

**CONCILIATION AGREEMENT
BETWEEN
THE U. S. DEPARTMENT OF LABOR
OFFICE OF FEDERAL CONTRACT COMPLIANCE PROGRAMS
AND
ENVIROVANTAGE, INC. d/b/a LEAD SOURCE
OFCCP CASE NO. R00201474**

PART I. PRELIMINARY STATEMENT

The Office of Federal Contract Compliance Programs (“OFCCP”) evaluated EnviroVantage Inc.’s d/b/a Lead Source (“EnviroVantage”) facility located at 629 Calef Highway, Epping, NH 03042. and found that EnviroVantage was not in compliance with the Executive Order 11246, as amended (“E.O. 11246”), 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 implementing regulations at 41 C.F.R. Section(s) 60-1, 60-2, 60-3, 60-4, 60-250, 60-300, and 60-741. OFCCP notified EnviroVantage of the specific violations found and the corrective actions required in a Notice of Violations issued on April 8, 2019. 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 EnviroVantage, without admission of any alleged violations, enter into this Conciliation Agreement (“Agreement” or “Conciliation Agreement”) and agree to all the terms stated below.

PART II. GENERAL TERMS AND CONDITIONS

1. In exchange for EnviroVantage’s fulfillment of all obligations in Parts III and IV of the Agreement, OFCCP agrees not to institute administrative or judicial enforcement proceedings under E.O. 11246, Section 503, and/or VEVRAA 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 Part III if EnviroVantage violates this Agreement. Nothing in this Agreement precludes OFCCP from initiating enforcement proceedings based on future compliance evaluations or complaint investigations.
2. EnviroVantage 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. EnviroVantage will permit access to its premises during normal business hours for these purposes and will provide OFCCP with all reports and documents requested, including those specified in this Agreement.
3. EnviroVantage understands that nothing in this Agreement relieves EnviroVantage of its obligation to fully comply with the requirements of E.O. 11246, Section 503, VEVRAA, their implementing regulations, and other applicable equal employment laws.
4. EnviroVantage promises not to harass, intimidate, threaten, discriminate, or otherwise retaliate against any individual because the individual benefits from this Agreement, files a

complaint or participates in any investigation or proceeding under E.O. 11246, Section 503, and/or VEVRAA, or engages in any activity listed at 41 C.F.R. § 60-1.32(a).

5. The parties understand the terms of this Agreement and enter into it voluntarily.
6. This document and its attachments contain the complete and final understanding of the parties 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.
7. If one or more provisions of this Agreement are rendered unlawful or unenforceable, the remaining provisions will remain in full force and effect.
8. This Agreement becomes effective on the day it is signed by the Regional Director of the Northeast Region (the "Effective Date").
9. This Agreement will expire sixty (60) days after EnviroVantage submits the final progress report required in Part IV (D), below, unless OFCCP notifies EnviroVantage in writing prior to the expiration date that EnviroVantage has not fulfilled all of its obligations under the Agreement, in which case the Agreement is automatically extended until the date that OFCCP determines that EnviroVantage has met all of its obligations under the Agreement.
10. If EnviroVantage violates this Conciliation Agreement:
 - A. The procedures set forth at 41 C.F.R. § 60-1.34 will govern:
 - 1) If OFCCP believes that EnviroVantage violated any term of the Agreement while it was in effect, OFCCP will send EnviroVantage a written notice stating the alleged violations and summarizing any supporting evidence.
 - 2) EnviroVantage will have 15 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.
 - 3) If EnviroVantage 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.
 - 4) OFCCP may seek enforcement of this Agreement itself and is not required to present proof of any underlying violations resolved by this Agreement.
 - B. EnviroVantage may be subject to the sanctions set forth in Section 209 of the Executive Order, 41 C.F.R. § 60-741.66, 41 C.F.R. § 60-250.66, or 41 C.F.R. § 60-300.66 and/or other appropriate relief for violation of this Agreement.

11. This Agreement does not constitute an admission by EnviroVantage of any violation of E.O. 11246, Section 503, VEVRAA, or other laws, nor has there been an adjudicated finding that EnviroVantage violated any laws.

PART III. SPECIFIC VIOLATIONS AND REMEDIES

1. HIRING DISCRIMINATION

- A. OFCCP found that EnviroVantage was not in compliance with the nondiscrimination requirements of the equal opportunity clause of E.O. 11246 § 202 and 41 C.F.R. § 60-1.4(a) (1). OFCCP analyzed EnviroVantage's hiring process and selection procedures from January 19, 2015 to July 31, 2017. It is the OFCCP's position that EnviroVantage discriminated against female applicants for Field Worker/Demo Worker positions. OFCCP found that there was a comparative disparity in the hiring of Field Worker/Demo Workers based on gender.
- B. OFCCP's comparative cohort analysis indicates hiring discrimination against female applicants. OFCCP found additional evidence that supports its hiring discrimination claim. Specifically, OFCCP determined inconsistencies in the selection process, production of contradictory documentation, and anecdotal evidence from management and applicant interviews. Accordingly, OFCCP determined that EnviroVantage engaged in a pattern or practice of discrimination against twelve (12) female applicants who applied for Field Worker/Demo Worker positions during the review period. For purposes of this Agreement, "Field Worker/Demo Worker" refers to entry-level field work positions on construction sites.
- C. EnviroVantage denies that its selection and hiring process had any adverse impact on the hiring of females for the Field Worker/Demo Worker position. However, in the interest of resolving the dispute between the OFCCP and EnviroVantage, EnviroVantage will agree to the terms of this Agreement.
- D. MONETARY REMEDY FOR AFFECTED CLASS

