

CONCILIATION AGREEMENT

Between

THE U. S. DEPARTMENT OF LABOR
OFFICE OF FEDERAL CONTRACT COMPLIANCE PROGRAMS

And

ROBERT BOSCH, LLC

PART I. PRELIMINARY STATEMENT

The Office of Federal Contract Compliance Programs ("OFCCP") evaluated Robert Bosch, LLC's facility located at 8101 Dorchester Rd., Charleston, South Carolina and found that Robert Bosch, LLC was not in compliance with Executive Order 11246, as amended ("E.O. 11246") and its implementing regulations at 41 C.F.R. Sections 60-1, 60-2, and 60-3. OFCCP notified Robert Bosch, LLC of the specific violations found in a Notice of Violation issued on April 22, 2019. 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 Robert Bosch, LLC enter into this contract ("Conciliation Agreement" or "Agreement") and agree to all the terms stated below.

PART II. GENERAL TERMS AND CONDITIONS

1. In exchange for Robert Bosch, LLC's 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 Robert Bosch, LLC violates this Agreement. Nothing in this Agreement precludes OFCCP from initiating enforcement proceedings based on future compliance evaluations or complaint investigations.
2. Robert Bosch, LLC agrees that OFCCP may review its compliance with this Agreement. As part of such review, OFCCP may require written reports, inspect the premises, interview witnesses, and examine and copy documents. Robert Bosch, LLC will permit access to its premises during normal business hours for these purposes and will provide OFCCP with all reports and documents requested.
3. Robert Bosch, LLC understands that nothing in this Agreement relieves Robert Bosch, LLC of its obligation to fully comply with the requirements of E.O. 11246, their implementing regulations, and other applicable equal employment laws.
4. Robert Bosch, LLC 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, or engages in any activity listed at 41 C.F.R. § 60-1.32(a).

5. The parties understands 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 Southeast Region (the "Effective Date").
9. This Agreement will expire 60 calendar days after Robert Bosch, LLC submits the final progress report required in Part IV, below, unless OFCCP notifies Robert Bosch, LLC in writing prior to the expiration date that Robert Bosch, LLC has not fulfilled all of its obligations under the Agreement, in which case the Agreement is automatically extended until the date that OFCCP determines Robert Bosch, LLC has met all of its obligations under the Agreement.
10. If Robert Bosch, LLC violates this Conciliation Agreement,
 - A. The procedures set forth at 41 C.F.R. § 60-1.34 will govern:
 - 1) If OFCCP believes that Robert Bosch, LLC violated any term of the Agreement while it was in effect, OFCCP will send Robert Bosch, LLC a written notice stating the alleged violations and summarizing any supporting evidence.
 - 2) Robert Bosch, LLC will have 15 calendar 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 Robert Bosch, LLC 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. Robert Bosch, LLC 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 Robert Bosch, LLC of any violation of E.O. 11246, or other laws, nor has there been an adjudicated finding that Robert Bosch, LLC violated any laws.
 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.

PART III. VIOLATIONS AND REMEDIES

1. **VIOLATION:** Robert Bosch, LLC failed to preserve personnel and employment records for a period of not less than two years from the date of a) the making of the record or b) the personnel action involved, whichever occurred later. Specifically, Robert Bosch, LLC failed to preserve complete and accurate records of its application and selection procedures. 41 CFR 60-1.12(a)

REMEDY: Robert Bosch, LLC will preserve all personnel and employment records it makes or keeps in either electronic or hard copy format, including but not limited to all expressions of interest through the internet or related electronic data technologies, records related to internal and/or external databases, physical and online applications, testing materials, and interview 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 occurs later. Where a compliance evaluation has been initiated by OFCCP, Robert Bosch, LLC will preserve all employment and personnel records until OFCCP makes a final disposition in the matter, even if such preservation is beyond the two-year period.

2. **VIOLATION:** Robert Bosch, LLC failed to maintain and have available for inspection records or other information that would disclose the impact which Robert Bosch, LLC's selection procedures have upon the employment opportunities of applicants and/or Internet applicants by identifiable gender, race, or ethnic group set forth in 41 CFR 60-3.4B in order to determine compliance with the Uniform Guidelines on Employee Selection Procedures. 41 CFR 60-3.4 and 41 CFR 60-3.15A (2)

REMEDY: Robert Bosch, LLC will perform adverse impact determinations of its employment procedures at least annually. Where the total selection process for a job has adverse impact against groups of applicants and/or Internet applicants by identifiable gender, race, or ethnic group listed in 41 CFR 60-3.4B, Contractor will maintain and have available for inspection records or other information showing which components have an adverse impact. Where the total selection process for a particular job has had an adverse impact in any year but no longer has an adverse impact, Robert Bosch, LLC will maintain and have available aforementioned information and continue to collect such information for at least two years after the adverse impact has been eliminated.

PART IV: REPORTING ON CORRECTIVE ACTION REQUIRED IN CA

1. Robert Bosch, LLC agrees to retain records pertinent to the violation cited in Part III above, and to the report 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 requirement, whichever is later.
2. Robert Bosch, LLC will submit one report, as stated below to the following:

Miguel A. Rivera, District Director—Orlando, United States Department of Labor, Office of Federal Contract Compliance Programs, 1001 Executive Center Drive, Suite 100, Orlando, Florida 32803; Attention: (7)(C), (7)(E), Compliance Officer.

Robert Bosch, LLC agrees to furnish the Office of Federal Contract Compliance Programs with one report detailed below. The report shall be due February 28, 2020, for the period January 1, 2019 through December 31, 2019. The report shall contain documentation showing the following:

- The total number of external applicants and hires for each job or job group during the reporting period;
- For each job and job group, the breakdown of external applicants, and hires by applicable race, gender and ethnic group identified in 41 CFR 60-3.4B; and

- Copy of external applicant flow log covering the 12 month period in electronic format. The report will include, at a minimum, the following variables: applicant name, gender, race or ethnicity, job group applied for, job title applied for, date of application, hired or not hired, position hired into, job group hired into, date of hire, and reason not hired, where appropriate.
 - Copy of adverse impact report for hiring in all job groups where hiring occurred.
3. Robert Bosch, LLC agrees to provide OFCCP with a copy of all Executive Order 11246 AAPs implemented during the duration of this agreement.

TERMINATION DATE: This Agreement will expire 90 days after OFCCP receives the final report required in Part IV above or on the date that the District Director gives notice to Robert Bosch, LLC that it has satisfied its reporting requirement, whichever occurs earlier, unless OFCCP notifies Robert Bosch, LLC in writing prior to the end of the 90-day period that Robert Bosch, LLC has not satisfied its reporting requirement pursuant to this Agreement.

INTEGRATION CLAUSE: This Agreement represents the full Agreement between Robert Bosch, LLC and OFCCP and this Agreement supersedes any other agreements, oral or written. In signing this Agreement, neither Robert Bosch, LLC nor 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 V. SIGNATURES

This Conciliation Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and Robert Bosch, LLC.

(6), (7)(C)

Gitta Unger /
Vice President, Plant Commercial
Robert Bosch, LLC.
Charleston, South Carolina

DATE: 08 May 2019

(6), (7)(C), (7)(E)

Compliance Officer
Orlando Area Office
Southeast Region

DATE: 21 May 2019

(6), (7)(C)

Miguel A. Rivera Jr.
District Director
Miami District Office
Southeast Region

DATE: 05/22/2019