



CONCILIATION AGREEMENT
BETWEEN
THE U.S. DEPARTMENT OF LABOR
OFFICE OF FEDERAL CONTRACT COMPLIANCE PROGRAMS
AND
LOOMIS ARMORED US LLC
701 KINGSLAND AVENUE
LYNDHURST, NJ 07071

OFCCP CASE NO: I00189707

PART I. PRELIMINARY STATEMENT

The Office of Federal Contract Compliance Programs ("OFCCP") investigated a complaint against Loomis Armored US LLC's facility located at 701 Kingsland Avenue, Lyndhurst, NJ ("Loomis") and found that Loomis was not in compliance with the Executive Order 11246, as amended ("E.O. 11246"). OFCCP notified Loomis of the specific violations found in a Notice of Results of Investigation issued on September 17, 2017. In the interest of resolving the violations without engaging in further legal proceedings and in exchange for the good and valuable consideration described in this document, OFCCP and Loomis enter this Conciliation Agreement and agree to all the terms stated below.

PART II. GENERAL TERMS AND CONDITIONS

1. In exchange for Loomis' fulfillment of all obligations in Parts III and IV of the Agreement, OFCCP agrees not to institute administrative or judicial enforcement proceedings under E.O. 11246 based on the violations described in more detail in Part III below. However, OFCCP has the right to initiate legal proceedings to enforce the Agreement itself or to correct and obtain relief for the violations described in Part III if Loomis violates this Agreement. Nothing in this Agreement precludes OFCCP from initiating enforcement proceedings based on future compliance evaluations or complaint investigations.
2. Loomis agrees that OFCCP may review 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 reports and documents requested.
3. Loomis understands that nothing in this Agreement relieves Loomis of its obligation to fully comply with the requirements of E.O. 11246, 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"), their implementing regulations, and other applicable equal employment laws.

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4. Loomis promises not to harass, intimidate, threaten, discriminate, or otherwise retaliate against any individual because the individual: benefits from this Agreement, files a complaint or participates in any investigation or proceeding under E.O. 11246, Section 503, and/or VEVRAA, or engages in any activity listed at 41 C.F.R. § 60-1.32(a).
5. The parties understand the terms of this Agreement and enter into it voluntarily.
6. This document and its attachments contain the complete and final understanding of the parties with respect to the matters referenced herein. This Agreement contains all terms by which the parties are bound and it supersedes all prior written or oral negotiations and agreements. There will be no modifications or amendments to this Agreement unless they are in writing, signed by all parties.
7. If one or more provisions of this Agreement are rendered unlawful or unenforceable, the remaining provisions will remain in full force and effect.
8. This Agreement becomes effective on the day it is signed by the Regional Director of the Northeast Region (the "Effective Date").
9. This Agreement will expire sixty (60) days after Loomis submits the final progress report required in Part IV, below, unless OFCCP notifies Loomis in writing prior to the expiration date that Loomis has not fulfilled all of its obligations under the Agreement, in which case the Agreement is automatically extended until the date that OFCCP determines Loomis has met all of its obligations under the Agreement.
10. If Loomis violates this Conciliation Agreement,
 - A. The procedures set forth at 41 C.F.R. § 60-1.34 will govern:
 - 1) If OFCCP believes that Loomis violated any term of the Agreement while it was in effect, OFCCP will send Loomis a written notice stating the alleged violations and summarizing any supporting evidence.
 - 2) Loomis will have 15 days from receipt of such notice to demonstrate in writing that it has not violated the Conciliation Agreement, unless such a delay would result in irreparable injury to the employment rights of affected employees or applicants.
 - 3) If Loomis 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.
 - 4) OFCCP may seek enforcement of this Agreement itself and is not required to present proof of any underlying violations resolved by this Agreement.
 - B. Loomis may be subject to the sanctions set forth in Section 209 of the Executive Order

and/or other appropriate relief for violation of this Agreement.

11. This Agreement does not constitute an admission by Loomis of any violation of E.O. 11246, Section 503, VEVRAA, or other laws, nor has there been an adjudicated finding that Loomis violated any laws.

