

Conciliation Agreement  
Between the  
U.S. Department of Labor Office of Federal Contract Compliance Programs  
and  
Southfield Westin

**I. Preliminary Statement**

The Office of Federal Contract Compliance Programs (OFCCP) evaluated the Southfield Westin establishment located at 1500 Town Center, Southfield, Michigan 48075-1141, beginning on March 22, 2019. OFCCP found that Southfield Westin failed to comply with Executive Order 11246, as amended (E.O. 11246 or the Executive Order), Section 503 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 793 (Section 503), and the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. § 4212 (VEVRAA), and their respective implementing regulations at 41 CFR 60-1.4(a)(4), 41 CFR 60-1.12(a), 41 CFR 60-2.17(b), 41 CFR 60-300.5(a)-(d), 41 CFR 60-300.44(f), 41 CFR 60-741.5(a)-(d) and 41 CFR 60-741.44(f).

OFCCP notified Southfield Westin of the specific violations and the corrective actions required in a Notice of Violation issued on July 21, 2020 (NOV).

In the interest of resolving the violations without engaging in further legal proceedings and in exchange for sufficient and valuable consideration described in this document, OFCCP and Southfield Westin enter into this Conciliation Agreement (Agreement), and the parties agree to all the terms therein.

**II. General Terms and Conditions**

1. In exchange for Southfield Westin's fulfillment of all its obligations in this Agreement, OFCCP will not institute administrative or judicial enforcement proceedings under E.O. 11246, Section 503 and VEVRAA based on the violations alleged in the NOV. However, OFCCP retains the right to initiate legal proceedings to enforce this Agreement if Southfield Westin violates any provision of this Agreement, as set forth in Paragraph 11, below. Nothing in this Agreement precludes OFCCP from initiating enforcement proceedings based on future compliance evaluations or complaint investigations.
2. OFCCP may review Southfield Westin'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. Southfield Westin 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 Southfield Westin of its obligation to fully comply with the requirements of E.O. 11246, Section 503, VEVRAA, their implementing regulations, or other applicable laws requiring nondiscrimination or equal employment opportunity through affirmative action.

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4. Southfield Westin and OFCCP agree that any release of claims required by this Agreement will only pertain to claims under E.O. 11246, Section 503 and VEVRAA.
5. Southfield Westin 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.
6. The parties understand the terms of this Agreement and enter into it voluntarily.
7. This Agreement, 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. If an administrative error is found, OFCCP will work in good faith with all parties to make the corrections.
8. This Agreement becomes effective on the day it is signed by the District Director (Effective Date).
9. If one or more provisions of this Agreement is deemed unlawful or unenforceable, the remaining provisions will remain in full force and effect.
10. This Agreement will expire sixty (60) days after Southfield Westin submits its final progress report required in Section IV, below, unless OFCCP notifies Southfield Westin in writing before the expiration date that Southfield Westin 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 Southfield Westin has met all of its obligations under the Agreement.
11. If Southfield Westin violates this Agreement:
  - a. The procedures at 41 C.F.R. 60-1.34, 41 CFR 60-300. 63 (2014) and 41 CFR 60-741.63 (2014) will govern:
    - i. OFCCP will send Southfield Westin a written notice stating the alleged violations and summarizing any supporting evidence.
    - ii. Southfield Westin shall have fifteen (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.

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- iii. If Southfield Westin 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.
  - iv. In the event of a breach of this Agreement by Southfield Westin, OFCCP may elect to proceed to a hearing on the entire case and seek full make-whole relief, and not be limited to the terms agreed to in the Agreement.
- b. Southfield Westin may be subject to the sanctions set forth in Section 209 of the Executive Order, 41 CFR 60-1.27, 41 CFR 60-741.66 (2014), or 41 CFR 60-300.66 (2014), and other appropriate relief for violating this Agreement.
12. Southfield Westin 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.
13. OFCCP may seek enforcement of this Agreement itself and is not required to present proof of any underlying violations resolved by this Agreement.
14. 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.
15. Each party shall bear its own fees and expenses with respect to this matter.
16. 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.
17. 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.

