

Conciliation Agreement
Between the
U.S. Department of Labor Office of Federal Contract Compliance Programs
And
Cobo Center
One Washington Blvd.
Detroit, Michigan 48226

PART I: General Provisions

1. This Agreement is between the U.S. Department of Labor, Office of Federal Contract Compliance Programs (OFCCP), and Cobo Center (COBO), One Washington Blvd., Detroit, Michigan 48226.
2. The violations identified in this Agreement were found during a compliance evaluation of COBO which began on August 2, 2017 and were specified in a Notice of Violation that was issued on September 24, 2018. OFCCP alleges that COBO has violated Executive Order 11246, as amended (EO 11246), and the implementing regulations at 41 CFR Chapter 60 due to the specific violations cited in Part II below.
3. The provisions of this Agreement will become part of COBO's AAP. Subject of the performance by COBO of all promises and representations contained herein and in its AAP, all named violations in regard to the compliance of COBO with all OFCCP programs will be deemed resolved. However, COBO is advised that the commitments contained in this Agreement do not preclude future determinations of noncompliance based on a finding that the commitments are not sufficient to achieve compliance.
4. COBO 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, as may be relevant to the matter under investigation and pertinent to COBO's compliance. COBO shall permit access to its premises during normal business hours for these purposes.
5. Nothing herein is intended to relieve COBO from the obligation to comply with the requirements of EO 11246, Section 503 of the Rehabilitation Act of 1973, as amended (Section 503), and/or the Vietnam Veteran Readjustment Assistance Act of 1974, as amended (38 U.S.C. 4212) (VEVRAA), their implementing regulations, or any other equal employment statute or executive order or its implementing regulations.
6. COBO agrees that there will be no retaliation of any kind against any beneficiary of this Agreement or against any person who has provided information or assistance, or files a complaint, or who participates in any manner in any proceedings under EO 11246, Section 503 and/or VEVRAA.
7. This Agreement will be deemed to have been accepted by the Government on the date of signature by the District Director for OFCCP, unless the Regional Director or Director for

OFCCP indicates otherwise within 45 calendar days of the District Director's signature on this Agreement.

8. If at any time in the future, OFCCP believes that COBO has violated any portion of this Agreement during the term of this Agreement, COBO will be promptly notified of that fact in writing. This notification will include a statement of the facts and circumstances relied upon in forming that belief. In addition, the notification will provide COBO with 15 calendar days from receipt of the notification to respond in writing, except where OFCCP alleges that such a delay would result in irreparable injury.

Enforcement proceeding for violation of this Agreement may be initiated at any time after the 15-day period has elapsed or sooner, if irreparable injury is alleged, without issuing a Show Cause Notice.

Where OFCCP believes that COBO has violated this Conciliation Agreement, OFCCP may seek enforcement of this Agreement itself and shall not be required to present proof of the underlying violations resolved by this Agreement.

Liability for violations of this Agreement may subject COBO to sanctions set forth in Section 209 of the Executive Order and/or other appropriate relief.

PART II: Specific Provisions

1. **VIOLATION:** During the period of January 1, 2016 through the date the Conciliation Agreement is issued, COBO failed to identify in the personnel records it maintains:
 - (i) The gender, race and ethnicity of each employee; and
 - (ii) Where possible, the gender, race and ethnicity of each applicant or Internet Applicant as defined in 41 CFR 60-1.3, whichever is applicable to the particular position.

Specifically, COBO was unable to identify the gender, race and ethnicity of any applicants in Job Group 7. This is a violation of 41 CFR 60-1.12(c)(1)(i)(ii).

REMEDY: COBO will identify in its personnel records:

- (i) The gender, race and ethnicity of each employee; and
 - (ii) Where possible, the gender, race and ethnicity of each applicant or Internet Applicant as defined in 41 CFR 60-1.3, whichever is applicable to the particular position, pursuant to 41 CFR 60-1.12(c)(1)(i)(ii).
2. **VIOLATION:** During the period of January 1, 2016 through the date the Conciliation Agreement is issued, COBO failed to perform in-depth analyses of its total employment process to determine whether and where impediments to equal employment opportunity exist. Specifically, because COBO failed to maintain records identifying the gender, race and ethnicity of any applicants in Job Group 7, it was unable to perform in-depth analysis of its total employment process to determine whether and where impediments to equal employment opportunity exist. This is a violation of 41 CFR 60-2.17(b).

REMEDY: COBO will perform in-depth analyses of its total employment process to determine whether and where impediments to equal employment opportunity exist. COBO will evaluate:

- a) The workforce by organizational unit and job group to determine whether there are problems of minority or female utilization;
- b) Personnel activity, specifically applicant flow, hires, terminations, promotions, and other personnel actions to determine whether there are selection disparities;
- c) Compensation system(s) to determine whether there are gender-, race- or ethnicity-based disparities;
- d) Selection, recruitment, referral, and other personnel procedures to determine whether they result in disparities in the employment or advancement of minorities or women; and
- e) Any other areas that might impact the success of the affirmative action program.

COBO must perform these analyses annually and incorporate them into its current and future AAPs.

COBO commits that the above violations will not recur.

PART III: Reporting

1. COBO agrees to retain records pertinent to the violations cited in Part II above, and to the reports submitted in compliance with Paragraph 2, below. These records shall include data and information underlying the required reports, specifically; but not limited to all applications and personnel records. The records will be retained until the expiration of this Agreement or consistent with regulatory requirements, whichever is later.
2. COBO agrees to furnish the OFCCP Detroit District Office located at 211 W. Fort St., Suite 1320, Detroit, Michigan, 48226 with two (2) progress reports. The first report shall be due no later than May 15, 2019, and will cover the six-month period from November 1, 2018 through April 30, 2019. The second report shall be due no later than November 15, 2019, and will cover the six-month period from May 1, 2019 through October 31, 2019.

Both reports shall include the following:

1. Copies of records that identify where possible, the gender, race, and ethnicity of each applicant or Internet Applicant as defined in 41 CFR 60-1.3, whichever is applicable to the particular position.
2. For each job group, include a numerical summary of all applicants during the relevant review period, including the number of total applicants, male applicants, female applicants, non-minority applicants, and minority applicants delineated by race.

3. A listing of all employment vacancies that occurred during the relevant period, including the following information: job title; internal employment vacancy requisition-number, or equivalent, if applicable; and the date the position was made available for applicants.

TERMINATION DATE: This Agreement will expire 90 days after the OFCCP receives the reports required in Part III above or on the date that the District Director gives notice to COBO that COBO has satisfied its reporting requirements, whichever occurs earlier, unless the OFCCP notifies COBO in writing prior to the end of the 90-day period that COBO has not satisfied its reporting requirements pursuant to this Agreement.

INTEGRATION CLAUSE: This Agreement represents the full Agreement between COBO and the OFCCP and this Agreement supersedes any other agreements, oral or written. In signing this Agreement, neither COBO nor the OFCCP relies upon any promise, representation of fact or law, or other inducement that is not expressed in this Agreement. This Agreement may be modified only by written agreement of the Parties affected and may not be modified by any oral agreement.

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PART IV: Signatures

This Conciliation Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and Cobo Center, One Washington Blvd., Detroit, Michigan, 48226.

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

Claude Molinari
General Manager
Cobo Center
Detroit, Michigan

DATE: 10/2/18

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

Compliance Officer
Detroit District Office
Midwest Region

DATE: 10/4/18

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

Phyllis Lipkin
District Director
Detroit District Office
Midwest Region

DATE: 10/4/18