- 1) Notice. Within sixty (60) calendar days of the Effective Date of this Agreement, EnviroVantage will send the notice of the terms of this Agreement in Attachment 1-B to the twelve (12) female applicants listed on Attachment 1-A (hereinafter "List") by mailing by certified mail and first class mail to each individual in the affected class the Notice to Affected Class (Attachment 1-B, "Notice"), Information Verification & Employment Interest Form (Attachment C, "Interest Form"), Release of Claims under Executive Order 11246 (Attachment D, "Release"), and a postage paid return envelope. EnviroVantage will notify OFCCP of all letters returned as undeliverable ten (10) days after the response deadline set out in the Interest Form. In addition, within thirty (30) days after expiration of the response deadline set out in the Interest Form, EnviroVantage will provide OFCCP with a list of the individuals in the affected class who have not yet responded to the Notice and/or have not

returned a signed Interest Form and Release. OFCCP will then attempt to obtain and provide updated addresses to EnviroVantage within fifteen (15) days of receiving the list from EnviroVantage. EnviroVantage agrees to mail by certified mail and first class mail a second Notice, Interest Form, Release, and postage paid return envelope to all individuals for whom updated addresses were obtained within fifteen (15) days of receiving the updated addresses.

- 2) Eligibility. All members of the affected class (listed on Attachment 1-A) who sign and return both the Interest Form and Release to EnviroVantage within thirty (30) calendar days of the postmarked date on the envelope containing the first or second Notice, Interest Form, and Release ("Eligible Class Member Applicants") will receive a share of the monetary settlement under this Agreement. If an individual receives, but does not return the Interest Form and Release to EnviroVantage within thirty (30) calendar days of the postmarked date on the envelope containing the first or second Notice, Interest Form and Release, she will no longer be entitled to a payment under this Agreement or for consideration for employment.

Within one hundred and twenty (120) days after the response deadline set forth in the Interest Form, EnviroVantage will provide OFCCP with a list of the Eligible Class Member Applicants. Within ten (10) calendar days after receiving the list, OFCCP will approve the final list of Eligible Class Member Applicants or discuss with EnviroVantage any issues necessary to finalize the list, such as the inclusion or exclusion of certain individuals.

All Eligible Class Member Applicants are entitled to their equal share of the monetary settlement, regardless of whether they are interested in employment with EnviroVantage.

- 3) Monetary Settlement. EnviroVantage agrees to distribute a total of \$100,000 which is \$92,059.65 in back pay plus \$7,940.35 in interest to Eligible Class Member Applicants, less legal deductions required by law (such as federal, state and/ or local taxes and the Eligible Class Member Applicants' share of FICA taxes), in equal shares among all Eligible Class Member Applicants on the final approved list. From separate funds, EnviroVantage will pay the Internal Revenue Service ("IRS") the employer's share of social security withholdings and will mail each Eligible Class Member Applicant an IRS W-2 Form reporting the portion of the payment representing back pay and an IRS Form 1099 for the portion of the payment representing interest. These IRS forms will be mailed at the same time as all other W-2 earnings and 1099 forms are sent to other employees. EnviroVantage will disburse the monetary settlement within fifteen (15) calendar days after OFCCP approves the final list of Eligible Class Member Applicants.

Within ten (10) calendar days of EnviroVantage's receipt of a check to an Eligible Class Member Applicant returned as undeliverable, EnviroVantage will notify OFCCP of this fact via e-mail sent to Liaison Alyne M. Butland at

(b) (6), (b) (7)(E) OFCCP will attempt to locate the Eligible Class Member

Applicant, and if OFCCP obtains an alternate address, EnviroVantage will re-mail the check within ten (10) calendar days of receiving an alternate or corrected address. Any check that remains uncashed 120 days after the initial date the check was mailed to the Eligible Class Member Applicant will be void. With respect to any uncashed funds, EnviroVantage will have sixty (60) days to divide the remaining funds equally to the remaining Eligible Class Member Applicants.

- 4) Employment. As Field Worker/Demo Worker positions become available, EnviroVantage will consider qualified female Eligible Class Member Applicants who express an interest in being considered for employment with EnviroVantage (collectively, "Interested Eligible Class Member Applicants") until twelve (12) Interested Eligible Class Member Applicants or twelve (12) Interested Female Applicants are hired into Field Worker/Demo Worker positions or until the list of Interested Eligible Class Member Applicants is exhausted, whichever occurs first. "Interested Female Applicants" are females other than Interested Eligible Class Member Applicants who apply for an open position following the execution of this Agreement and meet the requirements for employment. Interested Eligible Class Member Applicants will be considered in the order EnviroVantage receives their Interest Forms. If EnviroVantage receives more than one response on any given day, those Interested Eligible Class Member Applicants and Interested Female Applicants will be considered for employment based on the date of their original application. EnviroVantage will initiate its hiring of Interested Eligible Class Member Applicants within 180 days of the Effective Date of this Agreement or after the response deadline set out in the Interest Form, and will complete its hiring obligations under this section within two years of the Effective Date of this Agreement.
- 5) Interested Eligible Class Member Applicants or Interested Female Applicants must have successfully completed the EnviroVantage Apprenticeship Training program or successfully completed three consecutive months of employment for EnviroVantage through a staffing agency and will be allowed at least two weeks to report for work after receiving a written job offer from EnviroVantage. The Interested Eligible Class Member Applicants hired into Field Worker/Demo Worker positions pursuant to this Agreement will be paid the current wage rate for the Field Worker/Demo Worker position and will be provided with the same benefits and opportunity to earn overtime and shift differentials as other EnviroVantage employees. In addition, all Interested Eligible Class Member Applicants hired will receive retroactive seniority using the date of their original application as their hire date, and all future benefits, to the extent permissible under ERISA and in accordance with the written terms of any ERISA plans, will be retroactive to the seniority date.

E. NON-MONETARY REMEDIES

EnviroVantage will ensure that all applicants are afforded equal employment opportunities. EnviroVantage agrees to immediately cease using the selection procedures, practices, and/or policies, which negatively affected the hiring of female

applicants for Field Worker/Demo Worker positions. EnviroVantage agrees to continue and/or to implement the corrective actions detailed below.