### III. Technical Violations and Remedies

**1. VIOLATION:** During the period July 1, 2017 through the date the Conciliation Agreement is signed, Southfield Westin failed to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding, a notice to be provided by the contracting officer, advising the labor union or workers’ representative of Southfield Westin’s commitment under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment, in violation of 41 CFR 60-1.4(a)(4). Specifically, Southfield Westin failed to notify the union of its EEO obligations as a federal contractor.

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**REMEDY:** Southfield Westin will send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding, a notice to be provided by the contracting officer, advising the labor union or workers' representative of Southfield Westin's commitment under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

**2. VIOLATION:** During the period July 1, 2017 through the date the Conciliation Agreement is signed, Southfield Westin failed to maintain and preserve all personnel or 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 occurs later. Specifically, Southfield Westin failed to maintain the date applicants applied for employment, in accordance with 41 CFR 60-1.12(a).

**REMEDY:** Southfield Westin will maintain and preserve all personnel or employment records made or kept 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, completed applicant self-identification forms, resumes, testing materials, and interview records, for not less than two years from the date of the making of the record or the personnel action involved, whichever occurs later, in accordance with 41 CFR 60-1.12(a). Where a compliance evaluation has been initiated by OFCCP, Southfield Westin will preserve all employment or personnel records beyond the two year period until OFCCP makes a final disposition in the matter.

**3. VIOLATION:** During the period July 1, 2017 through the date the Conciliation is signed, Southfield Westin failed to perform in-depth analyses of its total employment process to determine whether and where impediments to equal employment opportunity exist, in accordance with 41 CFR 60-2.17(b). Specifically, Southfield Westin did not identify and address the personnel activity log as a problem area in their Affirmative Action Program.

**REMEDY:** Southfield Westin will perform in-depth analyses of its total employment process to determine whether and where impediments to equal employment opportunity exist and must evaluate personnel activity. At a minimum, Southfield Westin will evaluate:

- (1) The workforce by organizational unit and job group to determine whether there are problems of minority or female utilization or of minority or female distribution;
- (2) Personnel activity (applicant flow, hires, terminations, promotions and other personnel actions) to determine whether there are selection disparities;
- (3) Compensation system(s) to determine whether there are gender-, race-, or ethnicity-based disparities;

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- (4) Selection, recruitment, referral, and other personnel procedures to determine whether they result in disparities in the employment or advancement of minorities and women; and
- (5) Any other areas that might impact the success of the Affirmative Action Program.

**4. VIOLATION:** During the period July 1, 2017 through the date the Conciliation Agreement is signed, Southfield Westin failed to include the equal opportunity clause for VEVRAA in its subcontracts and/or purchase orders, either directly or by reference, in the prescribed manner. Specifically, Southfield Westin failed to notify the union of its EEO obligations as a federal contractor, in violation of 41 CFR 60–300.5(a)–(d).

**REMEDY:** Southfield Westin will include or reference the provisions of the equal opportunity clause in its subcontracts and purchase orders, as required by 41 CFR 60–300.5(a)–(d). If Southfield Westin incorporates the equal opportunity clause in its subcontracts and purchase orders by reference, rather than by restating the clause verbatim, it must incorporate the clause in the manner prescribed by 41 CFR 60–300.5(d).

**5. VIOLATION:** During the period July 1, 2017 through the date the Conciliation Agreement is signed, Southfield Westin 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, Southfield Westin failed to evaluate the effectiveness of each outreach and positive recruitment effort it undertook and failed to draw a conclusion as to whether the totality of the efforts was effective in identifying and recruiting qualified veterans and if the conclusion was reasonable.

**REMEDY:** Southfield Westin 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). Southfield Westin 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). Southfield Westin will document all activities it undertakes to comply with this section, in accordance with 41 CFR 60–300.44(f)(4).

**6. VIOLATION:** During the period July 1, 2017 through the date the Conciliation Agreement is signed, Southfield Westin failed to include the equal opportunity clause for Section 503 in its subcontracts and/or purchase orders, either directly or by reference, in the prescribed manner, in violation of 41 CFR 60–741.5(a)–(d). Specifically, Southfield Westin failed to notify each union of its EEO obligations as a federal contractor.

