

**Conciliation Agreement
Between the
U.S. Department of Labor Office of Federal Contract Compliance Programs
and
GC&E Systems Group, LLC**

I. Preliminary Statement

The Office of Federal Contract Compliance Programs (OFCCP) evaluated the GC&E Systems Group, LLC (GC&E) located at 5835 Peachtree Corners East Suite A, Norcross, GA 30092, beginning on March 25, 2021. OFCCP found that Contractor 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/or the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. § 4212 (VEVRAA)] and their respective implementing regulations at 41 CFR Chapter 60-2, 41 CFR Chapter 60-300, and 41 CFR Chapter 60-741.

OFCCP notified GCE of the specific violations and the corrective actions required in a Notice of Violation (NOV) issued on August 12, 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 GC&E 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 GC&E'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 GC&E 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 GC&E'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. GC&E 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 GC&E 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.

GC&E Systems Group LLC
Conciliation Agreement

4. Contractor and OFCCP agree that any release of claims required by this Agreement will only pertain to claims under E.O. 11246, Section 503, and/or VEVRAA.
5. GC&E 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.
6. The parties understand the terms of this Agreement and enter into it voluntarily.
7. 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.
8. This Agreement becomes effective on the day it is signed by the District Director Sybil Shy-Demmons.
9. If one or more provisions of this Agreement is deemed unlawful or unenforceable, the remaining provisions will remain in full force and effect.
10. This Agreement will expire sixty (60) days after GC&E submits its final progress report required in Section IV, below, unless OFCCP notifies GC&E in writing before the expiration date that GC&E 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 GC&E has met all of its obligations under the Agreement.
11. If Contractor 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 GC&E a written notice stating the alleged violations and summarizing any supporting evidence.
 - ii. The GC&E 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 GC&E 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 GC&E, 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. GC&E 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.
- 12. GC&E 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.
- 13. OFCCP may seek enforcement of this Agreement itself and is not required to present proof of any underlying violations resolved by this Agreement.
- 14. 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.
- 15. Each party shall bear its own fees and expenses with respect to this matter.
- 16. 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.
- 17. 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 December 17, 2018, through December 31, 2020, GC&E Systems Group, LLC failed to keep and preserve complete and accurate personnel and employment records, in violation of 41 CFR 60-1.12(a) and (e); maintain and/or have available records showing where possible, the gender, race, and ethnicity of each applicant or Internet Applicant as required by 41 CFR 60-1.12(c). Specifically, GC&E Systems Group, LLC failed to report the accurate number of hires and applicants; failed to maintain applicant data for hires and non-hires or other general personnel or employment records; and failed to keep the records for a period of not less than two years from the date of the making of the record or the personnel action, which ever occurred later.

REMEDY: GC&E Systems Group, LLC 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 GC&E Systems Group, LLC 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); maintain its current AAP and documentation of its good faith efforts, as required by 41 CFR 60-1.12(b); preserve its AAP and documentation of good faith effort for the immediately preceding AAP year, as required by 41 CFR 60-1.12(b); maintain and/or have available records showing 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).

2. **VIOLATION:** During the period December 17, 2018, through December 31, 2020, GC&E Systems Group, LLC 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, GC&E Systems, LLC failed to evaluate whether there were selection disparities in personnel activity for applicant flow and hires; failed to evaluate whether the selection, recruitment, referral, and other personnel procedures resulted in disparities in the employment or advancement of minorities or women.

REMEDY: GC&E Systems Group, LLC 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, GC&E Systems Group, LLC will evaluate personnel activity (applicant flow, hires, terminations, promotions, and other personnel actions) to determine whether there are selection disparities); evaluate the selection, recruitment, referral, and other personnel procedures to determine whether they result in disparities in the employment or advancement of minorities and women; and any other areas that might impact the success of the affirmative action program.

3. **VIOLATION:** During the period December 17, 2018, through December 31, 2020, GC&E Systems Group, LLC failed to develop and execute action-oriented programs designed to correct any problem areas identified pursuant to 41 CFR 60-2.17(b) and to attain established goals and objectives, as required by 41 CFR 60-2.17(c).