1) Hiring Process

(a) Establish Non-Discriminatory Selection Procedures:

EnviroVantage agrees to comply with all OFCCP regulations concerning selection procedures, including 41 C.F.R. Part 60-3. EnviroVantage will not use any selection procedure that has an adverse impact, as defined in 41 C.F.R. § 3.4D, on applicants of a particular gender unless it properly validates the procedure pursuant to these regulations.

(b) Review and Revisions Required: EnviroVantage will revise, in writing, the practices, policies and procedures it uses to select applicants for Field Worker/Demo Workers positions (hereinafter “Hiring Process”). Specifically, EnviroVantage will:

- (i) Review and revise as needed EnviroVantage’s selection process for the Field Worker/Demo Worker position including the criteria used in each step of the hiring process, including any application screens, interviews, tests, credit checks, review of criminal history, reference checks, testing, or other selection procedure;
- (ii) Create a job description for the Field Worker/Demo Worker position which describes the essential job functions, specific, job-related qualification standards for the Field Worker/Demo Worker position that reflects the duties, functions, and competencies of the position to ensure it is accurate and to minimize the potential for gender stereotyping or other unlawful discrimination;
- (iii) Ensure all policies and qualification standards are uniformly applied to all applicants; and
- (iv) List clearly on its recruiting materials and job postings the minimum qualifications, including required skills and certifications.

(c) Recordkeeping and Retention: EnviroVantage will provide written procedures to implement the system and ensure that applicants are tracked and decisions are documented at each step in the hiring process. EnviroVantage will write and implement procedures to ensure that documents are retained in accordance with 41 C.F.R. 601.12(a) and Part 60-3.

(d) Training: Within one hundred twenty (120) days of the Effective Date of this Agreement, EnviroVantage must train all individuals involved in any way in recruiting, selecting, or tracking applicants for Field Worker/Demo Worker positions on the Hiring Process. The training will include instruction in: the

proper implementation of the recruitment, tracking and selection procedures; neutral application of the specified qualifications and criteria that will be used at each step in the hiring process; procedures to be used to document the decisions made at each step in the hiring process; and the procedures to be used to ensure that documents are retained in accordance with 41 C.F.R. § 60-1.12(a) and Part 60-3. EnviroVantage will meet with management and all individuals responsible for the selection process and review its equal employment obligations and nondiscrimination policies related to hiring. Specific attention will be directed to ensure that female applicants, who benefit from the provisions of this Agreement, are not retaliated against, or suffer harassment or any form of reprisal or adverse action based on or in relation to the terms of this Agreement.

- (e) **Monitoring:** EnviroVantage agrees to monitor selection rates at each step of its selection process for Field Workers/Demo Workers. Where it is determined that a selection procedure has an adverse impact, as defined in 41 C.F.R. § 3.4D, on the hiring of applicants of a particular gender, EnviroVantage will eliminate the procedure, choose an alternative procedure, or validate the procedure in accordance with the UGESP codified at 41 C.F.R. Part 60-3. EnviroVantage agrees to maintain and make available to OFCCP records concerning the impact of the selection process for the Field Worker/Demo Worker position. This includes the number of persons hired by gender, the number of applicants who applied by gender, and the selection procedures utilized. This information will be maintained until the expiration of this Agreement or as long as required by the regulations, whichever is later.

2. RECORDKEEPING AND ADVERSE IMPACT ANALYSIS VIOLATIONS

- A. **VIOLATION:** EnviroVantage failed to preserve all personnel and/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 occurred later, as required by 41 CFR 60-1.12(a). Specifically, since at least January 19, 2015 through July 31, 2017, EnviroVantage did not preserve all copies of records pertaining to the selection process, including job applications, resumes, screening notes, interview notes and selection forms.

REMEDY: EnviroVantage will preserve any personnel or employment record it makes or keeps in either electronic or hard copy format, including all applications and selection forms, 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. Where a compliance evaluation has been initiated by OFCCP, EnviroVantage will preserve all personnel and employment records until OFCCP makes a final disposition in the matter. 41 CFR 60-1.12(a).

- B. **VIOLATION:** Since at least January 19, 2015 through July 31, 2017, EnviroVantage failed to collect, maintain and have available for inspection records or other information for its Field Worker/Demo Worker position that would disclose the impact which its tests or other selection procedures had upon employment opportunities of persons by identifiable gender, in order to determine compliance with 41 C.F.R. Part 60-3, the

Uniform Guidelines on Employee Selection Procedures (“UGESP”), as required by 41 C.F.R. 60-3.4.

REMEDY: Effective immediately, EnviroVantage will have available for inspection, records or other information for its Field Worker/Demo Worker position that will disclose the impact that its tests and other selection procedures have upon employment opportunities of persons by identifiable gender, in order to determine compliance with 41 C.F.R. Part 60-3, the UGESP. EnviroVantage will retain all information received and generated as a result of the processing of all Field Worker/Demo Worker applicants. All information received and developed as a result of processing these applicants through EnviroVantage’s selection system must be captured and retained on the applicant flow and hire log. The applicant flow and hire log will be used to conduct impact ratio analyses on EnviroVantage’s selection process. In addition, EnviroVantage will ensure its selection criteria are applied uniformly and hiring decisions are made in a non-discriminatory manner. EnviroVantage will monitor and ensure all stages of the selection procedures will be in compliance with 41 C.F.R. Part 60-3, the UGESP.

EnviroVantage will conduct adverse impact analyses on at least an annual basis for the purpose of determining whether adverse impact exists against applicants based on race and gender, in hiring. These analyses will be done by job for each group constituting more than 2% of the labor force in the relevant labor area or 2% of the applicable workforce. If adverse impact is identified in the total selection process, EnviroVantage will evaluate each individual component of the selection process for adverse impact. If adverse impact is found to exist in any of the individual components of the selection process, EnviroVantage will validate each such component in accordance with the Uniform Guidelines on Employee Selection Procedures or utilize selection procedures, which do not result in adverse impact.

