

CONCILIATION AGREEMENT
BETWEEN
THE U.S. DEPARTMENT OF LABOR
OFFICE OF FEDERAL CONTRACT COMPLIANCE PROGRAMS
AND
ISS ACTION, INC.
204 EAST MCKENZIE STREET, SUITE E6
PUNTA GORDA, FLORIDA 33050
OFCCP CASE NO. R00308935

I. Preliminary Statement

The Office of Federal Contract Compliance Programs (OFCCP) evaluated ISS Action, Inc. 201 Varick Street, New York, NY 10014 beginning on February 17, 2023. OFCCP found that ISS Action, Inc. failed to comply with Executive Order 11246, as amended (E.O. 11246), 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. 60-1.34, 41 C.F.R. 60-300.63, and 41 C.F.R. 60-741.63.

OFCCP notified ISS Action, Inc. of the specific violation(s) and the corrective action(s) required in a Notice of Violation (NOV) issued on August 9, 2023.

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 ISS Action, Inc. enters 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 ISS Action, Inc.'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 ISS Action, Inc. 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 ISS Action, Inc.'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. ISS Action, Inc. 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 ISS Action, Inc. 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. ISS Action, Inc. 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 Rubayyi Salaam.
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 ISS Action, Inc. submits its final progress report required in Section IV, below, unless OFCCP notifies ISS Action, Inc. in writing before the expiration date that ISS Action, Inc. 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 ISS Action, Inc. has met all its obligations under the Agreement.
10. If ISS Action, Inc. 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 ISS Action, Inc. a written notice stating the alleged violation(s) and summarizing any supporting evidence.
 - ii. The ISS Action, Inc. 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 ISS Action, Inc. 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 ISS Action, Inc. 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. ISS Action, Inc. may be subject to the sanctions set forth in 41 C.F.R. 60-1.34, 41 C.F.R. 60-300.63, and 41 C.F.R. 60-741.63, and/or other appropriate relief for violating this Agreement.
11. ISS Action, Inc. 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 review period of February 17, 2021 through December 31, 2022, ISS Action, Inc. failed to establish minority and female placement goals, as required by 41 CFR 60-2.16. Specifically, ISS Action, Inc. failed to establish a percentage annual placement goal at least equal to the availability figure derived for women and minorities as required by 41 CFR 60-2.16(c).

REMEDY: ISS Action, Inc. will establish placement goals for minorities and females for each job group included in their Affirmative Action Programs., as required by 41 CFR 60-2.10(b)(1)(vi) and 41 CFR 60-2.16. Should ISS Action, Inc. reopen its 201 Varick Street location they will ensure compliance with the above mentioned regulatory requirements.

2. **VIOLATION:** During the review period February 17, 2021 through December 31, 2022, ISS Action, Inc. failed to keep and preserve complete and accurate personnel and employment records, in violation of 41 CFR 60-1.12(a) and (e); maintain its current AAP and documentation of its good faith effort, 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 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 required by 41 CFR 60-1.12(c). Specifically, ISS Action, Inc. failed to keep applicant, testing, interview, hiring or other general personnel or employment records; failed to keep the records for a period of not less than one to two years from the date of the making of the record or the personnel action, which ever occurred later.

REMEDY: ISS Action, Inc. 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 ISS Action, Inc. 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 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). Should ISS Action, Inc. reopen its 201 Varick Street location they will ensure compliance with the above mentioned regulatory requirements.

3. **VIOLATION:** During the review period of February 17, 2021 through December 31, 2022, ISS Action, Inc.'s Section 503 AAP failed to include all the required contents, as required by 41 CFR 60-741.44. Specifically, ISS Action, Inc.'s AAP failed to include the external EEO policy dissemination, outreach, and positive recruitment element described in 41 CFR 60-741.44(f).

REMEDY: ISS Action, Inc. will include the internal EEO policy dissemination, outreach, and positive recruitment elements described in 41 CFR 60-741.44(f) in its Section 503 AAP, as required by 41 CFR 60-741.44. Should ISS Action, Inc. reopen its 201 Varick Street location they will ensure compliance with the above mentioned regulatory requirements.

