

## **CONCILIATION AGREEMENT**

Between

THE U. S. DEPARTMENT OF LABOR

OFFICE OF FEDERAL CONTRACT COMPLIANCE PROGRAMS

And

SAFTEY AND SECURITY SERVICES, LLC

416 NE 8<sup>th</sup> STREET

OKLAHOMA CITY, OK 73102-2604

### **PART I. PRELIMINARY STATEMENT**

The Office of Federal Contract Compliance Programs (“OFCCP”) evaluated Safety and Security Services, LLC (“SSSI”) facility located at 416 NE 8<sup>th</sup> Street, Oklahoma City, OK and found that SSSI was not in compliance with the Executive Order 11246, as amended (“E.O. 11246”), Section 503 of the Rehabilitation Act of 1973, as amended (“Section 503”), and the Vietnam Era Veterans’ Readjustment Assistance Act of 1974, as amended, 38 U.S.C. § 4212 (“VEVRAA”) and their implementing regulations at 41 C.F.R. Section(s) 60-1, 60-2, 60-3, 60-741, and 60-300. OFCCP notified SSSI of the specific violations found and the corrective actions required in a Notice of Violations on January 15, 2021. 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 SSSI 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 SSSI’s 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, Section 503 and VEVRAA 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 SSSI violates this Agreement. Nothing in this Agreement precludes OFCCP from initiating enforcement proceedings based on future compliance evaluations or complaint investigations.
2. SSSI 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. SSSI will permit access to its premises during normal business hours for these purposes and will provide OFCCP with all reports and documents requested.

3. SSSI understands that nothing in this Agreement relieves SSSI 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. SSSI 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 of the Dallas District Office in the Southwest and Rocky Mountain Region (the "Effective Date").
9. This Agreement will expire sixty (60) days after SSSI submits the final progress report required in Part IV (D), below, unless OFCCP notifies SSSI in writing prior to the expiration date that SSSI has not fulfilled all of its obligations under the Agreement, in which case the Agreement is automatically extended until the date that OFCCP determines SSSI has met all of its obligations under the Agreement.
10. If SSSI violates this Conciliation Agreement,
  - A. The procedures set forth at 41 C.F.R. 60-1.34 will govern:
    - 1) If OFCCP believes that SSSI violated any term of the Agreement while it was in effect, OFCCP will send SSSI a written notice stating the alleged violations and summarizing any supporting evidence.
    - 2) SSSI 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 SSSI 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.** SSSI may be subject to the sanctions set forth in Section 209 of the Executive Order, 41 C.F.R. 60-741.66, or 41 C.F.R. 60-300.66 and/or other appropriate relief for violation of this Agreement.

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

### **PART III. SPECIFIC VIOLATIONS AND REMEDIES**

1. **VIOLATION:** During the period December 13, 2017 through present, SSSI failed to implement an adequate applicant tracking system in accordance with the requirements of 41 CFR 60-3.4 and 60-3.15. Specifically, the contractor informed OFCCP that its applicant tracking system did not have the ability to collect race and gender information of its applicants prior to hire.

**REMEDY:** SSSI will implement an adequate applicant tracking system that accurately captures race, gender, and ethnicity of all applicants who express an interest in employment with SSSI.

2. **VIOLATION:** During the period of December 13, 2017 through present, SSSI failed to preserve and maintain accurate personnel and employment records, in accordance with the requirements of 41 CFR 60-1.3, 41 CFR 60-1.12, 41 CFR 60-3.4 and 41 CFR 60-3.15. Specifically, SSSI failed to make available for inspection complete and accurate compensation records.

**REMEDY:** SSSI will keep and preserve complete and accurate personnel and employment records, in accordance with 41 CFR 60-1.12, 41 CFR 60-3.4 and 41 CFR 60-3.15.

3. **VIOLATION:** OFCCP found that SSSI failed to conduct adverse impact analyses in accordance with the requirement with 41 CFR 60-3.15A(2) and 41 CFR 60-3.4(C). Specifically, SSSI failed to maintain records or other information that would accurately disclose the impact that the company's selection procedure had upon employment opportunities of persons by race, sex or ethnic group, therefore, the contractor was unable to conduct adverse impact analyses of the overall selection process and to conduct an adverse impact analysis for each job group constituting more than 2% of the labor force or 2% of the applicable workforce, in accordance with 41 CFR 60-3.4 and 41 CFR 60-3.15A.