3. **ADDITIONAL VIOLATIONS**

- A. **VIOLATION:** Since at least January 19, 2015 through July 31, 2017, EnviroVantage failed to implement an effective applicant tracking system in accordance with the requirements of 41 CFR 60-3.4 and 60-3.15. Specifically, EnviroVantage failed to effectively collect race and gender on individuals who applied by mail, on-line, or other means and did not advance to the interview stage of its selection process.

REMEDY: EnviroVantage will implement an updated and refined applicant tracking system for hires that will allow EnviroVantage to analyze the pool of applicants for: a) Affirmative Action purposes to ensure that the process is yielding an adequate pool of qualified minority and female applicants; and b) Nondiscrimination purposes to monitor for disparate treatment or unlawful adverse impact in the selection process. EnviroVantage will continue such analysis of its applicant pool as long as it is subject to the requirements of EO 11246.

- B. **VIOLATION:** During the period November 25, 2015 through August 31, 2016,

EnviroVantage failed to include the notice set forth in 41 CFR 60-4.2(d) in all solicitations for offers and bids on all federal and federally assisted contracts to subcontractors in excess of \$10,000.

REMEDY: EnviroVantage will include the notice set forth in 41 CFR 60-4.2(d) in all solicitation for offers and bids on all federal and federally assisted contracts to subcontractors in excess of \$10,000.

- C. **VIOLATION:** During the period November 25, 2015 through August 31, 2016, EnviroVantage failed to notify OFCCP in writing within (10) working days of the award of any construction subcontract in excess of \$10,000 that is made under a covered Federal or federally assisted contract, as required by 41 CFR 60-4.2(d)3.

REMEDY: EnviroVantage will notify OFCCP in writing within ten (10) working days of the award of any construction subcontract in excess of \$10,000 that is made under any Federal or federally assisted contract. The notification will list the name, address and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

- D. **VIOLATION:** During the period November 25, 2015 through August 31, 2016, EnviroVantage failed to establish, update, and maintain a current list of minority and female recruitment sources, to provide written notification to minority and female recruitment sources and community organizations when it had employment opportunities available, and to maintain a record of responses to such notifications, as required by 41 CFR 60-4.3(a) 7.b.

REMEDY: EnviroVantage will establish, update and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when EnviroVantage has employment opportunities available, and maintain a record of responses to these notifications.

- E. **VIOLATION:** During the period November 25, 2015 through August 31, 2016, EnviroVantage failed to develop on-the-job training opportunities or to participate in training programs for recruiting areas that expressly include members of minority groups and women, including upgrading programs and apprenticeship and trainee programs relevant to the contractor's employment needs, especially those programs funded or approved by the Department of Labor and to provide notice of these programs to recruitment sources, as required by 41 CFR 60-4.3(a)7.e.

REMEDY: EnviroVantage will develop on-the-job training opportunities or to participate in training programs for recruiting areas that expressly include members of minority groups and women including upgrading programs and apprenticeship and trainee programs relevant to the contractor's employment needs, especially those

programs funded or approved by the Department of Labor and to provide notice of these programs to the recruitment sources.

- F. **VIOLATION**: During the period November 25, 2015 through August 31, 2016, EnviroVantage failed to document and maintain a record of all solicitations of offers for subcontracts from small disadvantaged businesses or disadvantaged business enterprises, including circulation of solicitations to contractor associations pursuant to 41 CFR 60-4.3(a)7.o.

REMEDY: EnviroVantage will document and maintain a record of all solicitations of offers for subcontracts from small disadvantaged businesses or disadvantaged business enterprises, including circulation of solicitations to contractor associations pursuant to 41 CFR 60-4.3(a)7.o.

- G. **VIOLATION**: During the period November 25, 2015 through August 31, 2016, EnviroVantage failed to include the equal opportunity clause for VEVRAA in its subcontracts and/or purchase orders, either directly or by reference, in violation of 41 CFR 60-300.5(a)-(d).

REMEDY: EnviroVantage 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 Contractor incorporates the equal opportunity clause in its subcontracts and purchase orders by reference, rather than by restating the clause verbatim, it will incorporate the clause in the manner prescribed by 41 CFR 60-300.5(d).

- H. **VIOLATION**: During the period of November 25, 2015 through August 31, 2016, EnviroVantage failed to prepare and maintain an Affirmative Action Program (AAP) for protected veterans in violation of 41 CFR 60-300.40-45. Accordingly, EnviroVantage failed to comply with any of its AAP obligations set forth in Subpart C of the regulations, 41 CFR 60-300.40-45.

REMEDY: EnviroVantage will prepare and maintain an AAP for protected veterans. The AAP will set forth EnviroVantage's policies and procedures in accordance with 41 CFR 300.40-45. This AAP may be integrated into or kept separate from other AAPs. EnviroVantage must review and update annually its AAP pursuant to 41 CFR 60-300.40(c), and must comply with all obligations set forth in Subpart C of the regulations, 41 CFR 60-300.40-45.

- I. **VIOLATION**: During the period November 25, 2015 through August 31, 2016, EnviroVantage failed to provide equal opportunity to qualified disabled veterans in its online job application procedures. Specifically, EnviroVantage failed to ensure that disabled veterans can: a) use EnviroVantage's online application system, b) request an accommodation to be able to use EnviroVantage's online application system, or c) access and use timely alternative application procedures, in violation of 60-300.5(a)(1)(i).

REMEDY: EnviroVantage will make its internal and external online application systems accessible to disabled veterans by implementing at least the following:

- a) *Online features* that include prominent display of i) a notice outlining EnviroVantage’s accommodation process and ii) options for those applicants who cannot use the online system because of a disability to apply in an alternate way. At a minimum, this display will contain the name, job title and telephone number of EnviroVantage’s contact person, and the process for requesting an accommodation.
- b) *Procedures for contacting EnviroVantage other than online*, to participate in EnviroVantage’s application process as timely and equally as other applicants for EnviroVantage’s vacancies.