PART III. SPECIFIC VIOLATIONS AND REMEDIES

1. **VIOLATION**: OFCCP finds that Complainant was harassed based on (b) (6) race and subjected to a racially hostile work environment at Loomis. Specifically, OFCCP found that Complainant was subjected to harassment by (b) (6) supervisor and denied proper training in the Balance & Audit Clerk position. As a result of this harassment, OFCCP found that Complainant took a lower paying position causing (b) (6) to lose wages, in violation of 41 CFR 60-1.4(a) (1). Specifically, Complainant was paid \$2.48 per hour less when (b) (6) was constructively demoted from (b) (6) Balance & Audit Clerk position due to harassment based on race/ethnicity.

REMEDY: Loomis will pay back wages and interest to the Complainant and distribute the monetary settlement as indicated in this Agreement. The monetary settlement of \$18,602.33 is a lump sum amount that represents back pay in the amount of \$17,319.07 and interest in the amount of \$1,283.26. This amount, less legal deductions required by law, will be paid to the Complainant. Loomis will provide a W-2 form to the Complainant in the normal course of business when it prepares the W-2 forms for its employees for 2018. The Complainant shall receive an IRS Form W-2 for the back pay and an IRS Form 1099 for the interest amount.

Loomis will also send a Release of Claims under Executive Order 11246 to the Complainant (Attachment A) within 14 days of the Effective Date of this Agreement.

Loomis will disburse the monetary settlement to the Complainant within thirty (30) calendar days after receiving the executed Release of Claims under Executive Order 11246.

Further, Loomis will take the following corrective actions:

- a) Loomis will monitor its work environment for the presence of any forms of harassment, intimidation, or coercion, including but not limited to verbal and visual forms, at all sites and in all facilities at which Loomis' employees are assigned to work, take corrective action to eliminate them, and document the monitoring and the applicable corrective action(s) taken.
- b) Loomis will notify all employees of its non-tolerance of harassment, intimidation, and coercion at all sites and in all facilities at which Loomis employees are assigned to work and advise management and employees that disciplinary action will result if the policy is not followed.
- c) Loomis will identify and inform employees of the name, job title, and telephone number

of the Loomis official(s) for employees to contact to report and/or secure relief from harassment and/or hostile work environment.

- d) Loomis will provide training to all personnel on equal employment opportunity and on the identification and prevention of harassment based on gender, race, ethnicity, sexual orientation, gender identity, religion and/or national origin. Such training must be provided immediately and annually thereafter to ensure that the commitments made in Loomis' Affirmative Action Program are implemented.
- e) Loomis will in no way retaliate, harass, or engage in any form of reprisal or other adverse action against any of its employees based on or in retaliation for the terms of this corrective action.

2. **VIOLATION**: OFCCP finds that Complainant was denied a religious accommodation when [REDACTED] requested time off on Good Friday in order to observe that religious holiday. Specifically, Loomis did not make a good faith effort to offer a reasonable accommodation to Complainant, in violation of 41 CFR 60-50.3.

REMEDY: On October 30, 2017, Loomis provided OFCCP with documentation of its religious accommodation process, including the form used to request religious accommodation. Loomis will provide training to all personnel on its religious accommodation policy. Such training must be provided immediately and annually thereafter to ensure that the commitments made in Loomis' equal employment policy are implemented as required by 41 CFR 60-50.2.

PART IV. REPORTS REQUIRED

In order for OFCCP to monitor Loomis' progress toward fulfilling the provisions of this Agreement, Loomis will submit one (1) report. The report shall be due on July 16, 2018.

1. Loomis must submit the documents and progress report described below to:

U.S. Department of Labor
Office of Federal Contract Compliance Programs
Diamond Head Building
200 Sheffield Street, Suite 102
Mountainside, NJ 07092
ATTN: Compliance Officer [REDACTED]

The Report must contain the following:

- a. Documentation of the monetary relief provided to the Complainant as specified in Part III. The documentation should include a copy of the canceled check disbursed by Loomis to the Complainant or other equivalent documentation.

