

Conciliation Agreement
Between the
U.S. Department of Labor Office of Federal Contract Compliance Programs
and
Loomis Armored US, LLC

I. Preliminary Statement

The Office of Federal Contract Compliance Programs (OFCCP) evaluated the Loomis Armored US, LLC (Loomis) establishment located at 4979 Mercantile Road, Baltimore, MD 21235, beginning on December 31, 2020. OFCCP found that Loomis failed to comply with Executive Order 11246, as amended (E.O. 11246 or the Executive Order), 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. Chapter 60.

OFCCP notified Loomis of the specific violations and the corrective actions required in a Notice of Violation (NOV) issued on January 19, 2022.

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 Loomis 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 Loomis'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 VEVRAA based on the violations alleged in the NOV. However, OFCCP retains the right to initiate legal proceedings to enforce this Agreement if Loomis 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 Loomis'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. Loomis 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 Loomis 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. Loomis 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 it voluntarily.
6. This Agreement constitutes the entire Agreement and represents the complete and final understanding of the parties. This Agreement contains all 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 are deemed unlawful or unenforceable, the remaining provisions will remain in full force and effect.
9. This Agreement will expire sixty (60) days after Loomis submits its final progress report required in Section IV, below unless OFCCP notifies Loomis in writing before the expiration date that Loomis has failed to fulfill all its obligations under the Agreement. In this instance, the Agreement is automatically extended until the date that OFCCP determines that Loomis has met all its obligations under the Agreement.
10. If Loomis violates this Agreement:
 - a. The procedures at 41 C.F.R. 60-1.34, 41 C.F.R. 60-300.63, and 41 C.F.R. 60-741.63 will govern:
 - i. OFCCP will send Loomis a written notice stating the alleged violation(s) and summarizing any supporting evidence.
 - ii. Loomis 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 Loomis is unable to demonstrate that it has not violated the Agreement, or if OFCCP alleges an 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 Loomis, 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. Loomis may be subject to the sanctions set forth in Section 209 of the Executive Order, 41 C.F.R. 60-1.27, 41 C.F.R. 60-741.66, or 41 C.F.R. 60-300.66, and other appropriate relief for violating this Agreement.
- 11. Loomis 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, 2020, through December 31, 2020, Loomis failed to keep and preserve complete and accurate personnel and employment records, in violation of 41 C.F.R. 60-1.12(a) and (e). Specifically, Loomis failed to keep and preserve accurate and complete records of its applicant-to-hire process.

REMEDY: Loomis will keep and preserve complete and accurate personnel and employment records, following 41 C.F.R. 60-1.12(a) and (e), and will keep and preserve those records for a period of not less than two years from the date of the making of the record or the personnel action involved, whichever occurs later. However, if Loomis has a total workforce of less than 150 or fewer employees or does not have a government contract of at least \$150,000, the minimum record retention period shall be one year from the making of the record or the personnel action, whichever occurs later, as permitted by 41 C.F.R. 60-1.12(a).

- 2. **VIOLATION:** During the period January 1, 2020, through December 31, 2020, Loomis failed to compare the percentage of minorities and women in each job group with the minority and female availability for those job groups, as required by 41 CFR 60-2.15.

REMEDY: On February 2, 2022, Loomis provided to OFCCP the minority and female availability assessment in the manner prescribed by 41 CFR 60-2.15.

3. **VIOLATION:** From January 1, 2020, through December 31, 2020, Loomis failed to establish minority placement goals, as required by 41 CFR 60-2.16. Specifically, Loomis failed to establish a percentage annual placement goal at least equal to the availability figure derived for minorities in its job groups, as required by 41 CFR 60-2.16(c).

REMEDY: On February 2, 2022, Loomis provided to OFCCP the annual placement goals as prescribed by 41 CFR 60-2.16(c).

4. **VIOLATION:** During the period January 1, 2020, through December 31, 2020, Loomis failed to annually review the effectiveness of the outreach and recruitment efforts it took over the previous twelve months to identify and recruit qualified protected veterans, as required by 41 CFR 60-300.44(f)(3). Specifically, Loomis failed to assess external outreach and recruitment efforts.

