

Conciliation Agreement
Between the United States Department of Labor
Office of Federal Contract Compliance Programs
And
The Walsh Group, Ltd
929 West Adams Street
Chicago, Illinois 60607

PART I: General Provisions

1. This Agreement is between the Office of Federal Contract Compliance Programs (hereinafter OFCCP) and The Walsh Group, Ltd (hereinafter Walsh).
2. The violations identified in this Agreement were found during a compliance evaluation of Walsh's establishment, Archer Western Contractors, Ltd, at its project site located at T-9161 Strike Boulevard, Fort Campbell, Kentucky 42223, which began on November 2, 2012, and were specified in a Notice of Violation issued March 14, 2013. OFCCP alleges that Walsh has violated Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended (38 U.S.C. 4212), and their implementing regulations at 41 CFR Chapter 60, due to the specific violations cited in Part II below.
3. This Agreement does not constitute an admission by Walsh of any violation of Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended (38 U.S.C. 4212), and their implementing regulations.
4. The provisions of this Agreement will become part of Walsh's Affirmative Action Programs (AAPs). Subject to the performance by Walsh of all promises and representations contained herein and in its AAPs, all named violations in regard to the compliance of Walsh with all OFCCP programs will be deemed resolved. However, Walsh is advised that the commitments contained in this Agreement do not preclude future determinations of noncompliance based upon a finding that the commitments are not sufficient to achieve compliance.
5. Walsh 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 Walsh's compliance. Walsh shall permit access to its premises during normal business hours for those purposes.
6. Nothing herein is intended to relieve Walsh from the obligation to comply with the requirements of Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended (38 U.S.C. 4212), and their implementing regulations, or any other equal employment statute or executive order or its implementing regulations.
7. Walsh 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,

The Walsh Group, Ltd
Conciliation Agreement

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).

8. This Agreement will be deemed to have been accepted by the Government on the date of signature by the District Director for OFCCP, unless the Regional Director or the Director, OFCCP indicates otherwise within 45 days of the District Director's signature on this Agreement.
9. If, at any time in the future, OFCCP believes that Walsh has violated any portion of this Agreement during the term of this Agreement, Walsh 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 Walsh with 15 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 Walsh 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 Walsh to sanctions set forth in Section 209 of the Executive Order, 41 CFR 60-300.66, 41 CFR 60-741.66, and/or other appropriate relief.

PART II: Specific Provisions

1. **VIOLATION:** Personnel activity data provided by Walsh for the period of June 01, 2012 through November 30, 2012 revealed that Walsh failed to select a qualified female (6), (7)(C) applicant for employment, (6), (7)(C). During that same period, similarly qualified male laborer applicants were hired. This action constitutes disparate treatment based on sex in the selection process. 41 CFR 60-1.4 (a) (1).

REMEDY: On December 12, 2012, Walsh proposed a voluntary resolution regarding the missed wages (6), (7)(C) would have earned had she been hired. Specifically, Walsh will pay (6), (7)(C) \$6,020.92 in back pay, \$45.16 in interest and \$464.06 in benefits. She will be issued a Form 1099.

Walsh will make a written job offer by "Certified Mail, Return Receipt Requested" to EX (6), (7)(C). The job offer will be made within 90 days after the OFCCP District Director signs this Agreement. The job offer will be for a (6), (7)(C) position at the Clarksville Waste Water Project with a wage rate of \$12 dollars per hour.

These funds will not be distributed until 45 days after OFCCP's District Director signs this Agreement. The money will be paid within 90 days of the signing of this Agreement by OFCCP's District Director.

Walsh will provide to OFCCP, Nashville Office, evidence of the job offer, acceptance or rejection of the job offer and a copy of the canceled check within 120 days of the date OFCCP's District Director signed this Agreement.

2. **VIOLATION:** Personnel activity data provided by Walsh for the period June 01, 2012 through November 30, 2012, as well as, employee interviews and documented evidence revealed that Walsh denied (6, 7)(C); a merit promotion and hired one white applicant instead of recalling him from layoff. These actions constitute discrimination based on race. 41 CFR 60-1.4 (1).

REMEDY: On December 12, 2012, Walsh proposed a voluntary resolution including the following: the missed wages (6, 7)(C) would have earned had he been recalled and not terminated to include: gross wages, including a merit promotion of \$1 (one dollar), of \$8,510, interest of \$63.83 and benefits of \$655.90, less normal pay roll deductions, and a reinstatement job offer.

Walsh will make a written job offer by "Certified Mail, Return Receipt Requested" to (6, 7)(C). The job offer will be for a (6, 7)(C) position at the Clarksville Waste Water Project with a wage rate of \$12 dollars per hour.

These funds will not be distributed until 45 days after OFCCP District Director signs this Agreement. The money will be paid within 90 days of the signing of this agreement by OFCCP's District Director.