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- b. Evidence certifying that Loomis' Executive Order 11246 Anti-Harassment and Religious Accommodation Policies have been disseminated to all employees and informs them of the consequences for violation of the Policies.
 - c. Documentation of the training conducted for employees referred to in Part III above on equal employment opportunity and religious accommodation and on the identification and prevention of harassment based on gender, race, ethnicity, sexual orientation, gender identity, religion and/or national origin. The documentation should include the date(s) of the training, the name and job titles of each person who conducted and attended the training, the Agenda for the training, training materials, and cost of the training.
 - d. Evidence certifying that Loomis has identified and informed employees of the name, job title, and telephone number and/or email of the Loomis official whom employees can contact to report and/or secure relief regarding harassment.
 - e. Documentation of Loomis' monitoring of its work environment for the presence of any forms of harassment, intimidation, or coercion.
2. Loomis will retain all records and data pertinent to the violations resolved by this Agreement and/or used to prepare required reports until this Agreement expires or as long as required by OFCCP's regulations, whichever date occurs later.

PART V. SIGNATURES

This Conciliation Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and Loomis Armored US LLC., 701 Kingsland Avenue, Lyndhurst, NJ.

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

KATHY PERRY
Senior Vice President HR
Loomis Armored US LLC

DATE: 6/7/18

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

DIANA SEN
Region Director
OFCCP - Northeast Region

DATE: 6/8/18

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

PRANITA A. RAGHAVAN
District Director
New Jersey District Office
OFCCP - Northeast Region

Date: 6/7/18

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

KEVIN KOLLGAARD
Assistant District Director
New Jersey District Office
OFCCP - Northeast Region

Date: 6/7/18

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

Compliance Officer
New Jersey District Office
OFCCP - Northeast Region

Date: 6/7/18

ATTACHMENT A

RELEASE OF CLAIMS UNDER EXECUTIVE ORDER 11246

This Release of Claims under Executive Order 11246 ("Release") is a legal document. This document states that in return for Loomis Armored US LLC ("Loomis") paying you money, you agree that you will not file any lawsuit against Loomis for allegedly violating Executive Order 11246 in connection with your complaint. It also says that Loomis does not admit it violated any laws. This Release says you had sufficient time to look at the document, to talk with others about the document, including an attorney if you choose, and that no one pressured you into signing the document. Finally, it says that if you do not sign and return the document by a certain date, you will not receive any money.

In consideration of the payment of at least \$18,602.33 (less deduction required by law) by Loomis to me, which I agree is acceptable, I, _____, agree to the following:

Print name

I.

I hereby waive, release and forever discharge Loomis, its predecessors, successors, related entities, parents, subsidiaries, affiliates and organizations, and its and their shareholders, directors, officers, employees, agents, successors, and assigns, of and from any and all actions, causes of action, damages, liabilities, and claims arising out of or actionable under Executive Order 11246, as amended, which I or my representatives (heirs, executors, administrators, or assigns) have or may have which relate in any way to my complaint of racial harassment, constructive demotion, and denial of religious accommodation at any time through the effective date of this Release.

II.

I understand that Loomis denies that it treated me unlawfully or unfairly in any way and that Loomis entered into a Conciliation Agreement with the U.S. Department of Labor, Office of Federal Contract Compliance Programs ("OFCCP") and agreed to make the payment described above to resolve the matter without further legal proceedings. I further agree that the payment of the aforesaid sum by Loomis to me is not to be construed as an admission of any liability by Loomis.

III.

I declare that I have read this Release and that I have had a full opportunity to consider and understand its terms and to consult with my advisors and seek legal advice. I further declare that I have decided of my own free will to sign this Release.

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IV.

I understand that if I do not sign this Release and return it to Loomis **WITHIN 30 DAYS OF THE DATE THE ENVELOPE CONTAINING THIS RELEASE WAS POSTMARKED**, I will not be entitled to receive any payment (less deductions required by law) from Loomis.

IN WITNESS WHEREOF, I have signed this document on this day of
_____, 20____.

Signature