**REMEDY:** Southfield Westin will include or reference the provisions of the equal opportunity clause in its subcontracts and purchase orders, as required by 41 CFR 60–

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741.5(a)–(d). If Southfield Westin incorporates the equal opportunity clause in its subcontracts and purchase orders by reference, rather than by restating the clause verbatim, it shall incorporate the clause in the manner prescribed by 41 CFR 60–741.5(d).

**7. VIOLATION:** During the period July 1, 2017 through the date the Conciliation Agreement is signed, Southfield Westin 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, Southfield Westin failed to evaluate the effectiveness of each outreach and positive recruitment effort it undertook and failed to draw a conclusion as to whether the totality of the efforts was effective in identifying and recruiting qualified individuals with disabilities and if the conclusion was reasonable.

**REMEDY:** Southfield Westin must undertake appropriate external outreach and positive recruitment activities that are reasonably designed to effectively recruit qualified individuals with disabilities, such as those described at 41 CFR 60–741.44(f)(2). Southfield Westin 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). Southfield Westin will document all activities it undertakes to comply with this section, in accordance with 41 CFR 60–741.44(f)(4).

#### IV. OFCCP Monitoring Period

1. **Recordkeeping.** Southfield Westin agrees to retain all records relevant to the violations cited in Sections III above and the reports submitted in compliance with Paragraph 2, below. These records include underlying data and information such as Human Resources Information System (HRIS) and payroll data, job applications and personnel records, and any other records or data used to generate the required reports. Southfield Westin will retain the records until this Agreement expires or for the time period consistent with regulatory requirements, whichever is later.

2. **Contractor Reports.**

Southfield Westin will furnish the OFCCP Detroit District Office, 211 West Fort Street, Suite 1320, Detroit, Michigan 48226, with a report covering the period of July 20, 2020 through June 30, 2021, and shall be due July 15, 2021. The report will contain the following:

- a. Copy of documentation on company letterhead stating Southfield Westin notified the union local(s) of its EEO obligations as a federal contractor.
- b. Copy of Southfield Westin’s applicant flow log with each applicants’ date of application and date of hire.

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- c. Copy of Southfield Westin's documentation showing it addressed all problems areas during the period of review.
  - d. Documented assessment showing Southfield Westin evaluated the effectiveness of each outreach and positive recruitment effort and determined whether the totality of the efforts were effective in identifying and recruiting qualified veterans, and if the conclusion was reasonable.
  - e. Documented assessment showing Southfield Westin evaluated the effectiveness of each outreach and positive recruitment effort and determined whether the totality of the efforts were effective in identifying and recruiting qualified individuals with disabilities, and if the conclusion was reasonable.
3. **Close of Monitoring Period and Termination of Agreement.** This Agreement shall remain in effect until the monitoring period is completed. The monitoring period will close once OFCCP accepts Southfield Westin's final progress report as set forth in Part II, Paragraph 10 above. If OFCCP fails to notify Southfield Westin in writing within sixty (60) days of the date of the final progress report that Southfield Westin has not fulfilled all of its obligations under the Agreement, OFCCP will be deemed to have accepted the final report and the Monitoring Period and this Agreement will terminate. If OFCCP notifies Southfield Westin within the allotted time that it has not fulfilled all of its obligations, this Agreement is automatically extended until the date that OFCCP determines Southfield Westin has met all of its obligations under the Agreement.

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**V. SIGNATURES**

The person signing this Agreement on behalf of Southfield Westin personally warrants that he is fully authorized to do so, that Southfield Westin has entered into this Agreement voluntarily and with full knowledge of its effect, and that execution of this Agreement is fully binding on Southfield Westin.

This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and Southfield Westin, 1500 Town Center, Southfield, Michigan 48075-1141.

for: (b) (6), (b) (7)(C) (b) (6), (b) (7)(C)  
Daniel Abernethy (b) (6), (b) (7)(E)  
President Compliance Officer  
Westin Southfield Detroit District Office  
Southfield, Michigan Midwest Region

DATE: 7-31-2020

DATE: 7/31/2020

(b) (6), (b) (7)(C)  
Laila E. Turner  
Assistant District Director  
Detroit District Office  
Midwest Region

(b) (6), (b) (7)(C)  
Phyllis E. Lipkin  
District Director  
Detroit District Office  
Midwest Region

DATE: 08/03/2020

DATE: 08/03/2020