

CONCILIATION AGREEMENT
BETWEEN
THE U.S. DEPARTMENT OF LABOR
OFFICE OF FEDERAL CONTRACT COMPLIANCE PROGRAMS
AND
GARDA CL GREAT LAKES, INC.
2100 W. 21 STREET
BROADVIEW, IL 60155
(R00207615)

PART I: GENERAL PROVISIONS

1. This Agreement is between the Office of Federal Contract Compliance Programs (hereinafter OFCCP) and Garda CL Great Lakes, Inc. (hereinafter "Garda") with reference to the compliance evaluation at Garda's facility located at 2100 W. 21 Street in Broadview, IL (hereinafter the "Broadview Facility").
2. The violations identified in this Agreement were found during a compliance evaluation of the Broadview Facility that began on May 23, 2018, and were specified in a Notice of Violations issued on March 18, 2019. OFCCP alleges that Garda has violated Executive Order 11246, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 USC 4212), as amended, Section 503 of the Rehabilitation Act of 1973, as amended, and the 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 Garda of any violation of Executive Order 11246, VEVRAA, or Section 503, as amended, and the implementing regulations.
4. The provisions of this Agreement will become part of the Broadview Facility's Affirmative Action Program (AAP). Subject to the performance by Garda of all promises and representations contained herein and in its AAP, all named violations in regard to the compliance of Garda with all OFCCP programs at the Broadview Facility will be deemed resolved. However, Garda 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. Garda agrees that OFCCP may review compliance with this Agreement. As part of such 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 Garda's compliance. Garda shall permit access to the Broadview Facility during normal business hours for these purposes.
6. Nothing herein is intended to relieve Garda from the obligation to comply with the requirements of Executive Order 11246, as amended, and/or 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), and implementing regulations, or any other equal employment statute or executive order or its implementing regulations.

7. Garda 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, and/or 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 becomes effective on the day it is signed by the District Director for OFCCP (the "Effective Date").
9. If, at any time in the future, OFCCP believes that Garda has violated any portion of this Agreement during the term of this Agreement, Garda 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 Garda with 15 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 Garda has violated this Conciliation Agreement, OFCCP may seek enforcement of this Agreement itself and shall not be required to present proof of the underlying violation resolved by this Agreement.

Liability for violation of this Agreement may subject Garda to sanctions set forth in Section 209 of the Executive Order, 41 CFR 60-300.65 and .66 and/or 41CFR 741.65 and .66 and other appropriate relief.

PART II: SPECIFIC PROVISIONS

1. **VIOLATION:** During the period October 1, 2016, through September 30, 2018, Garda failed to preserve complete and accurate records as required in violation of 41 CFR 60-1.12(a) at the Broadview Facility. Specifically, Garda utilized Taleo, a cloud-based software for recruitment purposes. Garda stopped using Taleo during 2017 and does not have access to all of its archived data including EEO information of applicants. This resulted in a large percentage of applicants at the Broadview Facility being listed as race missing or unknown on the applicant data.

REMEDY: Garda will preserve all personnel or employment records made at the Broadview Facility for a period of not less than two years from the data of the making of the record or the personnel action involved, whichever occurs later in accordance with 41 CFR 60-1.12(a).

2. **VIOLATION:** During the time period from October 1, 2016, through September 30, 2017, Garda failed to immediately list all employment openings at the Broadview Facility 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: Garda will list all employment openings as they occur at the Broadview Facility with the appropriate Illinois employment service delivery system (ESDS) (either the state workforce agency job bank or a local ESDS), in a manner and format that will allow the ESDS to provide priority referrals of protected veterans to Garda's Broadview Facility, as required by 41 CFR 60-300.5(a)2-6. With its initial listing, and as subsequently needed to update the information, Garda's Broadview Facility will also advise the Illinois employment service delivery system that it is a federal contractor that desires priority referrals of protected veterans for job openings at the Broadview Facility, and provide the employment service delivery system with the name and address of the Broadview Facility and the contact information for the contractor official responsible for hiring at the Broadview Facility, 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, Garda will provide updated information simultaneously with its next job listing.

3. **VIOLATION:** Since at least October 1, 2016, Garda failed to file annually, on or before September 30, complete and accurate reports for the Broadview Facility on Standard Form 100 (EEO-1) in violation of 41 CFR 60-1.7(a).

REMEDY: Garda will file annually, on or before the deadline established by the EEOC, complete and accurate reports for the Broadview Facility on Standard Form 100 (EEO-1), in accordance with 41 CFR 60-1.7(a).

4. **VIOLATION:** From October 1, 2016, to September 30, 2018, Garda failed to prepare and maintain an AAP for protected veterans at the Broadview Facility, in violation of 41 CFR 60300.40(b). Accordingly, Garda failed to comply with any of its AAP obligations set forth in Subpart C of the regulations, 41 CFR 60-300.40-45.

REMEDY: Garda will prepare and maintain an AAP for protected veterans for the Broadview Facility. The AAP shall set forth Garda's policies and procedures in accordance with 41 CFR 60-300.40-45. This AAP may be integrated into or kept separate from other AAPs. Garda shall review and update annually its AAP pursuant to 41 CFR 60-300.40(c), and must comply with all obligations set forth in Subpart C of the regulations, 41 CFR 60-300.40-45.

