

Conciliation Agreement
Between the
U.S. Department of Labor Office of Federal Contract Compliance Programs
and
Environmental Restoration LLC

I. Preliminary Statement

The Office of Federal Contract Compliance Programs (OFCCP) evaluated the Environmental Restoration LLC (Environmental Restoration) establishment located at 1666 Fabick Drive, Fenton Missouri, beginning on October 5, 2020. OFCCP found that Environmental Restoration failed to comply with Executive Order 11246, as amended (E.O. 11246 or the Executive Order), and their respective implementing regulations at 41 C.F.R. Chapter 60.

OFCCP notified Environmental Restoration of the specific violation(s) and the corrective action(s) required in a Notice of Violation (NOV) issued on December 3, 2021.

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

II. General Terms and Conditions

1. In exchange for Environmental Restoration's fulfillment of all its obligations in this Agreement, OFCCP will not institute administrative or judicial enforcement proceedings under E.O. 11246 based on the violation(s) alleged in the NOV. However, OFCCP retains the right to initiate legal proceedings to enforce this Agreement if Environmental Restoration violates any provision of this Agreement, as set forth in Paragraph 10, below. Nothing in this Agreement precludes OFCCP from initiating enforcement proceedings based on future compliance evaluations or complaint investigations.
2. OFCCP may review Environmental Restoration's compliance with this Agreement. As part of this review, OFCCP may require written reports, inspect the premises, interview witnesses, and examine and copy documents. Environmental Restoration will permit access to its premises during normal business hours for these purposes and will provide OFCCP with all hard copy or electronic reports and documents OFCCP requests, including those specified in this Agreement.
3. Nothing in this Agreement relieves Environmental Restoration of its obligation to fully comply with the requirements of E.O. 11246, Section 503 of the Rehabilitation Act of 1973, as amended (Section 503), the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended (VEVRAA), their implementing regulations, or other applicable laws requiring nondiscrimination or equal employment opportunity through affirmative action.
4. Environmental Restoration agrees that it will not retaliate against any potential or actual beneficiary of this Agreement or against any person who files a complaint, who has provided information or assistance, or who participates in any manner in any proceeding in this matter.

5. The parties understand the terms of this Agreement and enter into it voluntarily.
6. This Agreement constitutes the entire Agreement and represents the complete and final understanding of the parties. This Agreement contains all of the terms binding the parties and it supersedes all prior written and oral negotiations and agreements. Any modifications or amendments to this Agreement must be agreed upon in writing and signed by all parties. If an administrative error is found, OFCCP will work in good faith with all parties to make the corrections.
7. This Agreement becomes effective on the day it is signed by the District Director (Effective Date).
8. If one or more provisions of this Agreement is deemed unlawful or unenforceable, the remaining provisions will remain in full force and effect.
9. This Agreement will expire sixty (60) days after Environmental Restoration submits its final progress report required in Section IV, below, unless OFCCP notifies Environmental Restoration in writing before the expiration date that Environmental Restoration has failed to fulfill all of its obligations under the Agreement. In this instance, the Agreement is automatically extended until the date that OFCCP determines that Environmental Restoration has met all of its obligations under the Agreement.
10. If Environmental Restoration violates this Agreement:
 - a. The procedures at 41 C.F.R. 60-1.34 will govern:
 - i. OFCCP will send Environmental Restoration a written notice stating the alleged violation(s) and summarizing any supporting evidence.
 - ii. Environmental Restoration shall have fifteen (15) days from receipt of the notice to respond, except in those cases in which such a delay would result in irreparable injury to the employment rights of affected employees or applicants.
 - iii. If Environmental Restoration is unable to demonstrate that it has not violated the Agreement, or if OFCCP alleges irreparable injury, enforcement proceedings may be initiated immediately without issuing a show cause notice or proceeding through any other requirement.
 - iv. In the event of a breach of this Agreement by Environmental Restoration, OFCCP may elect to proceed to a hearing on the entire case and seek full make-whole relief, and not be limited to the terms in the Agreement.
 - b. Environmental Restoration may be subject to the sanctions set forth in Section 209 of the Executive Order, 41 C.F.R. 60-1.27, and/or other appropriate relief for violating this Agreement.
11. Environmental Restoration does not admit any violation of the Executive Order, Section 503 or VEVRAA, nor has there been an adjudication on the merits regarding any such violation.

12. OFCCP may seek enforcement of this Agreement itself and is not required to present proof of any underlying violations resolved by this Agreement.
13. The parties understand and agree that nothing in this Agreement is binding on other governmental departments or agencies other than the United States Department of Labor.
14. Each party shall bear its own fees and expenses with respect to this matter.
15. This Agreement is limited to the facts of this case. Neither this Agreement, nor any part of the negotiations that occurred in connection with this Agreement, shall constitute admissible evidence with respect to any OFCCP policy, practice or position in any lawsuit, legal proceeding, administrative proceeding, compliance evaluation, or audit, except for legal or administrative proceedings concerning the enforcement or interpretation of this specific Agreement.
16. All references to “days” in this Agreement are calendar days. If any deadline for an obligation scheduled to be performed under this Agreement falls on a weekend or a Federal holiday, that deadline will be extended to the next business day.