Walsh will provide to OFCCP's Nashville Office, evidence of the job offer, reinstatement or rejection of the job offer and a copy of the canceled check within 120 days of the date OFCCP's District Director signed this Agreement.

3. **VIOLATION:** Walsh failed to a) establish, update and maintain a current list of minority and female recruitment sources, b) provide written notification to minority and female recruitment sources and to community organizations when Walsh had employment opportunities available, and c) maintain records of their responses. 41 CFR 60-4.3(a) 7b.

REMEDY: Walsh will a) establish, update and maintain a current list of minority and female recruitment sources, b) provide written notification to minority and female recruitment sources and to community organizations when Walsh has employment opportunities available, and c) maintain records of their responses.

4. **VIOLATION:** Walsh failed to maintain a current file of a) the names, addresses and telephone numbers of all minority and female off-the-street applicants and referrals from recruitment sources and community organizations and b) what action was taken with respect to all such individuals. 41 CFR 60-4.3(a) 7c.

REMEDY: Walsh will initiate and maintain a current file of a) the names, addresses and telephone numbers of all minority and female off-the-street applicants and referrals from recruitment sources and community organizations and b) the action taken with respect to all such individuals.

5. **VIOLATION:** Walsh failed to direct its recruitment efforts, both oral and written, to female and minority recruitment, training and community organizations serving the recruitment area and employment needs of the Nashville, Tennessee 1660 SMSA Counties of Montgomery, Tennessee and Christian, Kentucky. 41 CFR 60-4.3(a) 7i.

REMEDY: Walsh will direct its recruitment efforts, both oral and written, to female and minority recruitment, training, and community organizations serving the recruitment area and employment needs of the Nashville, Tennessee 1600 SMSA Counties of Montgomery, Tennessee and Christian, Kentucky. Efforts will include, but will not be limited to, ongoing contacts with such organizations to seek their aide in identifying and referring qualified female and minority applicants for vacancies in Walsh's construction trade positions.

6. **VIOLATION:** Walsh failed to encourage current minority and female employees to recruit other minority and female persons. 41 CFR 60-4.3(a) 7j.

REMEDY: Walsh will encourage current minority and female employees to recruit other minority and female persons.

7. **VIOLATION:** Walsh failed to list, on an ongoing basis, all employment openings, as defined by 41 CFR 60-300.5(a) 2 and 6, with the state workforce agency job banks or with the local employment delivery systems serving the location where openings occur. Additionally, Walsh failed to undertake outreach and positive recruitment activities that are reasonably designed to effectively recruit qualified disabled veterans, recently separated veterans, other protected veterans and Armed Forces service medal veterans. 41 CFR 60-300.5(a) 2-6 and 41 CFR 60-300.44(f).

REMEDY: Walsh will list, on an ongoing basis, all employment openings, as defined by 41 CFR 60-300.5(a) 2 and 6, with the Tennessee and Kentucky State Job Banks or with the Tennessee and Kentucky Career Centers serving the location where openings occur. Walsh will contact the resources identified below, as part of its outreach and positive recruitment activities to effectively recruit qualified disabled veterans, recently separated veterans and Armed Forces service medal veterans:

Tennessee Department of Labor/Workforce Development
350 Pageant Lane, Suite 406, Clarksville, Tennessee 37040
Ruth McPherson, Administrator
Ruth.McPherson@tn.gov; Telephone: 931-648-5530
Facsimile: 931-648-5564

For Veterans:

Warren Schon, Veterans' Employment Representative (DVOP)
Email: warren.schon@tn.gov; Telephone: 931-648-5530 Ext 135
Facsimile: 931-648-5564

Michael Elliott, Veterans Outreach Specialist
Email: Michael.elliott@tn.gov; Telephone 931-648-5530 Ext 106
Facsimile: 931-648-5564

The Walsh Group, Ltd
Conciliation Agreement

On Post Ft Campbell:

George Avitua, Veterans Outreach Specialist
2578 23rd Street, Room 122, Ft Campbell, Kentucky 42223
Email: George.avitua@tn.gov; Telephone 931-431-3936 or 931-241-1243
Facsimile: 931-431-9402

Kentucky Office of Employment and Training
110 Riverfront Drive, Hopkinsville, Kentucky 42241; Telephone: 270-889-6509
Roger Phillips, Administrator; Email: deschristian@ky.gov
Facsimile: 270-889-6599

8. **VIOLATION:** Walsh failed to undertake outreach and positive recruitment activities that are reasonably designed to effectively recruit qualified individuals with disabilities. 41 CFR 60-741.44(f).