REMEDY: GC&E Systems Group, LLC will develop and execute action-oriented programs designed to correct any problem areas identified pursuant to 41 CFR 60-2.17(b) and to attain established goals and objectives, as required by 41 CFR 60-2.17(c).

4. **VIOLATION:** During the period December 17, 2018, through December 31, 2020, GC&E Systems Group, LLC failed to develop and implement an internal audit and reporting system that periodically measures the effectiveness of its total affirmative action program, as required by 41 CFR 60-2.17(d). Specifically, GC&E Systems Group, LLC failed to develop and implement an internal audit and reporting system that monitor records of applicant flow and hiring activity.

REMEDY: GC&E Systems Group, LLC will develop and implement an internal audit and reporting system that periodically measures the effectiveness of its total affirmative action program, as required by 41 CFR 60-2.17(d). Specifically, GC&E Systems Group, LLC will monitor records of all personnel activity including referrals, placements, transfers, promotions, terminations, and compensation, at all levels to ensure the nondiscriminatory policy is carried out; require internal reporting on a scheduled basis as to the degree to which equal employment opportunity and organizational objectives are attained; review report results with all levels of management; and advise top management of program effectiveness and submit recommendations to improve unsatisfactory performance.

5. **VIOLATION:** During the period December 17, 2018, through December 31, 2020, GC&E Systems Group, LLC failed to document and maintain the required data pertaining to applicants and hires, in violation of 41 CFR 60-300.44(k).

REMEDY: GC&E Systems Group, LLC 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.

6. **VIOLATION:** During the period December 17, 2018, through December 31, 2020, GC&E Systems Group, LLC 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).

REMEDY: GC&E Systems Group, LLC will annually review its outreach and recruitment activities, assess their effectiveness, and document this review, in accordance with 41 CFR 60-741.44(f)(3). If GC&E Systems Group, LLC concludes that the totality of its efforts was not effective in identifying and recruiting qualified individuals with disabilities, it shall identify and implement alternative efforts listed in 41 CFR 60-741.44(f)(1) or (f)(2).

7. **VIOLATION:** During the period December 17, 2018, through December 31, 2020, GC&E Systems Group, LLC 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: GC&E Systems Group, LLC 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).

8. **VIOLATION:** During the period December 17, 2018, through December 31, 2020, GC&E Systems Group, LLC failed to document and maintain the required data pertaining to applicants and hires, in violation of 41 CFR 60-741.44(k).

REMEDY: GC&E Systems Group, LLC 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 number of applicants with disabilities hired; and The total number of applicants hired.

IV. OFCCP Monitoring Period

1. **Recordkeeping.** GC&E agrees to retain all records relevant to the violations 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. GC&E will retain the records until this Agreement expires or for the time period consistent with regulatory requirements, whichever is later.

2. **GC&E Reports.**

GC&E 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 March 31, 2023, covering the period of September 1, 2022, through March 1, 2023.

Documentation of GC&E's hiring and compensation policies, procedures, and/or practice; along with how the company trained all appropriate parties on the personnel activities listed above, data collection, completing personnel records timely, and maintaining records. The training should occur with officials who are involved in any personnel activity to include but not limited to individuals who process and review information, make decisions and approvals. The training documentation should include but is not limited to the following (a) training title, agenda, and dates, (b) name and job title of the Trainer, and (c) list of attendees, their job title, signature, and date.

Documentation of GC&E's available employment opportunities and applicant flow log that is commensurate with the job openings. Please include a statement on the company official that is responsible for maintaining the applicant flow log and the system GC&E uses to track the requested information below. The applicant flow log should include but is not limited to the following: (a) definition of each header column in the applicant flow log, (b) job listing date and location, job title, and position type (i.e., full-time, part-time, temporary, etc.), (c) applicant name and ID, (d) race, gender, disability, and/or veteran status, (e) how the applicant expressed interest (i.e., online, paper, etc.), (f) position applied for and hired into, (g) job group and EEO-1 code that's associated

with the job title, (h) disposition code and definition, and (i.) copies of employment applications, self-identification forms, and other personnel forms related to the selection process (i.e., interview documents, etc.).

