

Conciliation Agreement  
Between the  
U.S. Department of Labor Office of Federal Contract Compliance Programs  
and  
C & W Facility Services Inc.  
Miami International Airport (MIA)  
2100 NW 42nd Street, Miami, Florida  
Mailing address: P.O. Box 260211, Miami, FL 33126

**PART I. PRELIMINARY STATEMENT**

The Office of Federal Contract Compliance Programs ("OFCCP") evaluated the C & W Facility Services Inc. (C&WFS MIA) facility located at 2100 NW 42nd Street, Miami, Florida and found that C&WFS MIA was not in compliance with Executive Order 11246, as amended ("E.O. 11246" or "the Executive Order"), Section 503 of the Rehabilitation Act of 1973, as amended (Section 503); the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended (38 U.S.C. 4212), and their implementing regulations at 41 Code of Federal Regulations (CFR) Chapter 60. 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 C&WFS MIA 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 C&WFS MIA's fulfillment of all its obligations in this Agreement, OFCCP will not institute administrative or judicial enforcement proceedings under E.O. 11246 based on the violation described in more detail in Part III below. However, OFCCP retains the right to initiate legal proceedings to enforce this Agreement if C&WFS MIA violates any provision of this Agreement, as set forth in paragraph 10 below. Nothing in this Agreement precludes OFCCP from initiating enforcement proceedings based on future compliance evaluations or complaint investigations.
2. OFCCP may review C&WFS MIA's compliance with this Agreement. As part of this review, OFCCP may require written reports, inspect the premises, interview witnesses, and examine and copy documents. C&WFS MIA will permit access to its premises during normal business hours for these purposes and will provide OFCCP with all hard copy or electronic reports and documents it requests, including those specified in this Agreement.
3. Nothing in this Agreement relieves C&WFS MIA of its obligation to fully comply with the requirements of E.O. 11246, Section 503 of the Rehabilitation Act of 1973 (as amended ("Section 503"), the Vietnam Era Veterans' Readjustment Assistance Act of 1974 ("VEVRAA") and their implementing regulations, or other applicable laws enforcing non-discrimination or equal employment opportunity through affirmative action.

4. C&WFS MIA agrees that it will not retaliate against any potential or actual beneficiary of this Agreement or against any person who files a complaint, who has provided information or assistance, or who participates in any manner in any proceeding in this matter.
5. The parties understand the terms of this Agreement and enter into it voluntarily.
6. This Agreement, including its attachments, constitutes the entire Agreement and represents the complete and final understanding of the parties. This Agreement contains all of the terms binding the parties and it supersedes all prior written and oral negotiations and agreements. Any modifications or amendments to this Agreement must be agreed upon in writing and signed by all parties.
7. If one or more provisions of this Agreement is deemed unlawful or unenforceable, the remaining provisions will remain in full force and effect.
8. This Agreement becomes effective on the day that it is signed by the District Director of the Miami office (the "Effective Date").
9. This Agreement will expire sixty (60) days after C&WFS MIA submits its final progress report required in Part IV, below, unless OFCCP notifies C&WFS MIA in writing before the expiration date that C&WFS MIA has failed to fulfill all of its obligations under the Agreement. In this instance, the Agreement is automatically extended until the date that OFCCP determines that C&WFS MIA has met all of its obligations under the Agreement.
10. If C&WFS MIA violates this Agreement:
  - A. The procedures set forth at 41 C.F.R. § 60-1.34 will govern:
    - a. OFCCP will send C&WFS MIA a written notice stating the alleged violations and summarizing any supporting evidence.
    - b. C&WFS MIA shall have 15 days from receipt of the notice to respond, except in those cases in which such a delay would result in irreparable injury to the employment rights of affected employees or applicants.
    - c. If C&WFS MIA is unable to demonstrate that it has not violated the Agreement, or if OFCCP's alleges irreparable injury, enforcement proceedings may be initiated immediately without issuing a show cause notice or proceeding through any other requirement.
  - B. C&WFS MIA may be subject to the sanctions set forth in Section 209 of the Executive Order, 41 C.F.R. § 60-1.27 and/or other appropriate relief for violating this Agreement.