REMEDY: Walsh will undertake outreach and positive recruitment activities designed to effectively recruit qualified individuals with disabilities. Walsh's activities will include, but will not be limited to, ongoing contact with at least the following source to recruit and employ qualified individuals with disabilities:

Tennessee Rehabilitation Center at Clarksville
1575 Corporate Parkway Boulevard, Clarksville, Tennessee 37040-3898
Virginia Talley, Manager, Telephone: 931-648-5560
Facsimile: 931-648-6329

Kentucky Office of Vocational Rehabilitation
1071 Thornberry Drive, Madisonville, Kentucky 42431-1672
Jan Offutt, Manager, Telephone: 270-824-7549
Facsimile: 270-824-7597

FUTURE CONDUCT: Walsh will not repeat the above violations.

PART III: Reporting

Walsh will submit two reports, as stated below, to the Assistant District Director—Nashville, United States Department of Labor, Office of Federal Contract Compliance Programs, 1321 Murfreesboro Road, Suite 301, Nashville, Tennessee 37217. The first report shall be due September 30, 2013 and shall cover the period February 1, 2013 through August 31, 2013. The second report shall be due April 30, 2014 and shall cover the period September 1, 2013 through March 31, 2014. The reports will contain the following information:

1. Pursuant to Remedy 1: Walsh will provide to OFCCP, Nashville Office, a copy of the canceled check(s), a copy of the certified letter with the job offer, documentation of acceptance or rejection of the job offer within 120 days of the date OFCCP's District Director signed this Agreement;
2. Pursuant to Remedy 2: Walsh will provide to OFCCP, Nashville Office, a copy of the canceled check(s), a copy of the certified letter and with the job offer, documentation of

acceptance or rejection of the job offer within 120 days of the date OFCCP's District Director signed this Agreement;

3. Pursuant to Remedies 3 and 5: Walsh will provide documentation a) that is has developed a list of minority and female recruitment sources, b) provide copies of written notification to minority and female recruitment sources and to community organizations when Walsh had employment opportunities available, and c) maintain records of their responses and provide a copy of same, and in respect to training and community organizations serving the recruitment area and employment needs of the Nashville, Tennessee 1660 SMSA Counties of Montgomery in Tennessee and Christian in Kentucky. 41 CFR 60-4.3 (a) 7b and 41 CFR 60-4.3 (a) 7i;
4. Pursuant to Remedy 4: Provide a copy of Walsh's current file containing the names, addresses and telephone numbers of all minority and female off-the-street applicants and referrals from recruitment sources and community organizations and b) what action was taken with respect to all such individuals. 41 CFR 60-4.3(a) 7c;
5. Pursuant to Remedy 6: Documentation of Walsh's efforts to encourage female and minority employees to recruit other female and minority individuals. 41 CFR 60-4.3(a) 7j;
6. Pursuant to Remedy 7: Provide documentation that Walsh a) listed all employment openings, as defined by 41 CFR 60-300.5(a) 4, with the Kentucky and Tennessee State Job Banks or with the Kentucky and Tennessee Career Centers serving the location where openings occur and b) contacted the Veterans' Employment Representative identified in Remedy 10 of Part II above, along with c) a report on the number of applicants and hires from those listings and from Walsh's other positive veterans outreach and recruitment activities, providing for the hires, to the extent known, the number of disabled veterans, recently separated veterans, other protected veterans and Armed Forces service medal veterans. 41 CFR 60-300.5 (a) 2-6 and 41 CFR 60-300.44 (f);
7. Pursuant to Remedy 8: Provide documentation of Walsh's efforts to recruit qualified individuals with disabilities, including contacts with and responses from the recruitment source identified in Remedy 11 of Part II above and from all other recruitment sources targeting individuals with disabilities during the reporting period, along with a report of the number of applicants referred and number of applicants hired. 41 CFR 60-741.44 (f);

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

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

The person signing this Conciliation Agreement on behalf of The Walsh Group, Ltd personally warrants that she is fully authorized to do so, that The Walsh Group, Ltd has entered into this Conciliation Agreement voluntarily and with full knowledge of the effect thereof, and that execution of this Agreement is fully binding on The Walsh Group, Ltd. This Conciliation Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and The Walsh Group, Ltd.

DATE: 3/18/13

(6), (7)(C)

Blair A. Russell
Corporate Counsel
The Walsh Group, Ltd.
929 West Adams Street
Chicago, Illinois 60607

DATE: 3-21-2013

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

Compliance Officer—Nashville
Office of Federal Contract Compliance
Programs

DATE: 3/21/2013

(6), (7)(C)

Robert S. Brown
Assistant District Director—Nashville
Office of Federal Contract Compliance
Programs

DATE: 3/21/13

(6), (7)(C)

Ronald W. Bailey
District Director—Nashville
Office of Federal Contract Compliance
Programs

RELEASE OF CLAIMS UNDER THE EXECUTIVE ORDER

In consideration of the payment to me of \$ 6,530.14 (Six thousand five hundred thirty dollars and fourteen cents) (minus deductions required by law) by The Walsh Group, Ltd (hereinafter Walsh), which I agree is acceptable, and also in consideration of the Conciliation Agreement between Walsh and the Office of Federal Contract Compliance Programs (hereinafter OFCCP), I, (6), (7)(C) agree to the following:

I.