III. Technical Violations and Remedies

1. **VIOLATION:** During the period January 1, 2019 through December 31, 2020, Environmental Restoration failed to develop and execute action-oriented programs designed to correct any problem areas identified pursuant to 41 C.F.R. 60-2.17(b) and to attain established goals and objectives, as required by 41 C.F.R. 60-2.17(c). Specifically, Environmental Restoration established goals for females in the Officials and Managers, Craft Workers, and Laborers job groups, as well as goals for minorities in the Officials and Managers and Administrative Support job groups during the prior year. In addition, repeat goals were established for both females and minorities in the current year. OFCCP found that while Environmental Restoration identified the underutilization of females in these groups as a problem area, action-oriented programs were not established in order to correct the underutilization in these job groups.

REMEDY: Environmental Restoration agrees to develop and execute action-oriented programs designed to correct any problem areas identified pursuant to 41 C.F.R. 60-2.17(b) and to attain established goals and objectives, as required by 41 C.F.R. 60-2.17(c). Specifically, Environmental Restoration agree to establish action-oriented programs when problems are identified. Environmental Restoration agrees to enlist, at a minimum, the assistance of community-based organizations and recruitment sources listed in the Attachment by sending vacancy announcements for hiring opportunities in sufficient time for referrals to be made and applications for opportunities to be submitted.

IV. OFCCP Monitoring Period

1. **Recordkeeping.** Environmental Restoration agrees to retain all records relevant to the violation(s) cited in Section III above and the reports submitted in compliance with Paragraph 2, below. These records include underlying data and information such as Human Resources Information System (HRIS) and payroll data, job applications and personnel records, and any other records or data used to generate the required reports. Environmental

Restoration will retain the records until this Agreement expires or for the time period consistent with regulatory requirements, whichever is later.

2. Contractor Reports.

Environmental Restoration agrees to furnish OFCCP with the following reports during the Monitoring Period. Each report will contain the documentation specified according to the dates scheduled:

- a. Progress Report 1: Due on January 31, 2023 covering the period of January 1, 2022 through December 31, 2022.
- b. Progress Report 2: Due on January 31, 2024 covering the period of January 1, 2023 through December 31, 2023.

Documentation of:

- i. A copy of the specific action-oriented programs Environmental Restoration has implemented to ensure there are not impediments to equal opportunity where problems are identified.
- ii. Evidence (i.e. copies of letters, memos, e-mails, or other documents generated through the normal course of business) to verify that the community based organizations in the Attachment were notified of Environmental Restoration's vacancies, within sufficient time prior to the closing date of the vacancies, consistent with business needs, for the organizations to find and refer qualified applicants.
- iii. Total hire activity by job group, broken out by sex, race, ethnicity, and other relevant covered group status; and
- iv. Total hire activity and number of people referred from each linkage source agreed to in the CA, and any other appropriate source, broken out by sex, race, ethnicity, and other relevant covered group status.

Environmental Restoration will submit reports to Compliance Officer (b) (7)(E), (b) (8) Environmental Restoration and OFCCP have a common interest in the information being provided in the reports pursuant to this Agreement. To the extent any of the reports Environmental Restoration provides in accordance with this Agreement are trade secrets, commercial, and/or financial in nature, and customarily kept private or closely-held, and Environmental Restoration believes should remain confidential under Exemption 4 of the Freedom of Information Act (FOIA) in the event of a FOIA request, Environmental Restoration will provide such reports to OFCCP marked as "Confidential". In the event of a FOIA request, OFCCP will promptly notify Environmental Restoration of the FOIA request and provide Environmental Restoration an opportunity to object to disclosure. OFCCP will withhold disclosure of such reports to the maximum extent allowable by law.

- 3. Close of Monitoring Period and Termination of Agreement.** This Agreement shall remain in effect until the monitoring period is completed. The monitoring period will close once OFCCP accepts Environmental Restoration's final progress report as set forth

in Section II, Paragraph 9 above. If OFCCP fails to notify Environmental Restoration in writing within sixty (60) days of the date of the final progress report that Environmental Restoration has not fulfilled all of its obligations under the Agreement, OFCCP will be deemed to have accepted the final report and the Monitoring Period and this Agreement will terminate. If OFCCP notifies Environmental Restoration within the allotted time that it has not fulfilled all of its obligations, this Agreement is automatically extended until the date that OFCCP determines Environmental Restoration has met all of its obligations under the Agreement.

V. SIGNATURES

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

This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and Environmental Restoration LLC, 1666 Fabick Drive, Fenton, Missouri, 63026.

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

Dennis Greaney
Managing Partner, President
Environmental Restoration LLC
Fenton, Missouri

DATE: 12.6.21

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

MARVIN R. JORDAN
Director
Phoenix District Office
Pacific Region

ATTACHMENT

Covenant House Missouri
2727 North Kingshighway Blvd
St. Louis, MO 63113
(314) 533-2241
Contact: Suanne Wagener
info@covenanthouse.org

Employment Connection
2838 Market St
St. Louis, MO 63103
(314) 333-5627
Contact: (b) (6), (b) (7)(C)

Jobs and Employment Support Services
7020 Chippewa St
St. Louis, MO 63119
(314) 644-1913
Contact: (b) (6), (b) (7)(C)

Life Skills Foundation, Incorporated
10176 Corporate Square, Suite 100
St. Louis, MO 63132
(314) 567-7705
Contact: (b) (6), (b) (7)(C)

St. Louis Agency on Training and Employment
1520 Market St, 3rd Floor
St. Louis, MO 61303
(314) 589-8000
Contact: (b) (6), (b) (7)(C)
(b) (7)(C), (b) (6) @sltworks.com