11. C&WFS MIA neither admits nor denies any violation of the Executive Order, Section 503 or VEVRAA, nor has there been an adjudication on the merits regarding any such violation.
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:** During the period August 1, 2017 through July 31, 2018, C&WFS MIA failed to perform in-depth analyses of its workforce to determine whether there are problems of minority utilization, as required by 41 CFR 60-2.17(b)(1). Specifically, C&WFS MIA failed to identify a substantial disparity in the utilization of a particular minority group (African Americans) requiring the establishment of separate goals for this group [41 CFR § 60-2.16(d)].

**REMEDY:** On March 13, 2019, C&WFS MIA provided OFCCP with an analysis of the availability of particular race/ethnicity groups, a corrected comparison of incumbency to its new availability estimates as of August 1, 2018, and the resulting new percentage placement goals for African Americans in job groups 9 and 9.1. C&WFS MIA will continue to perform in-depth analyses of its workforce to determine whether there are problems of African American utilization, including identification of substantial disparities in the utilization of African Americans as compared to other race/ethnicity groups. C&WFS MIA will incorporate these analyses and determinations into its current AAP, update these analyses at least annually, and incorporate them into future AAPs.

In addition to its action oriented programs currently in place, C&WFS MIA (1) will develop and execute action-oriented programs to correct the problem areas identified in the preceding paragraph and to attain established goals and objectives; and (2) will demonstrate, where appropriate, that it has made good faith efforts to remove identified barriers and expand

employment opportunities for qualified African Americans in all job groups, pursuant to 41 CFR § 60-2.17(c).

2. **VIOLATION:** During the period August 1, 2017 through July 31, 2018, C&WFS MIA failed to immediately list all employment openings 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:** C&WFS MIA will list all employment openings as they occur with an appropriate employment service delivery system (ESDS) (either the state workforce agency job bank or a local ESDS) where the openings occur, in a manner and format that will allow the ESDS to provide priority referrals of protected veterans to C&WFS MIA, as required by 41 CFR 60-300.5(a)2-6. With its initial listing, and as subsequently needed to update the information, C&WFS MIA will also advise the employment service delivery system that it is a federal contractor that desires priority referrals of protected veterans for job openings at all locations within the state, and provide the employment service delivery system with the name and address of each of its hiring locations within the state and the contact information for C&WFS MIA official responsible for hiring at each location, 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, C&WFS MIA will provide updated information simultaneously with its next job listing.

3. **VIOLATION:** During the period August 1, 2017 through July 31, 2018, C&WFS MIA failed to notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding that C&WFS MIA is bound by the terms of VEVRAA, and is committed to take affirmative action to employ and advance in employment, and shall not discriminate against, protected veterans, pursuant to 41 CFR § 60-300.5(a)10.

**REMEDY:** C&WFS MIA will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding that C&WFS MIA is bound by the terms of VEVRAA, and is committed to take affirmative action to employ and advance in employment, and shall not discriminate against, protected veterans.

4. **VIOLATION:** During the period of August 1, 2017 through July 31, 2018, C&WFS MIA failed to undertake appropriate outreach and positive recruitment activities that were reasonably designed to effectively recruit qualified protected veterans, document these activities, assess their effectiveness, and document its review, in violation of 41 CFR § 60-300.44(f). Specifically, C&WFS MIA failed to provide the results of the evaluation of the effectiveness of outreach and recruitment efforts that were intended to identify and recruit qualified protected veterans for the AAP.

**REMEDY:** C&WFS MIA will undertake appropriate external outreach and positive recruitment activities that are reasonably designed to effectively recruit qualified protected veterans, such as those described at 41 CFR 60-300.44(f)(2). C&WFS MIA will annually review its outreach and recruitment activities, assess their effectiveness, and document this

review, in accordance with 41 CFR 60-300.44(f)(3). C&WFS MIA will document all activities it undertakes to comply with this section, in accordance with 41 CFR 60-300.44(f)(4).

5. **VIOLATION:** During the period of August 1, 2017 through July 31, 2018, C&WFS MIA failed to undertake appropriate outreach and positive recruitment activities that were reasonably designed to effectively recruit qualified individuals with disabilities, document these activities, assess their effectiveness, and document its review, in violation of 41 CFR 60-741.44(f). Specifically, C&WFS MIA failed to provide the results of the evaluation of the effectiveness of outreach and recruitment efforts that were intended to identify and recruit qualified individuals with disabilities (IWDs) for the AAP.