**REMEDY:** SSSI will conduct an adverse impact analyses in accordance with the requirements of 41 CFR 60.3-4 and 60-3.15A. SSSI will conduct adverse impact analyses on at least an annual basis for the purpose of determining whether adverse impact exists against applicants based on race, sex, ethnic group in hiring, promotion, termination and other personnel

activities. These analyses will be conducted by job for each job group constituting 2% of the applicable workforce. If adverse impact is identified in its total selection process, SSSI will evaluate each individual component of the selection process for adverse impact. If adverse impact is found to exist in any of the individual components of the selection process, SSSI will validate each such component in accordance with the Uniform Guidelines on Employee Selection Procedures or utilize selection procedures, which do not result in adverse impact.

4. **VIOLATION:** During the period of December 13, 2017 through June 12, 2019, SSSI failed to invite applicants to inform the contractor whether the applicant believes that he or she is a veteran protected by VEVRAA in violation of 41 CFR 60–300.42.

**REMEDY:** SSSI will invite applicants to inform the contractor whether the applicant believes that he or she is a veteran protected by VEVRAA, as required by 41 CFR 60–300.42.

5. **VIOLATION:** During the period of December 13, 2017 through June 12, 2019, SSSI failed to document and maintain the required data pertaining to applicants in violation of 41 CFR 60-300.44(k), and 41 CFR 60-741.44(k). Specifically, SSSI did not collect and maintain the data necessary to complete the computations or comparisons pertaining to applications and hires as required by the regulations.

**REMEDY:** SSSI will 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 60-300.44(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. Further, SSSI also will 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 total number of applicants with disabilities hired; and the total number of applicants hired.

6. **VIOLATION:** During the period of December 13, 2017 through June 12, 2019, SSSI failed to invite its 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(a).

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

during the first year it is subject to this requirement, SSSI will 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, SSSI shall remind its employees that they may voluntarily update their disability-related self-identification information at any time. SSSI will 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).

7. **VIOLATION** : During the period December 13, 2017 through June 12, 2019, SSSI failed to annually review the effectiveness of the outreach and recruitment efforts it took over the previous twelve months to identify and recruit qualified veterans and individuals with disabilities as required by 41 CFR 300.44(f)(3)(4) and 41 CFR 60-741.44(f)(3)(4).

**REMEDY:** SSSI 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)(4) and 41 CFR 60-741.44(f)(3)(4). If SSSI concludes that the totality of its efforts were not effective in identifying and recruiting qualified veterans and individuals with disabilities it will identify and implement alternative efforts listed in 41 CFR 60-300.44(f)(1) or (f)(2) and 41 CFR 60-741.44(f)(1) or (f)(2) Additionally, SSSI will document all activities it undertakes to comply with the recordkeeping obligation for a period of three years as specified by 41 CFR 60-300 (f)(4) and 41 CFR 60-741.44 (f)(4).

#### **Part IV. REPORTS REQUIRED**

1. SSSI<sup>1</sup> agrees to retain records pertinent to the violations cited in Part III above, and to the reports submitted in compliance with the paragraphs below. These records shall include data and information underlying the required reports, specifically, but no 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.
2. SSSI agrees to provide OFCCP LaQuandra S. Adebajo, District Director Dallas District Office at **(b) (6), (b) (7)(C)**@dol.gov with the following (#) reports.

The first report will be due on (October 31, 2021), and will cover the period of (April 1, 2021 – September 30, 2021)

The second report will be due on (May 31, 2022), and will cover the period of (October 1, 2021 – April 30, 2022)

The third report will be due on (November 30, 2022) and will cover the period of (May 1, 2022 – October 31, 2022)

Each report will include the following:

- A. Pursuant to Remedy 1 and 3 in Part III of the Agreement, SSSI will submit the following with its first, second and third progress report:

<sup>1</sup> SSSI including any employment activity administered by any of its third party vendors.

