

Conciliation Agreement  
Between the  
U.S. Department of Labor Office of Federal Contract Compliance Programs  
and  
ABG US ORLANDO FL APO HANGAR BLVD

**I. Preliminary Statement**

The Office of Federal Contract Compliance Programs (OFCCP) evaluated ABG US ORLANDO FL APO HANGAR BLVD located at 8600 Hangar Blvd, Orlando, FL (hereinafter ABG) beginning on May 7<sup>th</sup>, 2020. OFCCP found that ABG failed to comply with Executive Order 11246, as amended (E.O. 11246 or the Executive Order), and its implementing regulations at 41 C.F.R. Parts 60-1, and 60-2 [60-2.17(b), 60-1.12(c), 60-1.4(a), 60-1.12(a) and (e)].

OFCCP notified ABG of the specific violations and the corrective actions required in a Notice of Violation (NOV) issued on July 26, 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 ABG enter into this Conciliation Agreement and its attachments, and the parties agree to all the terms therein.

**II. General Terms and Conditions**

1. In exchange for ABG'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 violation(s) alleged in the NOV. However, OFCCP retains the right to initiate legal proceedings to enforce this Agreement if ABG 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 ABG'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. ABG 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 ABG 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. ABG 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 will 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.
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 ABG submits its final progress report required in Section IV, below, unless OFCCP notifies ABG in writing before the expiration date that ABG 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 ABG has met all of its obligations under the Agreement.
10. If ABG violates this Agreement:
  - a. The procedures at 41 C.F.R. 60-1.34, 41 C.F.R. 60-300.63, and/or 41 C.F.R. 60-741.63 will govern:
    - i. OFCCP will send ABG a written notice stating the alleged violation(s) and summarizing any supporting evidence.
    - ii. ABG 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 ABG 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 ABG, 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. ABG 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/or other appropriate relief for violating this Agreement.
11. ABG 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 July 1, 2018, through December 31, 2019, ABG failed to keep and preserve complete and accurate personnel and employment records, in violation of 41 CFR 60-1.12(a) and (e). Specifically, ABG failed to maintain accurate applicant and hires personnel activity data.

**Remedy:** ABG will keep and preserve complete and accurate personnel and employment records, in accordance with 41 CFR 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, whichever occurs later. However, if ABG has a total workforce of 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 CFR 60-1.12(a).

2. **Violation:** During the period July 1, 2018 through December 31, 2019, ABG failed to perform in-depth analyses of its total employment process to determine whether and where impediments to equal employment opportunity exists, as required by 41 CFR 60-2.17(b). Specifically, ABG failed to accurately perform analyses to determine if adverse impact in its personnel activities exist.

**Remedy:** ABG will perform in-depth analyses of its total employment process to determine whether and where impediments to equal employment opportunity exists, as required by 41 CFR 60-2.17(b). Specifically, ABG will perform an in-depth analysis to determine, when applicable, the cause of any adverse impact in its future personnel activities and make adjustments when necessary in accordance with 41 CFR 60.3.4(c).

3. **Violation:** During the period July 1, 2018 through December 31, 2019, ABG failed to maintain and/or have available records showing the gender, race, and ethnicity of each

employee; and where possible, the gender, race, and ethnicity of each applicant or Internet Applicant as defined in 41 CFR 60-1.3, as required by 41 CFR 60-1.12(c).

**Remedy:** ABG will maintain and/or have available records showing the accurate gender, race, and ethnicity of each employee; and where possible, the gender, race, and ethnicity of each applicant or Internet Applicant as defined in 41 CFR 60-1.3, as required by 41 CFR 60-1.12(c).

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

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

##### **1. Contractor Reports.**

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

Progress Report 1 will be due on August 28, 2023, and will cover the period from July 1, 2022, through June 30, 2023, consistent with ABG's Affirmative Action Plan year.

Progress Report 2 will be due on August 26, 2024, and will cover the period from July 1, 2023, through June 30, 2024, consistent with ABG's Affirmative Action Plan year.

##### Progress Reports 1 and 2 will include the following:

- a. Electronic documentation in MS Excel format, listing all expressions of interest in employment through the Internet to positions at the establishment under review during the applicable progress reporting period. This list will include the following information:
  - i. Name;
  - ii. Race;
  - iii. Gender;
  - iv. Date of application;
  - v. Job title applied to;

- vi. Job group applied to;
  - vii. Date of interview (if applicable);
  - viii. Job title interviewed for (if applicable);
  - ix. Date of job offer (if applicable);
  - x. Job title of job offer for (if applicable);
  - xi. Date of hire (if applicable);
  - xii. Job title hired into (if applicable);
  - xiii. Disposition (hired, or the specific reason not selected);
  - xiv. Whether or not the applicant was an existing employee;
  - xv. Whether or not the company considers the individual to be an applicant according to OFCCP's Internet Applicant rule;
  - xvi. The specific reason the company does not consider the individual to be an applicant, (if applicable);
- b. Narrative description of the steps taken by the company to ensure and monitor the accuracy of the company's hires and applicant tracking system.
- c. Copy of the company's Executive Order 11246 Affirmative Action Program's (AAP) identification of problem areas and internal audit and reporting system narrative for the current AAP as of the progress report due date.

ABG will submit reports to District Director Miguel A. Rivera Jr., at (b) (6), (b) (7)(C)@dol.gov. ABG 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 ABG provides in accordance with this Agreement are trade secrets, commercial, and/or financial in nature, and customarily kept private or closely-held, and ABG believes should remain confidential under Exemption 4 of the Freedom of Information Act (FOIA) in the event of a FOIA request, ABG will provide such reports to OFCCP marked as "Confidential". In the event of a FOIA request, OFCCP will promptly notify ABG of the FOIA request and provide ABG an opportunity to object to disclosure. OFCCP will withhold disclosure of such reports to the maximum extent allowable by law.



2. **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 ABG's final progress report as set forth in Section II, Paragraph 9 above. If OFCCP fails to notify ABG in writing within sixty (60) days of the date of the final progress report that ABG 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 ABG within the allotted time that it has not fulfilled all of its obligations, this Agreement is automatically extended until the date that OFCCP determines ABG has met all of its obligations under the Agreement.

## V. SIGNATURES

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

This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and ABG US Orlando FL APO Hanger Blvd. at 8600 Hangar Blvd, Orlando, FL., 32827-5430.

<p>(b) (6), (b) (7)(C)</p> <p>Sherry Knaszak Vice President HR Operations Avis Budget Group, Inc. Orlando, FL</p> <p>DATE: <u>8/11/22</u></p>	<p>(b) (6), (b) (7)(C)</p> <p>Miguel A. Rivera Jr. District Director Southeast Region</p> <p>DATE: <u>08/18/2022</u></p>
<p>(b) (6), (b) (7)(C)</p> <p>Jacqueline Ortiz-Baerga Assistant District Director Southeast Region</p> <p>DATE: <u>08/17/2022</u></p>	<p>(b) (6), (b) (7)(C)</p> <p>Compliance Officer Southeast Region</p> <p>DATE: <u>08/18/2022</u></p>