

**CONCILIATION AGREEMENT**  
among  
**THE U. S. DEPARTMENT OF LABOR**  
**OFFICE OF FEDERAL CONTRACT COMPLIANCE PROGRAMS**  
and  
**THE U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION**  
and  
**ASBESTOS SPECIALISTS, INC.**

**OFCCP Case No. R00172947**  
**EEOC Charge No. 570-2013-01891**

The parties to this Conciliation Agreement (“Agreement”) are The U.S. Department of Labor Office of Federal Contract Compliance Programs (“OFCCP”), The U.S. Equal Employment Opportunity Commission (“EEOC”), and Asbestos Specialists, Inc. (“ASI” or “Respondent”), located at 7585 Washington Blvd., #104, Elkridge, MD 21075.

This Agreement becomes effective on the day upon reasonable notice to ASI that it is signed by both OFCCP’s Regional Director of the Mid-Atlantic Region and EEOC’s Washington Field Office Director (the “Effective Date”).

It is understood that this Agreement does not constitute an admission by ASI of any violation of any statute administered by the OFCCP and EEOC, or any other statute, rule, regulation or common law theory relating to discrimination, harassment or retaliation in employment, nor has there been an adjudicated finding that ASI violated any laws.

**SECTION A: OFCCP PROVISIONS**

**PART I: OFCCP PRELIMINARY STATEMENT**

The violations identified in this Agreement were found during a compliance evaluation of ASI, which began on February 11, 2011 and were specified in a Notice of Violation issued September 27, 2012. OFCCP alleges that ASI has violated Executive Order 11246, as amended; Section 503 of the Rehabilitation Act of 1973, as amended; and the Vietnam Era Veterans’ Readjustment Assistance Act of 1974 and its implementing regulations at 41 CFR Chapter 60 due to the specific violations cited in Part III below.

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 ASI enter this Agreement and agree to all the terms stated below.

**PART II: OFCCP GENERAL TERMS AND CONDITIONS**

- A. In exchange for ASI’s fulfillment of all obligations in Section A. of this Agreement, OFCCP agrees not to institute administrative or judicial enforcement proceedings under Executive

Order 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 Section A. Part III if ASI violates this Agreement. Nothing in this Agreement precludes OFCCP from initiating enforcement proceedings based on future compliance evaluations or complaint investigations unrelated to the matters resolved by this Agreement. This Agreement will expire sixty (60) days after ASI submits the final report required in Section D. below, unless OFCCP notifies ASI in writing prior to the expiration date that ASI has not fulfilled all of its obligations under the Agreement, in which case, the Agreement is automatically extended until the date that OFCCP determines ASI has met all of its obligations under the Agreement.

- B.** ASI 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. ASI will permit access to its premises upon receipt of reasonable notice during normal business hours for these purposes and will provide OFCCP with all reports and documents requested.
- C.** ASI understands that nothing in this Agreement relieves ASI of its obligation to fully comply with the requirements of Executive Order 11246, Section 503 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 793 (“Section 503”), and/or the Vietnam Era Veterans’ Readjustment Assistance Act of 1974, as amended, 38 U.S.C. § 4212 (“VEVRAA”), their implementing regulations, and other applicable equal employment laws.
- D.** ASI agrees not to harass, intimidate, threaten, discriminate against, or otherwise retaliate against any individual because the individual benefits from this Agreement, files a complaint or participates in any investigation or proceeding under Executive Order 11246, Section 503, and/or VEVRAA, or engages in any activity listed at 41 C.F.R. § 60-1.32(a).
- E.** OFCCP and ASI understand the terms of this Agreement and enter into it voluntarily.
- F.** This document and its attachments contain the complete and final understanding of OFCCP and ASI 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.
- G.** If one or more provisions of this Agreement are rendered unlawful or unenforceable, the remaining provisions will remain in full force and effect.
- H.** If ASI violates this Conciliation Agreement,
  - 1.** The procedures set forth at 41 C.F.R. § 60-1.34 will govern any subsequent actions by OFCCP and ASI:
    - a)** If OFCCP believes that ASI violated any term of the Agreement while it was in effect, OFCCP will send a written notice stating the alleged violations and summarizing any supporting evidence.