EnviroVantage will audit and evaluate its online and offline application procedures to determine whether they are providing equal opportunity to disabled veterans and take corrective action, if warranted.

- J. **VIOLATION:** During the period November 25, 2015 through August 31, 2016, EnviroVantage failed to invite applicants to inform it whether the applicant believes that he or she is a veteran protected by VEVRAA in violation of 41 CFR 60–300.42.

REMEDY: EnviroVantage will invite applicants to inform it whether the applicant believes that he or she is a veteran protected by VEVRAA, as required by 41 CFR 60–300.42.

More specifically, EnviroVantage will invite applicants for employment, prior to an offer of employment, to voluntarily identify as a protected veteran. Additionally, EnviroVantage will invite applicants for employment, after an offer of employment but before applicants begin their job duties, to voluntarily inform it whether the applicant believes that he or she is a protected veteran. EnviroVantage will invite the applicant to also indicate if he or she belongs to one or more of the specific categories of protected veterans, as defined by 41 CFR 60–300.2(q). All invitations to self-identify as a protected veteran will comply with the requirements of 41 CFR 60–300.42(c). EnviroVantage will keep all self-identification information confidential and maintain it in a separate data analysis file, rather than in its personnel or medical files, in accordance with 41 CFR 60–300.42(e).

- K. **VIOLATION:** During the period of November 25, 2015 through August 31, 2016, EnviroVantage 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, EnviroVantage failed to establish meaningful contacts with organizations of and for veterans and with vocational rehabilitation agencies or facilities, for such purpose as advice, technical assistance and referral of potential employees.

REMEDY: EnviroVantage will undertake external outreach and positive recruitment activities that are reasonably designed to effectively recruit qualified protected veterans, such as those described at 60-300.44(f) (2). EnviroVantage 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). EnviroVantage will document all activities it undertakes to comply with this section, in accordance with 41 CFR 60-300.44(f)(4).

- L. **VIOLATION**: During the period November 25, 2015 through August 31, 2016, EnviroVantage failed to include the equal opportunity clause for Section 503 in its subcontracts and/or purchase orders, either directly or by reference, in violation of 41 CFR 60-741.5(a)-(d).

REMEDY: EnviroVantage will include or reference the provisions of the equal opportunity clause in its subcontracts and purchase orders, as required by 41 CFR 60-741.5(a)-(d). If Contractor incorporates the equal opportunity clause in its subcontracts and purchase orders by reference, rather than by restating the clause verbatim, it will incorporate the clause in the manner prescribed by 41 CFR 60-741.5(d).

- M. **VIOLATION**: During the period November 25, 2015 through August 31, 2016, EnviroVantage failed to provide equal opportunity to qualified individuals with disabilities in its online job application procedures. Specifically, EnviroVantage failed to ensure that individuals with disabilities can: a) use EnviroVantage's online application system, b) request an accommodation to be able to use EnviroVantage's online application system, or c) access and use timely alternative application procedures. 60-741.5(a) (1) (i).

REMEDY: EnviroVantage will make its internal and external online application systems accessible to qualified individuals with disabilities by implementing at least the following:

- a) *Online features* that include prominent display of i) a notice outlining EnviroVantage's accommodation process and ii) options for those applicants who cannot use the online system because of a disability to apply in an alternate way. At a minimum, this display will contain the name, job title and telephone number of EnviroVantage's contact person, and the process for requesting an accommodation.
- b) *Procedures for contacting EnviroVantage other than online*, to participate in EnviroVantage's application process as timely and equally as other applicants for EnviroVantage's vacancies.

EnviroVantage will audit and evaluate its online and offline application procedures to determine whether they are providing equal opportunity to individuals with disabilities and take corrective action, if warranted.

- N. **VIOLATION**: During the period November 25, 2015 through August 31, 2016, EnviroVantage failed to invite its employees and applicants for employment to voluntarily self-identify as an individual with a disability, using the OMB-approved form for this purpose, in violation of 41 CFR 60-741.42. Specifically, EnviroVantage failed to conduct the initial survey of its employees; failed to invite self-identify pre-offer; and failed to invite self-identify post-offer.

REMEDY: EnviroVantage will invite both its applicants for employment, and its employees, to voluntarily self-identify as an individual with a disability, in accordance with 41 CFR 60-741.42. All invitations to self-identify will be made using the OMB-approved form for this purpose (available on the OFCCP website).

More specifically, EnviroVantage will invite each of its applicants for employment, prior to an offer of employment, to voluntarily inform it whether the applicant believes that he or she is an individual with a disability, as that term is defined in 41 CFR 60-741.2(g)(1)(i) or (ii). EnviroVantage will also invite each of its applicants for employment, after an offer of employment has been made and before the applicant begins work, to voluntarily inform it whether the applicant believes that he or she is an individual with a disability. In addition, during the first year it is subject to this requirement, EnviroVantage will invite each of its employees to voluntarily self-identify as an individual with a disability, and then extend this invitation again at five-year intervals, thereafter. At least once during each interval, EnviroVantage will remind its employees that they may voluntarily update their disability-related self-identification information at any time. EnviroVantage will keep all self-identification information confidential and maintain it in a separate data analysis file, rather than in its personnel or medical files, in accordance with 41 CFR 60-741.42(e).

- O. **VIOLATION:** During the period November 25, 2015 through August 31, 2016, EnviroVantage failed to prepare and maintain an AAP for qualified individuals with disabilities, in violation of 41 CFR 60-741.40(b). Accordingly, EnviroVantage failed to comply with any of its AAP obligations set forth in Subpart C of the regulations, 41 CFR 60-741.40-45.

REMEDY: EnviroVantage will prepare and maintain an AAP for qualified individuals with disabilities. The AAP will set forth EnviroVantage's policies and procedures in accordance with 41 CFR 741.40-45. This AAP may be integrated into or kept separate from other AAPs. EnviroVantage will review and update annually its AAP pursuant to 41 CFR 60-741.40(c), and will comply with all obligations set forth in Subpart C of the regulations, 41 CFR 60- 741.40-45.