**REMEDY:** C&WFS MIA will undertake appropriate external outreach and positive recruitment activities that are reasonably designed to effectively recruit qualified IWDs, such as those described at 41 CFR 60-741.44(f)(2). C&WFS MIA will annually review its outreach and recruitment activities, assess their effectiveness, and document this review, in accordance with 41 CFR 60-741.44(f)(3). C&WFS MIA will document all activities it undertakes to comply with this section, in accordance with 41 CFR § 60-741.44(f)(4).

#### **PART IV: REPORTING ON CORRECTIVE ACTIONS REQUIRED IN CONCILIATION AGREEMENT**

- A. C&WFS MIA agrees to furnish OFCCP with two (2) progress reports. The first report is due September 10, 2019 and covers the remainder of the current AAP year, starting on the effective date of this Agreement and ending July 31, 2019. The second report is due September 10, 2020 and will cover the AAP year ending July 31, 2020. C&WFS MIA will submit each progress report to:

E. Michelle Hernandez, District Director  
U.S. Department of Labor  
Office of Federal Contract Compliance Programs  
909 SE 1<sup>st</sup> Ave, Suite 722, Miami, FL 33131  
Attention: (7)(C), (7)(E), Compliance Officer  
(7)(C), (7)(E)@dol.gov

- B. Each report shall include
1. Copies of the Executive Order 11246, VEVRAA, and Section 503 AAPs in effect on the progress report due date.
  2. For Violation 2:
    - a. A list of all employment openings filled by hire that occurred during the reporting period, including date of requisition, requisition number, job title, shift, and date of hire;
    - b. Documentation to confirm these openings were listed with the appropriate ESDS (either the state workforce agency job bank or a local ESDS) where the openings occurred, in a manner and format that allows the ESDS to provide priority referrals of protected veterans to C&WFS MIA;

- c. In the first report,
    - i. Documentation that C&WFS MIA advised the appropriate ESDS that it is a federal contractor that desires priority referrals of protected veterans for job openings;
    - ii. Documentation to confirm that, C&WFS MIA provided the ESDS with the name and address of its hiring location, and the contact information for C&WFS MIA official responsible for hiring.
    - iii. Documentation of the above should include copies of the written notification(s) to the ESDS. Should any of the information in the disclosures change since it was last reported to the ESDS, C&WFS MIA will provide updated information simultaneously with its next job listing;
  - d. Copies of all responses received from each employment service delivery system used during the report period.
3. For Violation 3: In the first report, documentation that C&WFS MIA notified each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding that C&WFS MIA is bound by the terms of VEVRAA, and is committed to take affirmative action to employ and advance in employment, and shall not discriminate against, protected veterans.
4. For Violations 1, 4 & 5:
- a. A log of outreach and recruitment contacts made during the reporting period, including:
    - i. Dates of contacts;
    - ii. Names of organizations contacted;
    - iii. Names, titles, phone numbers and email addresses of personnel C&WFS MIA contacted;
    - iv. Purpose and outcome of contact (for example, activity planning, execution, follow-up);
    - v. Type of activity (for example, consultation, hosting or attending open house; hosting or attending job fair, discussing open positions; meeting with job coach);
    - vi. Follow-up Plan.
  - b. A copy of the applicant log, including
    - i. Applicant name or other identifying information (not social security number);
    - ii. Date of application;
    - iii. Referral Source;
    - iv. Race/ethnicity;
    - v. Disability (applicant or new hire self-identified and/or requested accommodation);
    - vi. Veteran status;
    - vii. Date of hire, if applicable;
    - viii. Reason for non-selection;
    - ix. Last step in the selection process that the applicant reached.

**Termination Date:**

This Agreement will expire pursuant to the terms described in Part II, Paragraph 9 of this Agreement.

**Integration Clause:**

This Agreement represents the full Agreement between C&WFS MIA and OFCCP and this Agreement supersedes any other agreements, oral or written. In signing this Agreement, neither C&WFS MIA nor OFCCP relies upon any promise, representation of fact or law, or other inducements that are 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 C&W Facility Services Inc., 2100 NW 42nd Street, Miami, Florida.

(6), (7)(C)

Roy Alonso  
General Manager  
C&W Facility Services Inc.  
2100 NW 42 Street, Miami, Florida

(6), (7)(C)

Marie A. Smith  
Regulatory & Compliance Manager  
Cushman & Wakefield Inc.

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

Compliance Officer  
Miami Office  
Southeast Region

(6), (7)(C)

E. Michelle Hernandez  
District Director  
Miami Office  
Southeast Region