I understand that the amount of \$ 6,530.14 set forth above is the monetary settlement between OFCCP and Walsh. I understand that this payment will be reflected on an Internal Revenue Service Form 1099 at the end of the calendar year in which the payment is made. Monies reported on the Form 1099 will not be reduced for taxes or other payroll deductions and I understand that I may owe income taxes on the amounts reported to me on the Form 1099.

II.

In exchange for the monetary amount set forth above, I hereby waive, release and forever discharge Walsh, its predecessors, related entities, subsidiaries, and organizations, and its and their directors, officers, employees, agents, successors, and assigns, of and from any and all actions, causes of action, damages, liabilities, and claims arising out of Executive Order 11246, as amended, which I or my representatives (heirs, executors, administrators, or assigns) have or may have which relate in any way to my selection or non-selection for employment at any time prior to the effective date of the Release.

III.

I understand that Walsh denies that it treated me unlawfully or unfairly in any way and that Walsh entered into the above-referenced Conciliation Agreement with OFCCP in the spirit of conciliation and to bring closure to the Compliance Evaluation initiated by OFCCP on November 02, 2012. I further agree that the payment of the aforesaid sum by Walsh to me is not to be construed as an admission of any liability by Walsh.

IV.

I declare that I have read this Release and that I have had a full opportunity to consider and understand its terms and to consult with my advisors. I further declare that I have decided of my own free will to sign this Release.

V.

I understand that if I do not sign this Release Form and return it to Walsh at the address shown below by mail or other delivery method within 30 days from the date I receive this Release Form, I will not be entitled to receive any of the financial or other relief provided in the Conciliation Agreement.

**The Walsh Group, Ltd
929 West Adams Street
Chicago, Illinois 60607
Attention: Blair A. Russell, Corporate Counsel**

IN WITNESS WHEREOF, I have set my hand to this _____ day of _____, _____.
Day Month Year

Signature

RELEASE OF CLAIMS UNDER THE EXECUTIVE ORDER

In consideration of the payment to me of \$ 9,229.73 (Nine thousand two hundred twenty-two dollars and seventy-three cents) (minus deductions required by law) by The Walsh Group, Ltd Company (hereinafter Walsh), which I agree is acceptable, and also in consideration of the Conciliation Agreement between Walsh and the Office of Federal Contract Compliance Programs (hereinafter OFCCP), I, (6), (7)(C) agree to the following:

I.

I understand that the amount of \$ 9,229.73 set forth above is the minimum gross amount of my portion of the monetary settlement between OFCCP and Walsh, and that the actual payment to me will be reduced, in part, to account for legally required payroll deductions such as income tax withholding and Social Security contributions. I understand that this payment will be reflected on an Internal Revenue Service Form W-2 at the end of the calendar year in which the payment is made and I understand that I may owe income taxes on the amounts reported to me on the Form W-2.

II.

In exchange for the monetary amount set forth above, I hereby waive, release and forever discharge Walsh, its predecessors, related entities, subsidiaries, and organizations, and its and their directors, officers, employees, agents, successors, and assigns, of and from any and all actions, causes of action, damages, liabilities, and claims arising out of Executive Order 11246, as amended, which I or my representatives (heirs, executors, administrators, or assigns) have or may have which relate in any way to my selection or non-selection for employment at any time prior to the effective date of the Release.

III.

I understand that Walsh denies that it treated me unlawfully or unfairly in any way and that Walsh entered into the above-referenced Conciliation Agreement with OFCCP in the spirit of conciliation and to bring closure to the Compliance Evaluation initiated by OFCCP on November 02, 2012. I further agree that the payment of the aforesaid sum by Walsh to me is not to be construed as an admission of any liability by Walsh.

IV.

I declare that I have read this Release and that I have had a full opportunity to consider and understand its terms and to consult with my advisors. I further declare that I have decided of my own free will to sign this Release.

V.

I understand that if I do not sign this Release Form and return it to Walsh at the address shown below by mail or other delivery method within 30 days from the date I receive this Release Form, I will not be entitled to receive any of the financial or other relief provided in the Conciliation Agreement.

**The Walsh Group, Ltd
929 West Adams Street
Chicago, Illinois 60607
Attention: Blair A. Russell, Corporate Counsel**

IN WITNESS WHEREOF, I have set my hand to this _____ day of _____, _____.
Day Month Year

Signature