

Conciliation Agreement
Between the
U.S. Department of Labor Office of Federal Contract Compliance Programs
And
Runzheimer International LTD
1 Runzheimer Parkway
Waterford, WI 53185-3599

PART I: General Provisions

1. This Agreement is between the U.S. Department of Labor, Office of Federal Contract Compliance Programs (OFCCP), and Runzheimer International LTD (hereafter referred to as "Runzheimer").
2. The violation identified in this Agreement was found during a compliance evaluation of Runzheimer which began on November 13, 2018 and was specified in a Notice of Violation that was issued on June 5, 2019. OFCCP alleges that Runzheimer has violated the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended (38 U.S.C. 4212)] and implementing regulations at 41 CFR Chapter 60 due to the specific violation cited in Part II below.
3. The provisions of this Agreement will become part of Runzheimer's AAP. Subject of the performance by Runzheimer of all promises and representations contained herein and in its AAP, all named violations in regard to the compliance of Runzheimer with all OFCCP programs will be deemed resolved. However, Runzheimer 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.
4. Runzheimer 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 Runzheimer compliance. Runzheimer shall permit access to its premises during normal business hours for these purposes.
5. Nothing herein is intended to relieve Runzheimer 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.
6. Runzheimer 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).

7. This Agreement will be deemed to have been accepted by the Government on the date of the signature by the District Director for OFCCP, unless the Director for OFCCP indicates otherwise within 45 calendar days of the District Director's signature on this Agreement.
8. If at any time in the future, OFCCP believes that Runzheimer has violated any portion of this Agreement during the term of this Agreement, Runzheimer 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 Runzheimer 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 Runzheimer 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 Runzheimer to sanctions set forth in 41 CFR 60-300.65 and .66 and/or other appropriate relief.

PART II: Specific Provisions

1. **VIOLATION:** During the period January 1, 2017 through June 30, 2018, Runzheimer 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: Documentation showing Runzheimer listed all employment openings as they occurred with an appropriate ESDS (either the state workforce agency job bank or a local ESDS) where the openings occurred, in a manner and format that allowed the ESDS to provide priority referrals of protected veterans to Runzheimer. This documentation shall include a list of all openings that occurred during the reporting period on top of the documentation showing that Runzheimer listed their openings with ESDS as required by 41 CFR 300.5(a)2-6. With its initial listing, and as subsequently needed to update the information, Runzheimer 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 the contractor 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 ESDS, Runzheimer will provide updated information simultaneously with its next job listing.

Runzheimer commits that this violation will not recur.

Part III: Reporting

1. Runzheimer will retain records pertinent to the violations cited in Part II above, and to the reports 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 requirements, whichever is later.
2. Runzheimer agrees to furnish the OFCCP, Milwaukee District Office, 310 W. Wisconsin Ave., Suite 1115, Milwaukee, WI 53203 with the following two reports. These Progress Reports shall provide clear and convincing evidence demonstrating its remedial actions with regards to the above remedies in Part II, Specific Provisions.

The first report shall be due March 1, 2020, and shall cover the period July 1, 2019 through December 31, 2019. The second report shall be due September 1, 2020, and shall cover the period January 1, 2020 through June 30, 2020.

Each report will contain the following:

- a. Documentation showing Runzheimer listed all employment openings as they occurred with an appropriate ESDS (either the state workforce agency job bank or a local ESDS) where the openings occurred, in a manner and format that allowed the ESDS to provide priority referrals of protected veterans to Runzheimer. This documentation shall include a list of all openings that occurred during the reporting period on top of the documentation showing that Runzheimer listed their openings with ESDS as required by 41 CFR 300.5(a)2-6.
- b. Documentation that with the initial listing, Runzheimer provided notice that it is a federal contractor seeking priority referrals of protected veterans for job openings at all locations within the state, and provide the ESDS with the name and address of each of its hiring locations within the state and contact information for Runzheimer's official responsible for hiring at each locations as required by 41 CFR 300.5(a)2-6.

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

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

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PART IV: Signatures

This Conciliation Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and Runzheimer International LTD, 1 Runzheimer Parkway, Waterford, WI.

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

KRISTEN DOOLEY
Chief People Officer
Runzheimer International LTD
Waterford, Wisconsin

DATE: 6/18/19

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

(b) (7)(C), (b) (7)(E)
Compliance Officer
Milwaukee District Office
Midwest Region

DATE: 6/19/19

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

TIMOTHY ROARK
District Director
Milwaukee District Office
Midwest Region

DATE: _____

DATE: 6/19/19