- b) ASI will have 30 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.
  - c) If ASI 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.
  - d) OFCCP may seek enforcement of this Agreement itself and is not required to present proof of any underlying violations resolved by this Agreement.
2. ASI 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 if a violation is found after all appropriate procedures have been followed.

### **PART III: OFCCP SPECIFIC VIOLATIONS AND REMEDIES**

1. **VIOLATION:** During the period of February 1, 2011 through January 31, 2012, ASI failed to ensure and maintain a working environment free of harassment, intimidation, and coercion at all worksites, and in all facilities at which ASI's employees were assigned to work, in violation of 41 CFR § 60-1.4(a)(1) and 41 CFR § 60-4.3(a)7a. Specifically, ASI employees in foreman, superintendent, and other on-site supervisory roles subjected Hispanic workers employed by WMS Solutions, LLC (or affiliated companies) to physical assault, racial and national origin-based slurs, intimidation, harassment, and a hostile work environment.

**REMEDY:** ASI will cease and desist from this violation and ensure that it does not recur. ASI must take action to ensure and maintain a work environment free of racial, national origin, and sexual harassment, intimidation, and coercion at all worksites and locations at which ASI's employees are assigned to work. Specifically, ASI will implement the following:

- A. ASI will in no way retaliate, harass, intimidate, threaten, coerce, or discriminate against any individual because the individual has engaged in or may engage in any activity in furtherance of his or her rights under Executive Order 11246.
- B. ASI will ensure that hereinafter all persons under ASI's control do not engage in harassment, intimidation, threats, coercion, discrimination, or other retaliatory behaviors made unlawful under Executive Order 11246 and the implementing regulations at 41CFR, Chapter 60.
- C. ASI will notify all employees in writing of ASI's non-tolerance of retaliation for filing a complaint at any ASI worksite, opposing any act or practice made unlawful under Executive Order 11246 or any other federal, state, or local law requiring equal employment opportunity, or exercising any other right protected by Executive Order 11246.

- D. ASI will ensure that each supervisor, manager, foreman, superintendent, crew leader and all other ASI employees receives training regarding compliance with 41 CFR § 60-1.4(a)(1) and 41 CFR § 60-4.3(a)7, in accordance with Section C, Additional Remedies Enforceable by OFCCP and EEOC.
- E. ASI will monitor its personnel activity for any actions that may violate 41 CFR § 60-1.4(a)(1) and 41 CFR § 60-4.3(a)7a, take corrective action to eliminate any such actions and ensure that they do not recur and document such monitoring and any corrective action taken.
2. **VIOLATION:** During the period February 1, 2011 through January 31, 2012, ASI failed to preserve and maintain all personnel or employment records for a period of not less than one year from the date of the making of the record or the personnel action involved, whichever occurs later, in violation of 41 CFR § 60-1.12(a) and 41 CFR § 60-1.12(e). Specifically, ASI failed to preserve copies of records pertaining to hiring, promotions, demotions, complaints, transfers, layoffs, terminations, rates of pay and other terms of compensation, applications, resumes, and any and all expressions of interest through the Internet or related electronic data technologies, and records identifying job seekers contacted regarding their interest in a particular position.

**REMEDY:** ASI will preserve and maintain all personnel and employment records identified at 41 CFR § 60-1.12(a) for a period of not less than one year from the date of the making of the record or the personnel action involved, whichever occurs later.

3. **VIOLATION:** During the period February 1, 2011 through January 31, 2012, ASI failed to establish and maintain a current list of minority and women's recruitment sources, provide written notification to minority and female recruitment sources and community organizations when it had employment opportunities available, and maintain a record of the organizations' responses, in violation of 41 CFR § 60-4.3(a)7b.