REMEDY: On February 2, 2022, Loomis provided to OFCCP the assessment for outreach and recruitment for protected veterans in the manner prescribed by 41 CFR 60-300.44(f)(3).

5. **VIOLATION:** During the period January 1, 2020, through December 31, 2020, Loomis failed to invite its employees 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(c). Specifically, Loomis failed to conduct self-identification in five-year intervals.

REMEDY: Loomis will immediately invite its employees to voluntarily inform it whether the employee believes that they are an individual with a disability, as that term is defined in 41 CFR 60-741.2(g)(1)(i) or (ii). All invitations used to self-identify must be made using the OMB-approved form for this purpose (available on the OFCCP website). In addition, Loomis will extend this invitation again at five-year intervals after that. At least once during each interval, Loomis will remind its employees that they may voluntarily update their disability-related self-identification information at any time. Loomis will keep all self-identification information confidential and maintain it in a separate data analysis file, rather than in its personnel or medical files, following 41 CFR 60-741.42(e).

6. **VIOLATION:** During the period January 1, 2020, through December 31, 2020, Loomis failed to annually review the effectiveness of the outreach and recruitment efforts it took over the previous twelve months to identify and recruit qualified individuals with disabilities as required by 41 CFR 60-741.44(f)(3). Specifically, Loomis failed to submit documentation demonstrating that it had assessed external outreach and recruitment efforts.

REMEDY: On February 02, 2022, Loomis provided to OFCCP the assessment for outreach and recruitment for individuals with disabilities in the manner prescribed by 41 CFR 60-741.44(f)(3).

IV. OFCCP Monitoring Period

1. **Recordkeeping.** Loomis 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. 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. Loomis will retain the records until this Agreement expires or for the period consistent with regulatory requirements, whichever is later.

2. **Contractor Reports.**

Loomis agrees to furnish OFCCP with the following report during the Monitoring Period. Its report will contain the documentation specified according to the dates scheduled:

Progress Report: February 15, 2023, covering the period of January 1, 2022, through December 31, 2022.

The report shall contain the following:

- a) Applicant data for the reporting period by job group, indicating the application date, gender, race, ethnicity, job title applied for, and the disposition of each applicant;
- b) Hire data for the reporting period by job group, indicating gender, race, ethnicity, job title, and date of hire for each hired applicant;
- c) Documentation showing that Loomis invited its employees to voluntarily self-identify as individuals with disabilities at least once every five years.

Loomis will submit the report to Compliance Officer (b) (6), (b) (7)(E), 2 Hopkins Plaza, Suite 600, Baltimore, MD 21201-2908, or to email address (b) (6), (b) (7)(C)@dol.gov. Loomis and OFCCP have a common interest in the information in the reports being provided according to this Agreement. To the extent any of the reports Loomis provides under this Agreement are trade secrets, commercial, or financial in nature, and customarily kept private or closely held, and Loomis believes they should remain confidential under Exemption 4 of the Freedom of Information Act (FOIA) in the event of a FOIA request, Loomis will provide such reports to OFCCP marked as "Confidential." In the event of a FOIA request, OFCCP will promptly notify Loomis of the FOIA request and provide Loomis an opportunity to object to the 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 Loomis's final progress report as outlined in Section II, Paragraph 9 above. If OFCCP fails to notify Loomis in writing within sixty (60) days of the date of the final progress report that Loomis has not fulfilled all 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 Loomis within the allotted time that it has not fulfilled all its obligations, this Agreement is automatically extended until the date that OFCCP determines Loomis has met all of its obligations under the Agreement.

V. SIGNATURES

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

This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and Loomis, 4979 Mercantile Road, Baltimore, MD, 21235.

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

Mr. Michael Sweeney
Branch Manager
Loomis Armored US, LLC
Baltimore, MD 21235

DATE: 2/22/2022

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

Brooke Sensenig
District Director
Baltimore District Office
Mid-Atlantic Region

DATE: 02/22/2022

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

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

Compliance Officer
Baltimore District Office
Mid-Atlantic Region

DATE: 02/22/2022