

Conciliation Agreement  
Between the  
U.S. Department of Labor Office of Federal Contract Compliance Programs  
And  
Cook Incorporated  
750 North Daniels Way  
Bloomington, Indiana 47402-0489

**I. Preliminary Statement**

The Office of Federal Contract Compliance Programs (OFCCP) evaluated the Cook Incorporated (Cook Inc.) located at 750 North Daniels Way, Bloomington, Indiana 47402-0489, beginning January 27, 2016. OFCCP found that Cook Inc. failed to comply with Executive Order 11246, as amended (E.O. 11246), and their respective implementing regulations at 41 CFR 60-1.12.

OFCCP notified Cook Inc. of the specific violation and the corrective action required in a Notice of Violation (NOV) issued on September 23, 2019.

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

**II. General Terms and Conditions**

1. In exchange for Cook Inc.'s fulfillment of all its obligations in this Agreement, OFCCP will not institute administrative or judicial enforcement proceedings under E.O. 11246, Section 503 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 793 (Section 503), and/or Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. § 4212 (VEVRAA), based on the violation alleged in the NOV. However, OFCCP retains the right to initiate legal proceedings to enforce this Agreement if Cook Inc. 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 Cook Inc.'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. Cook Inc. 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 Cook Inc. 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. Cook Inc. 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 (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 Cook Inc. submits its final progress report required in Section IV, below, unless OFCCP notifies Cook Inc. in writing before the expiration date that Cook Inc. 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 Cook Inc. has met all of its obligations under the Agreement.
10. If Cook Inc. violates this Agreement:
  - a. The procedures at 41 C.F.R. 60-1.34 will govern:
    - i. OFCCP will send Cook Inc. a written notice stating the alleged violation and summarizing any supporting evidence.
    - ii. Cook Inc. 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 Cook Inc. 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 Cook Inc., 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. Cook Inc. 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.



11. Cook Inc. 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**

**Violation:** During the period January 27, 2014 through January 27, 2016, Cook Inc. failed to preserve accurate and complete personnel or employment records made or kept by Cook Inc. for not less than two years from the date of the making of the record or the personnel action involved, whichever occurs later, as required by 41 CFR 60-1.12(a). Specifically, Cook Inc. failed to provide applications, test records and interview records of each applicant during the review period.

**Remedy:** As required in 41 CFR 60-1.12(a), Cook Inc. will preserve all personnel or employment records made or kept in either electronic or hard copy format including but not limited to all expressions of interest through the internet or related electronic data technologies, records related to internal and/or external databases, physical and online applications, completed applicant self-identification forms, resumes, testing materials, and interview records, for not less than two years from the date of the making of the record or the personnel action involved, whichever occurs later. Where a compliance evaluation has been initiated by OFCCP, Cook Inc. must preserve all employment or personnel records beyond the two year period until OFCCP makes a final disposition in the matter.

### **IV. OFCCP Monitoring Period**

1. **Recordkeeping.** Cook Inc. agrees to retain all records relevant to the violation 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. Cook Inc. will retain the records until this Agreement expires or for the time period consistent with regulatory requirements, whichever is later.

## 2. **Cook Inc. Reports**

Cook Inc. agrees to furnish OFCCP with the following reports during the Monitoring Period. Each report will contain the documentation specified according to the dates scheduled:

- a. Progress Report 1: Due on February 15, 2022, and will cover the period from the Effective Date of this Agreement through December 31, 2021.
- b. Progress Report 2: Due on February 15, 2023 covering the period of January 1, 2022 through December 31, 2022.

Pursuant to the Violation in Part III of the Agreement, for each Progress Report period, Cook Inc. will provide for each job group and job title, the total number of applicants, hires and rehires and the breakdown by race, gender, ethnic group, including all full-time, temporary, part time, seasonal, contract employees and employees acquired through contract procurement, as required by 41 C.F.R. 60-1.12(a).

Cook Inc. will submit reports to (b) (7)(C), (b) (7)(E), (b) (6), (b) (7)(C)@dol.gov. Cook Inc. 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 Cook Inc. provides in accordance with this Agreement are trade secrets, commercial, and/or financial in nature, and customarily kept private or closely-held, and Cook Inc. believes should remain confidential under Exemption 4 of the Freedom of Information Act (FOIA) in the event of a FOIA request, Cook Inc. will provide such reports to OFCCP marked as "Confidential". In the event of a FOIA request, OFCCP will promptly notify Cook Inc. of the FOIA request and provide Cook Inc. 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 Cook Inc.'s final progress report as set forth in Section II, Paragraph 9 above. If OFCCP fails to notify Cook Inc. in writing within sixty (60) days of the date of the final progress report that Cook Inc. 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 Cook Inc. within the allotted time that it has not fulfilled all of its obligations, this Agreement is automatically extended until the date that OFCCP determines Cook Inc. has met all of its obligations under the Agreement.

## V. SIGNATURES

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

This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and Cook Incorporated, 750 North Daniels Way, Bloomington, Indiana 47402-0489.

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

Greg Smith  
Director Global Human Resources  
Cook Incorporated  
Bloomington, Indiana 47402-0489

DATE: 04 MAR 2021

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

Karen Johnson-Robinson  
Assistant District Director  
Midwest Region  
Columbus Area Office

DATE: \_\_\_\_\_

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

Phyllis E. Lipkin  
District Director  
Midwest Region  
Columbus Area Office

DATE: \_\_\_\_\_

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

(b) (7)(C), (b) (7)(E)

Compliance Officer  
Midwest Region  
Columbus Area Office

DATE: \_\_\_\_\_