**REMEDY:** ASI will establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and community organizations when it has employment opportunities available, and maintain a record of the organizations' responses.

4. **VIOLATION:** During the period February 1, 2011 through January 31, 2012, ASI failed to maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and referral from a recruitment source or community organization, indicating what action had been taken with respect to each such individual, in violation of 41 CFR § 60-4.3(a)7c.

**REMEDY:** ASI will maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and referrals from recruitment sources and of what action has been taken with respect to each such individual.



5. **VIOLATION:** During the period February 1, 2011 through January 31, 2012, ASI failed to disseminate its EEO policy by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed, in violation of 41 CFR § 60-4.3(a)7.f.

**REMEDY:** ASI will review its EEO policy with all management personnel and with all minority and female employees at least once a year and post the policy on bulletin boards accessible to all employees at each location where construction work is performed.

6. **VIOLATION:** During the period February 1, 2011 through January 31, 2012, ASI failed to review, at least annually, its EEO policy and affirmative action obligations with all employees having any responsibility for hiring, assignment, layoffs, terminations and other employment decisions, including specific review of these items with onsite supervisory personnel prior to the initiation of work at any job site, in violation of 41 CFR § 60-4.3 (a)7g.

**REMEDY:** ASI will review, at least annually, its EEO policy and affirmative action obligations with all employees having responsibilities to recommend and implement personnel actions, advising them of their obligations to support and carry out the policy, including specific review thereof at current work sites and prior to the initiation of construction work at future job sites. ASI must maintain written records that identify time and place of worksite meetings, persons attending, subject matter discussed, and disposition of the subject matter.

7. **VIOLATION:** During the period February 1, 2011 through January 31, 2012, ASI failed to disseminate the company's EEO policy externally by providing written notification to and discussing the EEO policy with all other Contractors and Subcontractors with whom ASI did business, in violation of 41 CFR § 60-4.3(a)7.h.

**REMEDY:** ASI will disseminate its EEO policy externally by including it in any advertising in the news media, specifically including minority and female media, and providing written notification to and discussing the EEO policy with all other Contractors and Subcontractors with whom it does or anticipates doing business with.

8. **VIOLATION:** During the period February 1, 2011 through January 31, 2012, ASI failed to direct recruitment efforts, oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the contractor's recruitment area and employment needs, in violation of 41 CFR § 60-4.3(a)7.i.

**REMEDY:** ASI will direct its recruitment efforts, both oral and written, to minority and female community organizations, to schools with minority and female students, and to minority and female recruitment and training organizations serving ASI's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, ASI must send written notification to such organizations, including those identified below, describing the openings, and any screening procedures or tests to be used in the selection process.

**DC Works! One-Stop Career Center**  
Hugh Bailey, Associate Director  
4058 Minnesota Avenue, NE  
Washington, DC 20019  
(202) 724-2337

**DC Students Construction Trades Foundation**  
Shelly Karriem  
D.C. Apprenticeship Academy  
1200 Clifton Street, NW  
Washington, DC  
(202) 673-7346  
[academy@dcstudentsctf.org](mailto:academy@dcstudentsctf.org) / or [shelly.karriem@dc.gov](mailto:shelly.karriem@dc.gov)

**National Association of Women in Construction**  
NAWIC Greater Washington DC Chapter 67  
Vidya Naidu  
(703) 245-5960  
[vnaidu@mbpcc.com](mailto:vnaidu@mbpcc.com)

9. **VIOLATION:** During the period February 1, 2011 through January 31, 2012, ASI failed to conduct an inventory and evaluation of all minority personnel for promotional opportunities and failed to encourage these employees to seek or to prepare for, through appropriate training and other means, such opportunities, in violation of 41 CFR § 60-4.3(a)7.l.

**REMEDY:** ASI will conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training and/or other means, such opportunities. ASI must document these actions.

