

Conciliation Agreement
Between the
U.S. Department of Labor Office of Federal Contract Compliance Programs
and
Medeco Security Locks Inc.

I. Preliminary Statement

The Office of Federal Contract Compliance Programs (OFCCP) evaluated the Medeco Security Locks Inc. (Medeco) establishment located at 3625 Alleghany Drive, Salem, VA 24153 beginning on April 2, 2020. OFCCP found that Medeco 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 C.F.R. Parts 60-300 and 60-741.

OFCCP notified Medeco of the specific violations and the corrective actions required in a Notice of Violation (NOV) issued on September 24, 2021.

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 Medeco enter into this Conciliation Agreement (Agreement) and its attachments, and the parties agree to all the terms therein.

II. General Terms and Conditions

1. In exchange for Medeco's fulfillment of all its obligations in this Agreement, OFCCP will not institute administrative or judicial enforcement proceedings under E.O. 11246, Section 503, and/or VEVRAA based on the violations alleged in the NOV. However, OFCCP retains the right to initiate legal proceedings to enforce this Agreement if Medeco 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 Medeco'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. Medeco 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 Medeco 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. Medeco 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 Medeco submits its final progress report required in Section IV, below, unless OFCCP notifies Medeco in writing before the expiration date that Medeco 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 Medeco has met all of its obligations under the Agreement.
10. If Medeco 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 Medeco a written notice stating the alleged violation(s) and summarizing any supporting evidence.
 - ii. The Medeco 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 Medeco 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 the Medeco, 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. Medeco may be subject to the sanctions set forth in 41 C.F.R. 60-741.66 or 41 C.F.R. 60-300.66, and/or other appropriate relief for violating this Agreement.
- 11. Medeco 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, 2019, through December 31, 2019, Medeco failed to invite applicants to inform it whether the applicant believes that he or she is a veteran protected by VEVRAA in violation of 41 CFR 60-300.42.

REMEDY: Medeco will invite applicants to inform it whether the applicant believes that he or she is a veteran protected by VEVRAA, as required by 41 CFR 60-300.42. More specifically, Medeco shall invite applicants for employment, prior to an offer of employment, to voluntarily identify as a protected veteran. Additionally, Medeco shall invite applicants for employment, after an offer of employment but before applicants begin their job duties, to voluntarily inform it whether the applicant believes that he or she is a protected veteran. Medeco may invite the applicant to also indicate if he or she belongs to one or more of the specific categories of protected veterans, as defined by 41 CFR 60-300.2(q). All invitations to self-identify as a protected veteran will comply with the requirements of 41 CFR 60-300.42(c). Medeco 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 60-300.42(e).

2. **VIOLATION:** During the period January 1, 2019, through December 31, 2019, Medeco failed to document all activities it undertook to comply with its external outreach and recruitment efforts; and to maintain those documents for a period of three (3) years, in accordance with 41 CFR 60-300.44(f)(4).

REMEDY: Medeco will document all activities it undertakes to comply with its external outreach and recruitment efforts; and to maintain those documents for a period of three (3) years, in accordance with 41 CFR 60-300.44(f)(4).

3. **VIOLATION:** During the period January 1, 2019 through December 31, 2019, Medeco failed to invite its applicants for employment, prior to an offer of 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: Medeco will invite each of its 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). All invitations to self-identify will be made using the OMB-approved form for this purpose (available on the OFCCP website). Furthermore, Medeco 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).

4. **VIOLATION:** During the period April 3, 2018 through December 31, 2019, Medeco failed to document all activities it undertook to comply with its external outreach and recruitment efforts; and to maintain those documents for a period of three (3) years, in accordance with 41 CFR 60-741.44(f)(4).

REMEDY: Medeco will document all activities it undertakes to comply with its external outreach and recruitment efforts; and to maintain those documents for a period of three (3) years, in accordance with 41 CFR 60-741.44(f)(4).

IV. OFCCP Monitoring Period

1. **Recordkeeping.** Medeco agrees to retain all records relevant to the violation(s) cited in Section III above and the reports submitted in compliance with Paragraph 2, below. Specifically, Medeco must retain the invitations it extended to all applicants to self-identify as a protected veteran and an individual with a disability. Medeco will retain the records until this Agreement expires or for the time period consistent with regulatory requirements, whichever is later.
2. **Contractor Reports.** Medeco 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 August 1, 2022, covering the period of January 1, 2022, through June 30, 2022.

- b. Progress Report 2: Due on January 30, 2023, covering the period of July 1, 2022, through December 31, 2022.

Both reports will contain the following:

- a. Pursuant to Remedy 1: Documentation showing that Medeco invited applicants for employment, prior to an offer of employment, to voluntarily identify as a protected veteran, and/or to indicate if he or she belongs to one or more of the specific categories of protected veterans, as defined by 41 CFR 60-300.2(q). Documentation will include:
 - i. A copy of Medeco's invitation to applicants to self-identify as a protected veteran and the voluntary self-identification form provided to applicants who complete a paper application; and
 - ii. A screen capture of the invitation to self-identify as a protected veteran and the voluntary self-identification form provided to applicants who complete an online application.
- b. Pursuant to Remedy 2: Documentation to verify that Medeco undertook appropriate outreach and positive recruitment activities reasonably designed to effectively recruit qualified protected veterans and conducted an assessment of its efforts. This documentation should include a copy of the sections of Medeco's AAP that list: 1) Its outreach activities with supporting documentation; 2) An assessment of the effectiveness of each activity; and 3) (for the second report only) A copy of Medeco's annual assessment of the totality of its outreach activities, when applicable, as required by 41 CFR 60-300.44(f)(3). Medeco should note that 41 CFR 60-300.44(f) lists examples of several resources that may aid contractors in effectively recruiting and employing qualified protected veterans.
- c. Pursuant to Remedy 3: Documentation showing that Medeco invited 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), using the OMB-approved form for this purpose. Documentation will include:
 - i. A copy of Medeco's invitation to applicants to self-identify as an individual with a disability and the voluntary self-identification form provided to applicants who complete a paper application; and
 - ii. A screen capture of the invitation to applicants to self-identify as an individual with a disability and the voluntary self-identification form provided to applicants who complete an online application.
- d. Pursuant to Remedy 4: Documentation to verify that Medeco undertook appropriate outreach and positive recruitment activities reasonably designed to effectively recruit qualified individuals with disabilities and conducted an

assessment of its efforts. This documentation should include a copy of the sections of Medeco's AAP that list: 1) Its outreach activities with supporting documentation; 2) An assessment of the effectiveness of each activity; and 3) (for the second report only) A copy of Medeco's annual assessment of the totality of its outreach activities, when applicable, as required by 41 CFR 60-741.44(f)(3). Medeco should note that 41 CFR 60-741.44(f) lists examples of several resources that may aid contractors in effectively recruiting and employing qualified protected veterans.

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

V. SIGNATURES

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

This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and Medeco Security Locks Inc., 3625 Alleghany Drive, Salem, VA 24153.

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

Joseph Kingma
General Manager
Medeco Security Locks, Salem, VA

DATE: 10/7/21

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

Shanae Moody
District Director
OFCCP, Arlington District Office

DATE: 10/12/2021

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

Kimberlyn Love
Acting Assistant District Director
OFCCP, Arlington District Office

DATE: 10/8/2021

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

(b) (7)(E), (b) (6)
Compliance Officer
OFCCP, Arlington District Office

DATE: 10/08/2021