5. **VIOLATION:** From October 1, 2016, to September 30, 2018, Garda failed to prepare and maintain an AAP for qualified individuals with disabilities at the Broadview Facility, in violation of 41 CFR 60-741.40(b). Accordingly, Garda failed to comply with any of its AAP obligations set forth in Subpart C of the regulations, 41 CFR 60-741.40-45.

REMEDY: Garda will prepare and maintain an AAP for qualified individuals with disabilities at the Broadview Facility. The AAP shall set forth Garda's policies and procedures in accordance with 41 CFR 60-741.40-45. This AAP may be integrated into or kept separate from

other AAPs. Garda shall review and update annually its AAP pursuant to 41 CFR 60-741.40(c), and must comply with all obligations set forth in Subpart C of the regulations, 41 CFR 60-741.40-45.

PART III: REPORTING

1. Garda will retain records pertinent to violations cited in Part II above, and to the reports submitted in compliance with Paragraph 2 below. These records shall include data and/or information underlying the required reports, specifically, but not limited to all applications, personnel records and analyses required to remedy the violations. These records will be retained until the expiration of the Agreement or consistent with regulatory requirements, whichever is later.
2. Garda agrees to furnish the OFCCP Chicago District Office, 230 S. Dearborn Street, Suite 434, Chicago, IL 60604 with the following two reports:

<u>Report</u>	<u>Due Date</u>	<u>Covered Period</u>
Report 1	September 16, 2019	April 1, 2019 — August 31, 2019
Report 2	December 16, 2019	October 1, 2018 — November 30, 2019

Report 1 shall contain the following:

- a. Copy of the current VEVRAA AAP for the Broadview Facility. This information is to include the following:
 - 1) Results of the evaluation of the effectiveness of outreach and recruitment efforts that were intended to identify and recruit qualified protected veterans as described in 41 CFR § 60-300.44(f).
 - 2) Documentation of all actions taken to comply with the audit and reporting system requirements described in 41 CFR § 60-300.44(h).
 - 3) Documentation of the computations or comparisons described in 41 CFR § 60-300.44(k) for the immediately preceding AAP year and, if you are six months or more into your current AAP year when you receive this listing, provide the information for at least the first six months of the current AAP year.
 - 4) Documentation of the hiring benchmark adopted, the methodology used to establish it if using the five factors described in § 60-300.45(b)(2). If you are six months or more into your current AAP year on the date you receive this listing, please also submit current year hiring data to measure against your benchmark.
- b. Copy of the current Section 503 AAP for the Broadview Facility. This information is to include the following:

- 1) Results of the evaluation of the effectiveness of outreach and recruitment efforts that were intended to identify and recruit qualified individuals with disabilities as described in 41 CFR § 60-741.44(f).
- 2) Documentation of all actions taken to comply with the audit and reporting system requirements described in 41 CFR § 60-741.44(h).
- 3) Documentation of the computations or comparisons described in 41 CFR § 60-741.44(k) for the immediately preceding AAP year and, if you are six months or more into your current AAP year when you receive this listing, provide the information for at least the first six months of the current AAP year.
- 4) The utilization analysis evaluating the representation of individual with disabilities in each job group, or, if appropriate, evaluating the representation of individuals with disabilities in the workforce as a whole, as provided in 41 CFR § 60-741.45. If you are six months or more into your current AAP year on the date you receive this listing, please also submit information that reflects current year progress.

Report 2 shall contain the following:

- a. For each job group and job title at the Broadview Facility, the total number of applicants and the total number of hires, as well as the number of African-American/Black, Asian/Pacific Islander, Hispanic, American Indian/Alaskan Native, White, and the number of female and male applicants and hires. For each job group and job title the total number of applicants for whom race and/or sex is not known should be included in the data submitted.
- b. A list of all the vacancies that occurred at the Broadview Facility and documentation of the listings that were provided to the Illinois employment services delivery system (ESDS). The report shall also contain documentation that with its initial listing with the ESDS, Garda advised the ESDS that it is a federal contractor and desires priority referrals, and provided the ESDS with the name and address of the Broadview Facility and the contract information for the official responsible for hiring at the Broadview Facility.
- c. Two most recent EEO-1 Reports for the Broadview Facility.

TERMINATION DATE: This Agreement will expire 60 days after OFCCP receives the report required in Part III above or on the date that the District Director gives notice to Garda that Garda has satisfied its reporting requirements, whichever occurs earlier, unless OFCCP notifies Garda in writing prior to the end of the 60-day period that Garda has not satisfied its reporting requirements pursuant to this Agreement.

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

The person signing this Conciliation Agreement on behalf of Garda personally warrants he/she is fully authorized to do so, that Garda has entered into this Conciliation Agreement voluntarily and with full knowledge of the effect thereof, and that execution of this Agreement is fully binding on Garda. This Conciliation Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and Garda.

Date 5/1/2019

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

Christine Cunningham
Corporate Director of Human Resources
Garda USA Inc.

Date 5/8/2019

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

Compliance Officer
U.S. Department of Labor
OFCCP Chicago District Office

Date 5/9/19

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

Shelley Gordon
Assistant District Director
U.S. Department of Labor
OFCCP Chicago District Office

Date 5/13/2019

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

Michael J. Thomas
District Director
U.S. Department of Labor
OFCCP Chicago District Office