10. **VIOLATION:** During the period February 1, 2011 through January 31, 2012, ASI failed to continually monitor all personnel and employment related activities to ensure that seniority practices, job classifications, work assignments and other personnel policies did not have a discriminatory effect and that the EEO policy and ASI's obligations under the specifications described in 41 CFR § 60-4.3(a) 7 were being carried out, in violation of 41 CFR § 60-4.3(a)7.m.

**REMEDY:** ASI will continually monitor all personnel and employment related activities to ensure that seniority practices, job classifications, work assignments and other personnel policies do not have a discriminatory effect and that the EEO policy and ASI's obligations under the specifications described in 41 CFR § 60-4.3(a)7 are being carried out.

11. **VIOLATION:** During the period February 1, 2011 through January 31, 2012, ASI failed to review, at least annually, its supervisors' adherence to and performance under ASI's EEO policies and affirmative action obligations in violation of 41 CFR § 60-4.3 (a)7p.

**REMEDY:** ASI will develop and implement a system where it must review its supervisors' adherence to the company's equal employment opportunity and affirmative action obligations and must address any problems identified. These reviews and corrective procedures must be repeated at least annually and written documentation maintained.

12. **VIOLATION:** During the period February 1, 2011 through January 31, 2012, ASI failed to make good-faith effort to meet the utilization goals for females in the Washington Metropolitan Statistical Area Goals. This is a violation of 41 CFR § 60-4.6.

<b>Construction Craft</b>	<b>Utilization Goal</b>	<b>Utilization Female</b>
Haz-Mat Handler	6.9%	0.00%

**REMEDY:** ASI will make good-faith effort to meet the goals (6.9% overall workforce for females) for the construction crafts and trades performed by ASI. Complete documentation of all good-faith efforts must be maintained by ASI and made available to OFCCP upon request.

## **SECTION B: EEOC PROVISIONS**

### **PART I: PRELIMINARY STATEMENT**

The above-referenced charge having been filed under Title VII of the Civil Rights Act of 1964, as amended ("Title VII"), with the EEOC against ASI, the charge having been investigated and reasonable cause having been found, the parties do resolve and conciliate this matter as follows:

### **PART II: EEOC GENERAL TERMS AND CONDITIONS**

- A. EEOC May Review Compliance With Agreement:** ASI agrees that the EEOC may review compliance with this Agreement. As a part of such review the EEOC may require written reports concerning compliance, may inspect the premises, interview or examine witnesses, and examine and copy documents.
- B. Covenant Not to Sue:** The EEOC hereby waives, releases and covenants not to sue ASI with respect to the matters which were alleged in this charge subject to performance by the Respondent of the promises and representations contained herein.
- C. All Employment Practices are to be Conducted in a Non-Discriminatory Manner:** All hiring, promotion practices, and other terms and conditions of employment shall be maintained and conducted in a manner which does not discriminate on the basis of race, color, sex, religion, national origin, age, disability, or genetic information in violation of any statute enforced by the EEOC.
- D. Retaliation Prohibited:** The Parties agree that there shall be no discrimination or retaliation of any kind against any person because of opposition to any practice declared

unlawful under any statute administered by the EEOC, nor because of the filing of a charge, giving of testimony or assistance or participation in any manner in any investigation, proceeding or hearing under any such statute.

- E. Enforcement of Agreement:** The parties agree that this Agreement may be specifically enforced in federal court and may be used as evidence in a subsequent proceeding in which any of the parties allege a breach of this Agreement.
- F. Impact Upon EEOC's Processing:** EEOC agrees not to use the subject charge as the jurisdictional basis for a civil action under Title VII, but does not waive or in any manner limit its right to process or seek relief in any other charge or investigation including, but not limited to, a charge filed by a member of the Commission against the Respondent.
- G. Agreement Shall Be Subject to Public Disclosure.** Respondent waives its right to confidentiality with respect to this joint Conciliation Agreement, and agrees that EEOC may publicly disclose this Agreement and the terms therein.