4. **VIOLATION:** During the period February 17, 2021 through December 31, 2022, ISS Action, Inc. 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: ISS Action, Inc. 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 ISS Action, Inc. concludes that the totality of its efforts were 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) (2). Should ISS Action, Inc. reopen its 201 Varick Street location they will ensure compliance with the above mentioned regulation.

- 5. VIOLATION:** During the review period February 17, 2021 through December 31, 2022, ISS Action, Inc. failed to document and maintain the required data pertaining to applicants and hires, in violation of 41 CFR 60-741.44(k); documented, but failed to maintain the required data pertaining to applicants and hires, in violation of 41 CFR 60-741.44(k).

REMEDY: ISS Action, Inc. 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. Should ISS Action, Inc. reopen its 201 Varick Street location they will ensure compliance with the above mentioned regulatory requirements.

- 6. VIOLATION:** During the review period February 17, 2021 through December 31, 2022, ISS Action, Inc. failed to undertake appropriate outreach and positive recruitment activities that were reasonably designed to effectively recruit protected veterans, in violation of 41 CFR 60-300.44(f)(1)(i).

REMEDY: ISS Action, Inc. will undertake appropriate external outreach and positive recruitment activities that are reasonably designed to effectively recruit protected veterans, such as those described at 41 CFR 60-300.44(f)(2). Should ISS Action, Inc. reopen its 201 Varick Street location they will ensure compliance with the above mentioned regulatory requirements.

- 7. VIOLATION:** During the review period February 17, 2021 through December 31, 2022, ISS Action, Inc. 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).

REMEDY: ISS Action, Inc. will annually review its outreach and recruitment activities, assess their effectiveness, and document this review, in accordance with 41 CFR 60-300.44(f)(3). If ISS Action, Inc. concludes that the totality of its efforts were not effective in identifying and recruiting qualified protected veterans, it shall identify and implement alternative efforts listed in 41 CFR 60-300.44(f)(1) or (f)(2). Should ISS Action, Inc. reopen its 201 Varick Street location they will ensure compliance with the above mentioned regulatory requirements.

8. **VIOLATION:** During the review period February 17, 2021 through December 31, 2022, ISS Action, Inc. failed to document and maintain the required data pertaining to applicants and hires, in violation of 41 CFR 60-300.44(k); documented, but failed to maintain the required data pertaining to applicants and hires, in violation of 41 CFR 60-300.44(k).

REMEDY: ISS Action, Inc. 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. Should ISS Action, Inc. reopen its 201 Varick Street location they will ensure compliance with the above mentioned regulatory requirements.

9. **VIOLATION:** During the period February 17, 2021 through December 31, 2022, ISS Action, Inc. failed to immediately list all employment openings with either the state workforce agency job bank or a local employment service delivery system serving the location where the openings occurred in violation of 41 CFR 60-300.5(a)2-6.

REMEDY: ISS Action, Inc. will list all employment openings as they occur with an appropriate employment service delivery system (ESDS) (either the state workforce agency job bank or a local ESDS) where the openings occur, in a manner and format that will allow the ESDS to provide priority referrals of protected veterans to ISS Action, Inc., as required by 41 CFR 60-300.5(a)2-6. With its initial listing, and as subsequently needed to update the information, ISS Action, Inc. must also advise the employment service delivery system that it is a federal contractor that desires priority referrals of protected veterans for job openings at all locations within the state, and provide the employment service delivery system with the name and address of each of its hiring locations within the state and the contact information for the contractor official responsible for hiring at each location, in accordance with 41 CFR 60-300.5(a)4. Should any of the information in

the disclosures change since it was last reported to the ESDS, ISS Action, Inc. shall provide updated information simultaneously with its next job listing. Should ISS Action, Inc. reopen its 201 Varick Street location they will ensure compliance with the above mentioned regulatory requirements.