A written statement of the Human Resource Information System (HRIS) GC&E use to maintain and preserve complete and accurate personnel and employment records for processes related but not limited to applicant, hiring, and compensation data. The written statement and submission should include but is not limited to the following (a) the name of the HRIS, (b) the HRIS implementation date and any costs associated with purchasing and ensuring the functionality of the system, (c) the official who will have oversight of the HRIS, (d) the personnel who will have access to the HRIS to their responsibility, (e) how the functionality of the HRIS will collect and maintain records for the personnel activities identified above, (f) copies of each function in the HRIS and its purpose, and (g) any limitation identified with the HRIS that will impact GC&E's ability to meet its recordkeeping obligation and perform in-depth analyses of its total employment process to determine whether and where impediments to equal employment opportunity exist.

A copy of the in-depth analyses conducted to evaluate personnel activity related to applicant flow and hires; and the compensation system to determine whether they result in disparities in the employment or advancement of minorities and women; and any other area that might impact the success of the affirmative action program. The in-depth analyses should include but is not limited to the following: (a) the factors GC&E used to conduct and evaluate the processes identified above and (b) the results and resolutions to any findings identified from the analyses conducted.

A written statement on how GC&E plans to develop and execute action-oriented programs to address problem areas pursuant to 41 CFR 60-2.17(b) and to attain established goals and objectives, as required by 41 CFR 60-2.17(c). The written statement should include but is not limited to the following: (a) a statement on how the changes differs from previously used procedures and (b) a statement on how the changes will exemplify the good faith efforts GC&E are required to demonstrate in efforts to remove identified barriers, expand employment opportunities, and produce measurable results.

Documentation of the internal audit and reporting system GC&E implemented to periodically measure the effectiveness of its total affirmative action program that monitors all personnel activity, including referrals, placements, transfers, promotions, terminations, and compensation, at all levels to ensure the nondiscriminatory policy is carried out; the schedule implemented for internal auditing that's designed to ensure equal employment opportunity and organizational objectives are attained, a review on the report results conducted with all levels of management; to include advising top management of program effectiveness and recommendations submitted to improve unsatisfactory performance.

Documentation of good faith efforts taken by GC&E to contact and build meaningful relationships with disability recruitment sources. The documentation should include but is not limited to the following (a) the recruitment sources contacted and organization type, (b) the person contacted to include the individuals name and job title, (c) date the contact was made and supporting documentation, (d) results from the contact (i.e. meeting, employment referrals, etc.), (e) documentation to support the recruitment effort, (f) review and assess the effectiveness of the outreach and recruitment activities, and (g) determine whether alternative efforts were implemented.

Documentation of GC&E's mid-year data collection analysis records for veterans and person with disabilities. The data collection analysis for veterans should include (a) the number of applicants who self-identified as protected veterans pursuant to 60-300.42(a), or who are otherwise known as protected veterans, (b) total number of job openings and total number of jobs filled, (c) total number of applicants for all jobs (d) number of protected veterans applicants hired, and (e) total number of applicants hired. The data collection analysis for individuals with disabilities should include (a) number of applicants who self-identified as individuals with disabilities or who are otherwise known to be individuals with disabilities, (b) total number of job openings and total number of jobs filled, (c) total number of applicants for all jobs, (d) number of applicants with disabilities hired, and (e) the number of applicants hired.

- b. Progress Report 2: Due on September 30, 2023, covering the period of March 2, 2023, through August 31, 2023.

Documentation of additional training conducted by GC&E with all appropriate parties on the personnel activities listed above, data collection, completing personnel records timely, and maintaining records. The training should occur with officials who are involved in any personnel activity to include but not limited to individuals who process and review information, make decisions and approvals. The training documentation should include but is not limited to the following (a) training title, agenda, and dates, (b) name and job title of the Trainer, and (c) list of the attendees, their title, signature, and date.