### **PART III: DAMAGES**

- A. Claimant Fund.** Within sixty (60) days from the Effective Date, Respondent agrees to establish a Claimant fund in the amount of one hundred thousand dollars (\$100,000) to compensate individuals who were subjected to harassment by ASI based upon their national origin. Respondent agrees that the allocation of the Claimant Fund is in the sole discretion of the EEOC.
- B. Administration.** EEOC agrees to administer the Claimant Fund as follows: Within one hundred eighty (180) days of the Effective Date, EEOC will confirm the address of each person who will receive compensation from the Claimant Fund, and will provide Respondent with the name, address, Social Security Number or Employee Identification Number and amount for each person who will receive payment from the Claimant Fund. Within thirty (30) days of receipt of the EEOC's communication, Respondent will mail a check to each person so designated by the EEOC. Within ten (10) business days of mailing payments, as proof of delivery, Respondent agrees to provide the EEOC with a photocopy of checks that each person receives as compensation from the Claimant Fund. Respondent agrees to notify EEOC within 10 days of receipt of any checks returned as undeliverable, and to cooperate with EEOC in making reasonable efforts to locate and redirect checks to persons for whom checks are returned.
- C. Respondent Assistance in Claimant Identification.** To assist EEOC in identifying all potential claimants, within ten (10) days of execution of this Agreement, Respondent will provide to the EEOC an updated roster of non-supervisory employees, setting forth the name, dates of employment, and last known contact information of every individual directly hired by Respondent and every individual employed under Respondent's supervision who is contracted through WMS or other staffing companies, who works or has worked at any of Respondent's locations at any time since October 17, 2012 to the present, including but not limited to employees obtained through WMS Solutions LLC. EEOC will mail a Notice and a Claim and Release Form (see Attachment) to each

employee and ensure accurate identification of all employees subjected to unlawful national origin harassment.

- D. Residual Funds.** Any residual funds will be donated to CASA de Maryland Multicultural Center, 8151 15<sup>th</sup> Ave. Hyattsville, MD 20783.

**SECTION C: ADDITIONAL REMEDY ENFORCEABLE BY OFCCP AND EEOC:**

**EQUAL EMPLOYMENT OPPORTUNITY COORDINATOR**

**PART I: APPOINTMENT OF EEO COORDINATOR:** Within 30 days of the Effective Date, ASI will submit the name and credentials of a proposed third party Equal Employment Coordinator (“EEO Coordinator”) to OFCCP and EEOC for approval. The EEO Coordinator shall be an outside individual or entity knowledgeable and experienced in federal anti-discrimination laws and appropriate investigative practices and resolutions techniques. The EEO Coordinator must be fluent in English and Spanish. Within one week of OFCCP and EEOC’s approval of a third party EEO coordinator, ASI shall retain the EEO Coordinator. Respondent, its owners, officers, managers, supervisors, foremen, agents and employees will give their full cooperation to the EEO Coordinator in the performance of his or her duties under this Agreement. Respondent will bear the costs of the EEO Coordinator who will be retained for a minimum period of two (2) years, up to ten thousand dollars (\$10,000) per year; however, in the event that the cost of the EEO Coordinator exceeds \$10,000 in either year, ASI agrees to continue funding the toll-free number for complaints and the investigation of complaints of discrimination by the EEO Coordinator as described in PART II, EEO COORDINATOR RESPONSIBILITIES, below.

**PART II: EEO COORDINATOR RESPONSIBILITIES:**

- A. within sixty (60) days of the Effective Date, ensuring the development, circulation to all employees, and conspicuous posting in English and Spanish of a revised Anti-Discrimination Policy. The Respondent will maintain signatures of each employee attesting to having received the Anti-Discrimination Policy;
- B. within sixty (60) days of the Effective Date, coordinating a total of four (4) hours of EEO training for all managers and supervisors. The training will be provided in English and Spanish, and shall address supervisor obligations under Title VII and Executive Order 11246, as amended. The training shall be dedicated specifically to educating managers and supervisors about what constitutes national origin harassment, and on Title VII’s and Executive Order 11246’s requirements with respect to national origin harassment. If still employed, Mr. Eric Salminen must attend this training. The Respondent will maintain signatures of each supervisor or manager trained, attesting to having received the training. If the EEO Coordinator does not personally deliver this training, the name of the proposed trainer should be submitted to OFCCP and EEOC for approval no later than 30 days from the Effective Date;
- C. within sixty (60) days of the Effective Date, providing two hours of training in English and Spanish for all current and future employees directly hired by Respondent and all

