

Conciliation Agreement
Between the
U.S. Department of Labor
Office of Federal Contract Compliance Programs
and
Trident Seafoods Corporation - Motley

I. Preliminary Statement

The Office of Federal Contract Compliance Programs (OFCCP) evaluated the Trident Seafoods Corporation – Motley (Trident) establishment located at 1348 Hwy 10 South, Motley, MN 56466-8213, beginning on October 1, 2020. OFCCP found that Trident failed to comply with Executive Order 11246, as amended (E.O. 11246 or the Executive Order) and its respective implementing regulations at 41 Code of Federal Regulations (CFR) Chapter 60.

OFCCP notified Trident of the specific violations and the corrective actions required in a Notice of Violation (NOV) issued on December 29, 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 Trident 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 Trident'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 (Section 503), as amended or the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (VEVRAA), as amended based on the violations alleged in the NOV. However, OFCCP retains the right to initiate legal proceedings to enforce this Agreement if Trident 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 Trident'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. Trident 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 Trident 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. Trident 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 Trident submits its final progress report required in Section IV, below, unless OFCCP notifies Trident in writing before the expiration date that Trident 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 Trident has met all of its obligations under the Agreement.
10. If Trident violates this Agreement:
 - a. The procedures at 41 CFR 60-1.34 will govern:
 - i. OFCCP will send Trident a written notice stating the alleged violation(s) and summarizing any supporting evidence.
 - ii. Trident 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 Trident 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 Trident, 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. Trident may be subject to the sanctions set forth in Section 209 of the Executive Order, 41 CFR 60-1.27, and/or other appropriate relief for violating this Agreement.
- 11. Trident 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 March 1, 2019 through August 31, 2020, Trident did not develop and execute action-oriented programs designed to correct any problem areas identified pursuant to 41 CFR 60-2.17(b) and monitor records of all personnel activity, as required by 41 CFR 60-2.17(d)(1). Specifically, Trident failed to perform in-depth accurate analyses of its total employment process to determine whether and where impediments to equal employment opportunity exists whereby it failed to realize its employment activity data for Job Group 81 for the period under review erroneously incorporated 10 hires belonging to a

different reporting period. Furthermore, the applicant data provided demonstrated there were applicants to Job Group 71 that were hired into Job Group 81 and applicants to Job Group 81 that were hired into Job Group 71.

Remedy: Trident will develop and execute action oriented programs designed to correct any problem areas identified pursuant to 41 CFR 60-2.17(b) and monitor records of all personnel activity, as required by 41 CFR 60-2.17(d)(1).

IV. OFCCP Monitoring Period

1. **Recordkeeping.** Trident 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 job applications and personnel records, and any other records or data used to generate the required reports. Trident will retain the records until this Agreement expires or for the time period consistent with regulatory requirements, whichever is later.

2. **Trident Report.**

Trident agrees to furnish OFCCP Minneapolis District, 920 2nd Avenue South, Suite 575, Minneapolis, MN 55402 with two progress reports. The reports can also be emailed to Compliance Officer (b) (6), (b) (7)(E) at (b) (6), (b) (7)(C)@dol.gov. The reports will contain the documentation specified below regarding job groups 71 & 81 only and according to the dates scheduled as follows:

- Progress Report 1 is due on March 31, 2023, and will cover the period of March 1, 2022 through February 28, 2023.
- Progress Report 2 is due on March 31, 2024, and will cover the period of March 1, 2023 through February 28, 2024.

Pursuant to Remedy 1:

- a. Applicant flow log. As a minimum, the flow log should include: Applicant ID#, race and gender, applicant date, hire date, job group applied to, job title applied to, job group hired into, job title hired into and final disposition.
- b. The results of an analysis as to whether the total selection process (hires) has adverse impact, as defined in 41 CFR 60-2.17(b);
- c. The results of the complete analysis of all jobs where Trident identified problem areas pursuant to 41 CFR 60-2.17(b), based on the findings of the adverse impact studies and the development and execution of action-oriented programs as required by 41 CFR 60-2.17(c). Include all assessments and reports on the effectiveness of those programs.

Trident will submit the reports to (b) (7)(E), (b) (6) Compliance Officer, 920 Second Avenue South, Suite 575, Minneapolis, MN 55402, (b) (6), (b) (7)(C)@dol.gov. Trident 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 Trident provides in accordance with this Agreement are trade secrets, commercial, and/or financial in nature, and customarily kept private or closely-held, and Trident believes should remain confidential under Exemption 4 of the Freedom of Information Act (FOIA) in the event of a FOIA request, Trident will provide such reports to OFCCP marked as "Confidential". In the event of a FOIA request, OFCCP will promptly notify Trident of the FOIA request and provide Trident 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 Trident's final progress report as set forth in Section II, Paragraph 9 above. If OFCCP fails to notify Trident in writing within sixty (60) days of the date of the final progress report that Trident 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 Trident within the allotted time that it has not fulfilled all of its obligations, this Agreement is automatically extended until the date that OFCCP determines Trident has met all of its obligations under the Agreement.

V. SIGNATURES

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

This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and Trident Seafoods Corporation - Motley, 1348 Hwy 10 South, Motley, MN 56466.

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

Curt McIlravy

Plant Manager

Trident Seafoods Corporation

Motley, Minnesota

BRANT 2/9/22
VP HUMAN RESOURCES

Date: 2/4/2022

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

Tim Roark

District Director

Milwaukee District Office

OFCCP - Midwest Region

Date: 02/07/2022

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

(b) (7)(E), (b) (6)

Compliance Officer

Minneapolis District

OFCCP - Midwest Region

Date: 02/07/2022