

**CONCILIATION AGREEMENT  
BETWEEN  
THE U. S. DEPARTMENT OF LABOR  
OFFICE OF FEDERAL CONTRACT COMPLIANCE PROGRAMS  
AND  
CARGILL MEAT SOLUTIONS CORPORATION  
135 HUFFMAN DRIVE  
DAYTON, VIRGINIA 22821**

**PART I: GENERAL PROVISIONS**

1. This Agreement is between the U.S. Department of Labor, Office of Federal Contract Compliance Programs (OFCCP), and Cargill Meat Solutions Corporation, 135 Huffman Drive, Dayton, Virginia 22821 (hereinafter Cargill).
2. The violations identified in this Agreement were found during a compliance evaluation of Cargill which began on June 6, 2016, and they were specified in a Notice of Violation that was issued on April 24, 2018. OFCCP alleges that Cargill has violated Executive Order 11246, as amended, and implementing regulations at 41 CFR Chapter 60 due to the specific violations cited in Part II below.
3. This Agreement does not constitute an admission by Cargill of any violation of Executive Order 11246, as amended, and the implementing regulations.
4. The provisions of this Agreement will become part of Cargill's Affirmative Action Program (AAP). Subject to the performance by Cargill of all promises and representations contained herein and in its AAP, all named violations in regard to the compliance of Cargill with all OFCCP programs will be deemed resolved. However, Cargill 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.
5. Cargill 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 Cargill's compliance. Cargill shall permit access to its premises during normal business hours for these purposes.
6. Nothing herein is intended to relieve Cargill from the obligation to comply with the requirements of Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, and/or the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended (38 U.S.C. 4212), their implementing regulations, or any other equal employment statute or executive order or its implementing regulations.

7. Cargill 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 who files a complaint, or who participates in any manner in any proceedings under Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, and/or the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended (38 U.S.C. 4212).
8. This Agreement will be deemed to have been accepted by the Government on the date of the signature by the District Director for OFCCP.
9. If at any time in the future, OFCCP believes that Cargill has violated any portion of this Agreement during the term of this Agreement, Cargill 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 Cargill 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 proceedings 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 Cargill 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 violation of this Agreement may subject Cargill to sanctions set forth in Section 209 of the Executive Order and/or other appropriate relief.

## **PART II: SPECIFIC PROVISIONS**

**VIOLATION:** During the period August 1, 2014 through January 31, 2016, Cargill failed to preserve and maintain all personnel and employment records for a period of not less than two years from the date of the making of the record or the personnel action involved, whichever occurred later, in violation of 41 CFR 60-1.12(a), 60-1.12(c), and 60-1.12(e). Specifically, Cargill failed to maintain accurate and complete records of all promotions. When records were requested to review the promotions, some were either inaccurate and/or missing. An accurate accounting of the number of promotions was not maintained, and the number of reported promotions that occurred during the review period was altered multiple times.



**REMEDY:** Effectively immediately, Cargill will preserve and maintain accurate and complete records of all promotions as required by 41 CFR 60-1.12. Cargill has already begun to implement steps to address this, including moving bids to the electronic system and discontinuing the use of the paper transfer book, simplifying the definition of "promotion" to change in position (as opposed to job group) accompanied by an increase in pay, and training supervisors and human resources on the bidding process.

### **PART III: REPORTING REQUIREMENTS**

1. Cargill agrees to retain records pertinent to the violation cited in Part II above, and to the report submitted in compliance with Part III, Paragraph 2 below. The records will be retained until the expiration of this Agreement or consistent with regulatory requirements, whichever is later.
2. In order for OFCCP to monitor Cargill's progress towards fulfilling the provisions of this Agreement, Cargill agrees to submit one report. This report shall be due no later than August 31, 2019, and shall cover the period from August 1, 2018 through July 31, 2019.

Cargill will send the progress report to Tom G. Wells, District Director, OFCCP/Baltimore District Office, via Secure File Transfer.

The report will include the following documentation pertinent to promotion activity during the reporting period:

- a) The Job Group Analysis from the beginning of the reporting period;
  - b) A log of promotions from Job Group 8 that includes employee identification number and applicants for the promotions. The log(s) of promotions and applicants for promotion should include, but not be limited to, employee name or identification number, gender, race, ethnicity (Hispanic or non-Hispanic), date of promotion, job title before and after promotion (as applicable), department before and after promotion (as applicable), position applying for, department applying for, and promotion listing/posting date;
  - c) Legible selection grids (in which employee names will be redacted and replaced with employee identification numbers) for all promotions, where applicable.
3. This Conciliation Agreement shall remain in effect until the review and acceptance by OFCCP of Cargill's final progress report.

**TERMINATION DATE:** This Conciliation Agreement shall remain in full force and effect until sixty (60) days following Cargill's submission of the report unless OFCCP notifies Cargill in writing prior to the expiration date that Cargill has not fulfilled all of its obligations under the Agreement, in which case the Agreement is automatically extended until the date that OFCCP determines Cargill has met all of its obligations under the Agreement.

**INTEGRATION CLAUSE:** This Agreement represents the full Agreement between Cargill and OFCCP and this Agreement supersedes any other agreements, oral or written. In signing this Agreement, neither Cargill 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.

**PART IV: SIGNATURES**

This Conciliation Agreement is hereby executed by and between the U.S. Department of Labor/  
Office of Federal Contract Compliance Programs and Cargill Meat Solutions Corporation, 135  
Huffman Drive, Dayton, Virginia 22821.

11/26/2018  
DATE

11/28/18  
DATE

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

Andrew Friedman  
Plant General Manager  
Cargill Meat Solutions Corporation  
Dayton, VA

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

Compliance Officer  
OFCCP/Baltimore District Office

11/28/2018  
DATE

November 28, 2018  
DATE

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

Tanya R. Bennett  
Assistant District Director  
OFCCP/Baltimore District Office

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

Tom G. Wells  
District Director  
OFCCP/Baltimore District Office