individuals employed under Respondent's supervision who are contracted through WMS or other staffing companies, to be repeated every six months for the next two years. Training will include one hour dedicated specifically to educating individuals on their rights to be free of unlawful harassment, and will include information about how to complain of unlawful harassment and how to contact Respondent's EEO Coordinator. The Respondent will maintain signatures of each employee or other individual attending such training, attesting to having received the training;

- D. within sixty (60) days of the Effective Date, establishing a toll -free number for employees directly hired by Respondent and all individuals employed under Respondent's supervisions who are contracted through WMS or other staffing companies to report harassment and other forms of unlawful discrimination by telephone;
- E. within sixty (60) days of the Effective Date, developing EEO "know your rights" cards in English and Spanish, to be issued to individuals directly hired by Respondent and all individuals employed under Respondent's supervision who are contracted through WMS or other staffing companies on the first day of work. These cards shall be wallet-sized and shall include basic information about illegal harassment, how to report it, and how to contact the EEO Coordinator, the Equal Employment Opportunity Commission, or Office of Federal Contract Compliance Programs;
- F. monitoring and complying with this Agreement and with federal laws prohibiting employment discrimination under Title VII and Executive Order 11246, including discrimination based on national origin, and federal reporting requirements;
- G. receiving and investigating reports or complaints of suspected discrimination, harassment, failure to promote, disparate treatment in terms of employment and retaliation, and for assuring that the investigations are done in a manner that complies with federal anti-discrimination laws;
- H. identifying and recommending appropriate remedial relief for any of Respondent's employees and all individuals working under Respondent's supervision who are contracted through third parties, who are found to have been subjected to discrimination, harassment, or retaliation;
- I. identifying and recommending appropriate discipline against employees, supervisors and foremen who are found to have engaged in discrimination, harassment or retaliation; and
- J. maintaining records of discrimination complaints and Respondent's response to such complaints.

## **SECTION D: REPORTING PROVISIONS**

### **PART I: REPORTS TO OFCCP**

In order for OFCCP to monitor ASI's progress toward fulfilling the provisions of this Agreement, ASI shall submit two specific reports identified below. ASI shall send each report to:

U. S. Department of Labor  
Office of Federal Contract Compliance Programs  
Mid-Atlantic Regional Office  
Curtis Center – Suite 650 South  
170 South Independence Mall, West,  
Philadelphia, Pennsylvania 19106-3317  
Attn: Regional Director Michele Hodge.

**Report 1 is due on November 15, 2016** and will cover the review period May 1, 2016 through October 31, 2016 to include the documentation that ASI implemented the remedies in Part III, Violations 1 - 11.

**Report 2 is due on May 15, 2017** and will cover the review period of November 1, 2016 through April 30, 2017 to include the documentation that ASI implemented the remedies in Part III Violations 1 – 11.

### **PART II: REPORTS TO EEOC**

Respondent agrees to provide copies of payments associated with the administration of the Claimant Fund as described in Section B, EEOC Provisions. Respondent further agrees to submit a report detailing all steps taken toward compliance with Section B, EEOC Provisions, six (6) months from the Effective Date. Such reports shall be sent to:

Acting Director Mindy E. Weinstein  
Washington Field Office  
Equal Employment Opportunity Commission  
131 M St., N.E., Suite 4NW02F  
Washington, D.C. 20507

### **PART III: Joint REPORTS BY EEO COORDINATOR TO OFCCP AND EEOC**

Respondent agrees to provide a report six (6) months from the Effective Date, detailing compliance with Section C of this Agreement, Additional Remedy Enforceable by OFCCP and EEOC.

