was paid.
- c. Documentation that CCA provided training to its human resource personnel, supervisors, and all other employees involved in the implementation and dissemination of its leave and reasonable accommodation policies. This documentation shall identify the time and place of all training; name and job title of all persons attending the training; subject matter discussed relative to the company's EEO and affirmative action obligations; and the identity of the trainer(s).
- d. Documentation of CCA's newly established or altered policies and procedures for processing reasonable accommodation requests.

- e. Report on CCA's monitoring of its work environment for the presence of any forms of harassment, intimidation, or coercion, including but not limited to verbal and visual displays and, where warranted, CCA's corrective action to include date(s) of the action.
- f. Copy of CCA's notification to all employees of CCA's non-tolerance of harassment or intimidation on any CCA worksite based on gender or disability status.
- g. Name, job title and telephone number of the CCA official to contact to report and/or secure relief from harassment or intimidation based on gender or disability status; and
- h. Documentation of EEO and harassment prevention training that CCA provided to its management and non-management employees, including the dates of training; name and title of provider; description of training, to include agenda and training materials; and names and titles of recipients.

The second report is due within 180 days from the Effective Date of this agreement and will include:

- a. Results of CCA's monitoring of its work environment for the presence of any forms of harassment, intimidation, or coercion, including but not limited to verbal and visual displays and, where warranted, CCA's corrective action to include date(s) of the action.
- b. Documentation of all corrective actions that CCA took during the reporting period, including, but not limited to additional modifications and training.
- c. Documentation of CCA's monitoring of all personnel and employment related activities to ensure that the EEO policy and its obligations under these specifications are being carried out.

CCA shall retain all records pertinent to the violation resolved by this Conciliation Agreement and the reports submitted under it (including the underlying data/information upon which the reports are based) until the expiration date of this Conciliation Agreement or consistent with regulatory timeframes, whichever is later.

***NOTE:** CCA will also update its affirmative action program(s) to come into compliance with the requirements of Section 503 of the Rehabilitation Act and the Vietnam Era Veterans Readjustment Assistance Act, effective March 24, 2014, at the start of its next standard 12-month AAP review and updating cycle.*

Termination Date:

The termination date of this Agreement will expire 60 days after receipt of the final progress report or if compliance is not accomplished by that date, then this Agreement shall remain in full force and effect until compliance is achieved.

This Agreement represents the full Agreement between CCA and the Agency and this Agreement supersedes any other agreements, oral or written. In signing this Agreement, neither

CCA nor the Agency 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 Corrections Corporation of America personally warrants that he is fully authorized to do so, that Corrections Corporation of America entered into this Conciliation Agreement voluntarily and with full knowledge of the effect thereof, and that execution of this Agreement is fully binding on Corrections Corporation of America. This Conciliation Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and Corrections Corporation of America.

6 & 7c

STEVE CONRY
Vice President, Facility Operations BU3
Corrections Corporation Of America
Nashville, TN

Date: 3/31/15

6 & 7c

MANUEL GARCIA
New York Assistant District Director

Date: 3/31/2015

6 & 7c

for LYNN SHEAR
New York Acting Assistant District Director

Date: 3/31/2015

6 & 7c

for DIANA SEN
Northeast Regional Director

Date: 3/31/15

7e

for Compliance Officer
OFCCP – Northeast Region

DATE 3/31/2015

7e

Compliance Officer
OFCCP – Northeast Region

DATE 3/31/15