IV. Recordkeeping, Reporting, and OFCCP Monitoring Period

1. **Recordkeeping.** ISS Action, Inc. 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. ISS Action, Inc. will retain the records until this Agreement expires or for the time period consistent with regulatory requirements, whichever is later.
2. **Contractor Reports.**
 - a. In order for OFCCP to monitor ISS Action, Inc.'s progress toward fulfilling the provisions of this Agreement, and to ensure that the above violations will not recur, if ISS Action, Inc. reopens its facility located at 201 Varick Street, New York, NY 10014 at any time while this Agreement is in effect, ISS Action, Inc. will submit its updated 41 CFR 60-1.40, 41 CFR 60-300.40, and 41 CFR 60-741.40, AAP(s) and support data within 30 days of reopening.

ISS Action, Inc. will send the AAPs to:

U.S. Department of Labor
Office of Federal Contract Compliance Programs
New York District Office
26 Federal Plaza, Room 36-116
New York, NY 10278
Attn: Compliance Officer (b) (7)(C)

- b. If ISS Action, Inc. reopens its facility at any time while this Agreement is in effect ISS Action, Inc. agrees to retain records pertinent to the violations resolved in Part III above, and to the AAP(s) submitted in compliance with Paragraph 2(a) in this section, above. The records will be retained until the expiration of this Agreement or consistent with regulatory requirements, whichever is later.
- c. ISS Action, Inc. agrees to furnish OFCCP with the following reports during a one-year Monitoring Period. The two reports submitted will contain the following documentation specified according to the dates outlined below:
 - i. Progress Report 1: Due on June 30, 2024, and will cover the period of December 1, 2023 to May 31, 2024;

- ii. Progress Report 2: Due on December 31, 2024, and will cover the period of June 1, 2024, to November 30, 2024;
 - iii. ISS Action, Inc. must certify that it has not entered any federal contracts that provide services at 201 Varick Street, New York, NY 10014 or otherwise relate to this establishment; and
 - vi. ISS Action, Inc. must certify that it is a federal contractor as it relates to establishments *other than* 201 Varick Street, New York, NY 10014 and therefore must comply with Executive Order 11246, as amended (E.O. 11246), 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. 60-1, 60-2, 60-3, 60-20, 60-30, 60-40, 60-50; C.F.R. 60-300; and 41 C.F.R. 60-741.
- d. ISS Action, Inc. will submit reports to Compliance Officer (b) (7)(C) @dol.gov, or 26 Federal Plaza RM 36-116 New York, NY 10278. ISS Action, Inc. 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 ISS Action, Inc. provides in accordance with this Agreement are trade secrets, commercial, and/or financial in nature, and customarily kept private or closely-held, and the ISS Action, Inc. believes should remain confidential under Exemption 4 of the Freedom of Information Act (FOIA) in the event of a FOIA request, ISS Action, Inc. will provide such reports to OFCCP marked as "Confidential". In the event of a FOIA request, OFCCP will promptly notify ISS Action, Inc. of the FOIA request and provide ISS Action, Inc. an opportunity to object to disclosure. OFCCP will withhold disclosure of such reports to the maximum extent allowable by law.
- e. **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 ISS Action, Inc.'s final progress report as set forth in Section II, Paragraph 9 above. If OFCCP fails to notify ISS Action, Inc. in writing within sixty (60) days of the date of the final progress report that ISS Action, Inc. 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 ISS Action, Inc. within the allotted time that it has not fulfilled all its obligations, this Agreement is automatically extended until the date that OFCCP determines ISS Action, Inc. has met all its obligations under the Agreement.

V. SIGNATURES

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

This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and ISS Action, Inc., 204 East McKenzie Street, Suite E6, Punta Gorda, Florida 33950.

(b) (7)(C)

Pamela Newman
CEO
ISS Action, Inc.
Punta Gorda, Florida

DATE: 11/09/2023

(b) (7)(C)

Rubayyi Salaam
District Director
New York District Office & Caribbean Field Station

DATE: 11/13/23

(b) (7)(C)

Compliance Officer
New York District Office

DATE: 11/13/2023