- P. **VIOLATION:** During the period November 25, 2015 through August 31, 2016, EnviroVantage failed to undertake appropriate outreach and positive recruitment activities that were reasonably designed to effectively recruit qualified individuals with disabilities, in violation of 41 CFR 60-741.44(f). Specifically, EnviroVantage failed to establish meaningful contacts with organizations of and for individuals with disabilities and with vocational rehabilitation agencies or facilities, for such purpose as advice, technical assistance and referral of potential employees. 41 CFR §60-741.44(f).

REMEDY: EnviroVantage will 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).

EnviroVantage 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). EnviroVantage will document all activities it undertakes to comply with this section, in accordance with 41 CFR 60-741.44(f) (4).

PART IV. REPORTS REQUIRED

1. EnviroVantage will submit the documents and reports described below to:

Rhonda Aubin Smith
District Director
Boston District Office
U.S. Department of Labor, OFCCP
15 New Sudbury Street
JFK Federal Building, Room E-235
Boston, MA 02203

- A. Within **ninety (90) calendar days** of the Effective Date of this Agreement, EnviroVantage will submit a copy of the written Hiring Process.
- B. Within **one hundred and eighty (180) calendar days** of the Effective Date of this Agreement, EnviroVantage must submit documentation that all managers, supervisors and other personnel involved in recruiting, selecting, or tracking applicants for the Field Worker/Demo Worker position have been trained on the Hiring Process. The documentation must include the dates of the training, the names and job titles of all attendees, an outline of the topics discussed in the training, and the name and job title of each person who conducted the training.
- C. Within the prescribed timeframes, EnviroVantage must submit all documents and information referenced in PART III, Section (1)(D) including:
 - 1) Within **one hundred (100) calendar days** of the Effective Date of this Agreement, EnviroVantage will submit:
 - a) Documentation of the mailing of the "Notice," "Information Verification Form" and "Release" to the class members listed in Attachment 1-A, and
 - b) A list of class members who failed to respond to the Notice along with copies of the undeliverable envelopes.
 - 2) Within **one-hundred fifty (150) calendar days** of the Effective Date of this Agreement, EnviroVantage will submit documentation of the mailing of the Notice, Information Verification Form, and Release to class members for whom OFCCP has located updated addresses.
 - 3) Within **one-hundred seventy (170) days** from the Effective Date of this Agreement,

EnviroVantage will submit a final list of Eligible Class Member Applicants who shall be entitled to monetary and other benefits provided for in this Agreement.

- 4) Within **thirty (30) days** of OFCCP's approval of the final list of Eligible Class Member Applicants, EnviroVantage will submit notification to OFCCP of undeliverable/returned checks to EnviroVantage.
- D. EnviroVantage will submit a progress report covering each six-month period for the two years that this Agreement is in effect. The first progress report will be due seven months after the Effective Date of this Agreement and must cover the six-month period beginning with the Effective Date. Each subsequent report will cover the successive six-month period, and will be submitted within 30 calendar days after the close of that six-month period until four (4) acceptable progress reports have been received. EnviroVantage will submit the following in each progress report:
- 1) Documentation of monetary payments to all Eligible Class Member Applicants. The documentation will include the names of Eligible Class Member Applicants who were paid, and, for each Eligible Class Member Applicant, the number and the amount of the check and the date the check cleared the bank. EnviroVantage must provide OFCCP with copies of all canceled checks upon request;
 - 2) Documentation of specific hiring activity for Interested Eligible Class Member Applicant who were hired as Field Workers/Demo Workers in accordance with this Agreement, including name, date of hire, job title hired into, rate of pay and proof of retroactive seniority and benefits;
 - 3) For Interested Eligible Class Member Applicants who were considered for employment but were not hired, EnviroVantage will provide the reason for non-placement along with all relevant documentation (e.g., documentation that the Eligible Class Member Applicant declined a job offer);
 - 4) The total number of applicants and hires and the breakdown of each by race, gender and ethnic group for the Field Worker/Demo Worker position during the reporting period, including all temporary, part time, and seasonal workers who were referred to and/or assigned to work at EnviroVantage by a staffing firm or employment agency.
 - 5) For the Field Worker/Demo Worker position, the results of EnviroVantage's analysis as to whether its total selection process has adverse impact, as defined in 41 C.F.R. § 60-3.4D, on those members of groups set forth in 41 C.F.R. § 60-3.4B (for purposes of the adverse impact analysis, the EnviroVantage will not include the applications and hires made of Interested Eligible Class Member Applicants pursuant to this Agreement in that analysis; EnviroVantage must combine the data for the current report with the data from the previous report(s) to analyze at least a 12-month period).

- 6) For each case where the total selection process has an adverse impact, as defined in 41 C.F.R. § 60-3.4D, the results of EnviroVantage's evaluation of the individual components of the selection process for adverse impact; and/or the actions taken by EnviroVantage upon determining that any component of the selection process has an adverse impact on members of groups set forth in Part III, Section 2 - Recordkeeping/Adverse Impact Analysis Violations above.