Documentation of GC&E's available employment opportunities and applicant flow log that is commensurate with the job openings. Please include a statement on the company official that is responsible for maintaining the applicant flow log and the system GC&E uses to track the requested information below. The applicant flow log should include but is not limited to the following: (a) definition of each header column in the applicant flow log, (b) job listing date and location, job title, and position type (i.e., full-time, part-time, temporary, etc.), (c) applicant name and ID, (d) race, gender, disability, and/or veteran status, (e) how the applicant expressed interest (i.e., online, paper, etc.), (f) position applied for and hired into, (g) job group and EEO-1 code that's associated with the job title, (h) disposition code and definition, and (i.) copies of employment applications, self-identification forms, and other personnel forms related to the selection process (i.e., interview documents, etc.).

GC&E Systems Group LLC
Conciliation Agreement

Documentation of GC&E current AAP action-oriented programs that were designed to correct any problem areas identified pursuant to 41 CFR 60-2.17(b) and to attain established goals and objectives, as required by 41 CFR 60-2.17(c).

Documentation of the internal audit and reporting system GC&E implemented to periodically measure the effectiveness of its total affirmative action program that monitors all personnel activity, including referrals, placements, transfers, promotions, terminations, and compensation, at all levels to ensure the nondiscriminatory policy is carried out; the schedule implemented for internal auditing that's designed to ensure equal employment opportunity and organizational objectives are attained, a review on the report results conducted with all levels of management; to include advising top management of program effectiveness and recommendations submitted to improve unsatisfactory performance.

Documentation of (a) GC&E's good faith efforts to recruit qualified individuals with disabilities for job vacancies, including contacts with and responses from all recruitment sources GC&E used, along with a report on the number of applicants hired, broken out by job group, job title and recruitment source, (b) a list containing all outreach and recruitment activities along with an assessment containing the criteria GC&E uses in its assessment evaluating whether each activity was effective or not in identifying and recruiting qualified individuals with disabilities, (c) an assessment of GC&E overall outreach and recruitment efforts and, if GC&E concludes that those overall efforts are not effective, what efforts GC&E gave taken in identifying and implementing alternative efforts.

Documentation of GC&E's annual year data collection analysis records for veterans and person with disabilities. The data collection analysis for veterans should include (a) the number of applicants who self-identified as protected veterans pursuant to 60-300.42(a), or who are otherwise known as protected veterans, (b) total number of job openings and total number of jobs filled, (c) total number of applicants for all jobs (d) number of protected veterans' applicants hired, and (e) total number of applicants hired. The data collection analysis for individuals with disabilities should include (a) number of applicants who self-identified as individuals with disabilities or who are otherwise known to be individuals with disabilities, (b) total number of job openings and total number of jobs filled, (c) total number of applicants for all jobs, (d) number of applicants with disabilities hired, and (e) the number of applicants hired.

GC&E will submit reports to Compliance Officer, (b) (6), (b) (7)(C) at (b) (6), (b) (7)(C)@dol.gov or Assistant District Director, Queena Villere at (b) (6), (b) (7)(C)@dol.gov. GC&E 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 GC&E provides in accordance with this Agreement are trade secrets, commercial, and/or financial in nature, and customarily kept private or closely-held, and the GC&E believes should remain confidential under Exemption 4 of the Freedom of Information Act (FOIA) in the event of a FOIA request, GC&E will provide such reports to OFCCP marked as "Confidential". In the event of a FOIA request, OFCCP will promptly notify GC&E of the FOIA

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

V. SIGNATURES

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

This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and GC&E Systems Group, LLC 5835 Peachtree Corners East Suite A, Norcross, GA 30092

Dennis E
Bristol:A010980
00000141C1DD
9A8D0000723F

Digitally signed by
Dennis E
Bristol:A0109800000014
1C1DD9A8D0000723F
Date: 2022.08.22
08:01:19 -04'00'

Dennis Bristol II
President
GC&E Systems Group LLC
Norcross, GA

DATE: 8/22/2022

SYBIL SHY
DEMMONS

Digitally signed by SYBIL SHY
DEMMONS
Date: 2022.08.22 16:30:29 -04'00'

Sybil Shy-Demmons
District Director-Atlanta
Southeast

DATE: _____

(b) (6), (b) (7)(C)
(b) (6), (b) (7)(C)
Compliance Officer – Atlanta
Southeast

DATE: _____