1. The total number of job seekers for each job groups during the respective period, and the breakdown by race/ethnicity and gender;
  2. The total number of applicants and hires, and the breakdown by race/ethnicity and gender, for each job group during the respective period, including all part time, and seasonal workers;
  3. An explanation with supporting documentation of system used to collect, identify and maintain the applicable race, gender and ethnicity of all job seekers, applicants, hires or rehires.
  4. The results of SSSI's analysis as to whether its total selection process, during the applicable period, has adverse impact as defined in 41 C.F.R. 60-3.16, on those members of groups set forth in 41 C.F.R. 60-3.4B. In determining adverse impact, for all progress reports, SSSI shall combine the data for the current report with the data from previous report(s) to analyze at least a 12-month period. OFCCP may analyze a period longer than 12 months to determine if adverse impact exists;
  5. For each case where the total selection process has an adverse impact, as defined in 41 C.F.R 60-3.4D, the results of SSSI's evaluation of the individual components of the selection process for adverse impact;
  6. The actions taken by SSSI upon determining that any component of the selection process has an adverse impact on members of groups as set forth in subparagraph 1-3; and
- B. Pursuant to Remedy 2 in Part III of the Agreement, SSSI will submit with its first progress report:**
1. The formation of job groups (covering all jobs) consistent with criteria given in 41 CFR 60-2.12.
  2. Employee level compensation data for all employees (including but not limited to full-time, part-time, contract, per diem or day labor, and temporary employees) as of the date of the job group analysis identified above. Provide gender and race/ethnicity information and hire date for each employee as well as job title, EEO-1 category and job groups in a single file. Provide all requested data electronically, if maintained in an electronic format.
  3. For all employees, compensation includes base salary and or wage rate, and hours worked in a typical workweek. Other compensation or adjustments to salary such as bonuses, incentives, commissions, merit increases, locality pay or overtime should be identified separately for each employee.

4. You may provide any additional data on factors used to determine employee compensation, such as education, past experience, duty location, performance ratings, department or functions and salary level/band/range/grade.
  5. Documentation and policies related to compensation practices of the contractor also be included in the submission, particularly those that explain the factors and reasoning used to determine compensation.
- C.** Pursuant to Remedy 4 and 6 of Part III of the Agreement, SSSI will submit the following with the first, second and third progress report:
1. Policies and procedures inclusive of how SSSI conducted the issuance of VEVRAA and Section 503 self-identification forms to applicants:
  2. Evidence that SSSI has invited its applicants for employment to voluntarily self-identify as a veteran and as an individual with a disability at both the pre-offer and post-offer stages of the hiring process;
  3. Evidence that SSSI has invited its applicants for employment and employees to voluntarily self-identify as an individual with a disability using the approved OMB-approved form;
- D.** Pursuant to Remedy 5 and 7 in Part III of the Agreement, SSSI will submit the following during the first, second and third progress report:
1. The number of applicants who self-identified as a protected veteran or who are otherwise known to be a protected veteran
  2. The number of applicants who self-identified as an individual with a disability or who otherwise known to be an individual with a disability;
  3. The total number of applicants for all jobs
  4. The total number of protected veteran applicants hired
  5. The total number of individuals with a disability hired
  6. The total number of applicants hired.
2. SSSI will retain all records and data pertinent to the violations resolved by this Agreement and/or used to prepare required reports until this Agreement expires or as long as required by OFCCP's regulations, whichever date occurs later (or "whichever time period is longer"). This Conciliation Agreement shall remain in effect until the review and acceptance by OFCCP of SSSI's final progress report.

**Part V. SIGNATURES**

This Conciliation Agreement is hereby executed by and between the OFCCP and SSSI

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

William J. Price  
Chief Executive Officer  
Safety and Security Services, Inc.

Date: 3-23-21

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

(b) (7)(C), (b) (7)(E)  
Compliance Officer  
OFCCP

Date: 03/23/21

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

LaQuandra S. Adebajo  
Dallas District Director  
OFCCP

Date: March 23, 2021