E. Reporting Requirements for the Part III, Section 6 C. Additional Violations.

- 1) Within 90 days of the Effective Date of this Agreement, EnviroVantage will submit the following:
 - a. A screenshot of EnviroVantage's online application screen evidencing a reasonable accommodation statement.
 - b. The current AAP for protected veterans. The AAP will set forth EnviroVantage's policies and procedures in accordance with 41 CFR 300.40-45.
 - c. The current AAP for qualified individuals with disabilities. The AAP will set forth EnviroVantage's policies and procedures in accordance with 41 CFR 741.40-45
 - d. A narrative discussion of the implementation of EnviroVantage's new applicant tracking system, to include a description of the system and training on the system.
 - e. A copy of one subcontract and one purchase order incorporating or referencing the provisions of applicable equal opportunity clauses as prescribed under 41 CFR 60-4.2(d), CFR 60-300.5(d) and 41 CFR 60-741.5(d).
 - f. A copy of EnviroVantage's form to invite voluntary self-identification of race and gender status and a description of the self-identification process, including a description of the process in which EnviroVantage invites individuals to self-identify.
 - g. A copy of EnviroVantage's self-identification form used to identify protected veterans during the pre- and post-offer stage as well as documentation of the number of applicants who self-identified as protected veterans pursuant to 41 CFR 60-300.42(a), or who are otherwise known as protected veterans.
 - h. A copy of EnviroVantage's self-identification form used to identify individuals with a disability as well as documentation of the number of

applicants who self-identified as an individual with a disability pursuant to 41 CFR 60-741.42(a), or who are otherwise known to be individuals with disabilities.

In addition to Items 1-6 listed in Part IV, Section 1(D) above, EnviroVantage will submit the following information in each six-month report following the first report:

- 1) Documentation of EnviroVantage's current list of minority and female recruitment sources and community-based organizations to which EnviroVantage provides notification of employment opportunities, when available, as required by 41 CFR 60-4.3(a)7.b.
- 2) Documentation of each outreach activity/effort targeted to recruit protected veterans taken during the reporting period above. This may include a variety of activities and efforts, such as participation in job fairs, recruitment efforts in coordination with educational institutions, apprenticeships, and providing identified sources serving individuals with disabilities and with job announcements. A copy of EnviroVantage's evaluation of each activity's effectiveness, and its internal assessment of the effectiveness of the totality of its outreach efforts, as required by 41 CFR 60-300.44(f).
- 3) Documentation of each outreach activity/effort targeted to recruit individuals with disabilities during the reporting period above. This may include a variety of activities and efforts, such as participation in job fairs, recruitment efforts in coordination with educational institutions, apprenticeships, and providing identified sources serving individuals with disabilities and with job announcements. A copy of EnviroVantage's evaluation of each activity's effectiveness, and its internal assessment of the effectiveness of the totality of its outreach efforts, as required by 41CFR-741.44(f).
- 4) A listing of all applicants and hires for all job openings in the trades during the reporting period. This list must include:
 - a. Applicant name or ID;
 - b. Race/Ethnicity;
 - c. Gender;
 - d. Date of application;
 - e. Job group applied to;
 - f. Job title applied for;
 - g. Job group hired into;
 - h. Job title hired into;
 - i. Veteran status;
 - j. Disability; and
 - k. Disposition for those not selected for hire.

- For item 4, above, within fifteen (15) days of receipt of the second progress report OFCCP will send EnviroVantage a list of thirty (30) randomly selected applicant names. EnviroVantage will have fifteen (15) days to submit the applications and self-identification forms.
- 5) Proof that solicitations or offers over \$10,000 as prescribed under 41 CFR 60-4.2(d) 3, were submitted through OFCCP's portal or the appropriate office.
 - 6) Copies of all solicitations of offers for subcontracts from small disadvantaged businesses or disadvantaged business enterprises, received during the review period as per 41 CFR 60-4.3(a) 7.o.
 - 7) Documentation of records of employees' participation in training programs, including those that are funded by the Department of Labor's Bureau of Apprenticeship and Training and documentation that EnviroVantage informed minority and female recruitment sources and schools of these programs in writing.

EnviroVantage will retain all records and data pertinent to the violations resolved by this Agreement and/ or used to prepare required reports until this Agreement expires or as long as required by OFCCP's regulations, whichever date occurs later.

Part V. SIGNATURES

This Conciliation Agreement is hereby executed by and between the OFCCP and EnviroVantage, Inc., Epping, New Hampshire.

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

Scott Knightly
President
EnviroVantage, Inc.

Date: 5/11/2020

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

Rhonda Aubin Smith
District Director
Boston District Office
OFCCP-Northeast Region

Date: 05/12/20

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

Diana Sen
Regional Director
OFCCP-Northeast Region

Date: 5/12/2020

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

Adriana Lopez
Assistant District Director
Boston District Office
OFCCP-Northeast Region

Date: 05/12/2020

(b) (6), (b) (7)(E)

(b) (6), (b) (7)(E)

Liaison
Boston District Office
OFCCP-Northeast Region

Date: 05/12/2020

ATTACHMENT 1-A

LIST OF ELIGIBLE CLASS MEMBERS

Last Name	First Name
(b) (6), (b) (7)(C)	

ATTACHMENT 1-B

NOTICE TO ELIGIBLE CLASS MEMBER APPLICANTS

Dear [NAME]:

EnviroVantage, Inc. (“CONTRACTOR”) and the Department of Labor's Office of Federal Contract Compliance Programs (“OFCCP”) have entered into a Conciliation Agreement (“Agreement”) to remedy the violations of EXECUTIVE ORDER 11246 (“E.O. 11246”), SECTION 503 OF THE REHABILITATION ACT (“SECTION 503”), VIETNAM VETERANS READJUSTMENT ASSISTANCE ACT (“VEVRAA”) based on OFCCP’s compliance review EnviroVantage’s Epping facility.

OFCCP found that EnviroVantage is not in compliance with the nondiscrimination requirements of the equal opportunity clause of E.O. 11246 § 202 and 41 C.F.R. § 60-1.4(a)(1) with regard to Field Worker/Demo Worker positions. OFCCP’s analysis of EnviroVantage’s hiring process and selection procedures alleges that during the period of January 1, 2015 through April 10, 2017 (“review period”), EnviroVantage discriminated against female applicants for Field Worker/Demo Worker positions. OFCCP found that there was a comparative disparity in the hiring of Field Workers/Demo Workers based on gender.