Respondent agrees to provide OFCCP and EEOC with status reports every six (6) months from the Effective Date detailing any complaints received by the EEO Coordinator and Respondent's response to such complaints. OFCCP and EEOC reserve the right to request all documents collected by the EEO Coordinator pursuant to Section C, Part II, Subsection G.



With respect to training conducted in fulfillment of this Agreement, Respondent agrees to provide OFCCP and EEOC with reports outlining the content of the training with the full name and title of the trainer(s) and each attendee at each training session, within 30 days of such training session.

Joint Reports from the EEO Coordinator shall be sent to:

U. S. Department of Labor  
Office of Federal Contract Compliance Programs  
Mid-Atlantic Regional Office  
Curtis Center – Suite 200 East  
170 South Independence Mall, West  
Philadelphia, Pennsylvania 19106-3317  
ATTN: Regional Director Michele Hodge.

And

Acting Director Mindy Weinstein  
Washington Field Office  
Equal Employment Opportunity Commission  
131 M St., N.E., Suite 4NW02F  
Washington, D.C. 20507

**SECTION E: SIGNATURES**

I have read this Conciliation Agreement and accept and agree to the provisions contained therein:

5/2/16  
Date

(b) (7) (c)  
Name Eric Hemminger  
For Respondent  
Asbestos Specialist Inc.

Approved on behalf of the Department of Lab  
5/2/16  
Date

(b) (7) (c)  
Michele Hodge  
Regional Director

Approved on behalf of the Commission:  
5/2/16  
Date

(b) (7) (c)  
Mindy E. Weinstein  
Acting Director

Attachment

Attachment

**NOTICE**

To: Present and former employees of Asbestos Specialists, Inc.

From: United States Equal Employment Opportunity Commission (EEOC)

**You may be entitled to money as the result of a settlement agreement.**

A fund has been established to pay claims to present and former employees of Asbestos Specialists, Inc. who were subject to harassment because of their national origin, color or race. This includes harassment of employees who were contracted through WMS Solutions Inc. or any other temporary staffing agency to work on ASI worksites. If you worked for Asbestos Specialists, Inc. any time between October 17, 2012 and the present, and believe you were subjected to harassment because of your national origin, color or race, you can submit a claim by filling out the attached Claim and Release form. When all claims have been received, the United States Equal Employment Opportunity Commission will determine who will receive payment from the Claim Fund and the amount of each payment. You are legally protected from retaliation by your employer for making a claim. In order to make a claim you must sign and return the Claim and Release form that is included with this Notice. You should mail your Claim and Release Form to the following address:

**David Gonzales  
State and Local Coordinator  
Washington Field Office  
U.S. Equal Employment Opportunity Commission  
131 M Street NE  
Washington, DC 20507**

You must mail your Claim and Release Form to the above address by **July 15, 2016** in order to have your claim considered by the EEOC. If you have questions, please contact David Gonzalez at (202) 419-0714.

**CLAIM AND RELEASE FORM**

I understand that I will receive a payment from Asbestos Specialists, Inc. (ASI) as part of a settlement between ASI and the United States Equal Employment Opportunity Commission. In exchange for that payment, I release ASI from all claims of national origin, color or race harassment arising before the date I signed this Release. "Release" means that I give up the right to file a lawsuit against ASI or to receive an additional payment from ASI as the result of a charge or lawsuit filed by myself or another person for claims of national origin, color, or race harassment. This release covers claims under federal, state or local law. This release covers ASI, and its stockholders, directors, officers, employees and agents.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print full name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Social Security Number/Employee Identification Number

\_\_\_\_\_  
Date

**NOTE: You must mail your Claim and Release Form to the above address by July 15, 2016 in order to have your claim considered by the EEOC. If you have questions, please contact David Gonzalez at (202) 419-0714.**