There has not been any adjudicated finding that EnviroVantage violated any laws and EnviroVantage denies all alleged violations. OFCCP and EnviroVantage entered into the Agreement to resolve the matter without resorting to further legal proceedings. You have been identified as an individual who applied for a Field Worker/Demo Worker during that time period, but was not hired.

As part of this Agreement, you are eligible to receive a distribution of at least \$8,333.33 less lawful payroll deductions. Under the terms of this Agreement, it may take up to six months from the date of this letter before you receive your distribution. In order to be eligible for a payment, you must complete, sign, and return both the enclosed Information Verification and Employment Interest Form and Release of Claims under Executive Order 11246. You should complete and mail back the form as soon as possible; it *must* be postmarked to the address below no later than 30 days after the date this Notice was mailed out (postmarked) for you to be entitled to participate in this settlement:

Daniel Lopez
Senior HR Manager
EnviroVantage, Inc.
629 Calef Highway (Route 125)
Epping, NH 03042

You may use the enclosed postage-paid return envelope to return the completed and signed Information Verification and Employment Interest Form.

In addition to the monetary distribution, EnviroVantage will be making job offers for Field Workers/Demo Workers to a limited number of individuals receiving this notification. It is not certain that you will receive a job offer. If you are still interested in employment with EnviroVantage, please check the appropriate box on the enclosed Information Verification and Employment Interest Form. Those receiving this notice will be considered for the Field Worker/Demo Worker position in the order that EnviroVantage receives the Information Verification and Employment Interest Form expressing an interest in employment. All individual hired pursuant to this Agreement will be provided with retroactive seniority for purposes of benefits to the extent permitted under ERISA. If you have any questions, you may call Daniel Lopez, Senior HR Manager at EnviroVantage at (b) (6), (b) (7)(C) or OFCCP's Liaison (b) (6), (b) (7)(E) at (b) (6), (b) (7)(E) Your call will be returned as soon as possible.

IF YOU FAIL TO COMPLETE AND RETURN THE ENCLOSED DOCUMENTS TO EnviroVantage WITHIN 30 DAYS OF THE DATE THE ENVELOPE CONTAINING THIS NOTICE WAS POSTMARKED, YOU WILL NOT BE ELIGIBLE TO RECEIVE A PAYMENT OR TO BE CONSIDERED FOR A JOB OFFER.

Sincerely,

Daniel Lopez
Senior HR Manager

Enclosures

Information Verification and Employment Interest Form
Release of Claims under Executive Order 11246

ATTACHMENT C

INFORMATION VERIFICATION & EMPLOYMENT INTEREST FORM

You must timely complete and return this form in order to be eligible for the monetary payment and/or employment opportunities under the terms of the Conciliation Agreement (“Agreement”) between EnviroVantage, Inc. (“CONTRACTOR”) and the Department of Labor’s Office of Federal Contract Compliance Programs. Please print legibly, except for the signature.

Name [PRINTED]: _____

Address: _____

Telephone Nos.: Home _____ Cell _____

Your Social Security Number (to be used for tax purposes only): _____ - _____ - _____

Notify EnviroVantage at the address below if your address or phone number changes within the next twelve months.

For purposes of this settlement, it is necessary to verify your GENDER:

Male [] Female []

Please indicate below whether you are currently interested in employment as a Field Worker/Demo Worker with EnviroVantage. If you complete, sign, and return this Information Verification and Employment Interest Form, you remain eligible for the monetary payment whether or not you are interested in employment at this time.

[] Yes, I am still interested in employment with EnviroVantage as a Field Worker/Demo Worker.

[] No, I am not currently interested in employment with EnviroVantage as a Field Worker/Demo Worker.

IF YOU FAIL TO COMPLETE AND RETURN THE ENCLOSED DOCUMENTS TO THE ADDRESS BELOW WITHIN 30 DAYS OF THE DATE THE ENVELOPE CONTAINING THIS NOTICE WAS POSTMARKED, YOU WILL NOT BE ELIGIBLE TO RECEIVE A PAYMENT OR TO BE CONSIDERED FOR A JOB OFFER.

By signing below, I certify the above is true and correct.

Signature

Date

ATTACHMENT D

RELEASE OF CLAIMS UNDER EXECUTIVE ORDER 11246

This Release of Claims under Executive Order 11246 ("Release") is a legal document. This document states that in return for EnviroVantage, Inc. paying you money, you agree that you will not file any lawsuit against EnviroVantage for allegedly violating Executive Order 11246 in connection with its selection procedures for applicants for the Field Worker/Demo Worker position. This Release says you had sufficient time to look at the document, to talk with others about the document, including an attorney if you choose, and that no one pressured you into signing the document. Finally, it says that if you do not sign and return the document by a certain date, you will not receive any money.

In consideration of the payment of at least \$ 8,333.33 (less deductions required by law) by EnviroVantage to me, which I agree is acceptable,

I (print name) _____ agree to the following:

I.

I hereby waive, release and forever discharge EnviroVantage, Inc., its predecessors, successors, related entities, parents, subsidiaries, affiliates and organizations, and its and their shareholders, directors, officers, employees, agents, successors, and assigns, of and from any and all actions, causes of action, damages, liabilities, and claims arising out of or actionable under 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 non-selection for employment as a Field Worker/Demo Worker on the basis of my female gender at any time prior to the date of my signature on this Release

II.

I understand that EnviroVantage entered into a Conciliation Agreement with the U.S. Department of Labor, Office of Federal Contract Compliance Programs ("OFCCP") and agreed to make the payment described above to resolve alleged disparities in hiring and to resolve the matter without further legal proceedings in the compliance review initiated by OFCCP on September 1, 2015.

III.

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 and seek legal advice. I further declare that I have decided of my own free will to sign this Release.

IV.

I understand that if I do not sign this Release and timely return it to EnviroVantage, Inc. WITHIN 30 DAYS OF THE DATE THE ENVELOPE CONTAINING THIS RELEASE WAS POSTMARKED, I will not be entitled to receive any payment (less deductions required by law) from EnviroVantage.

Signature

Date