

Conciliation Agreement
Between the
US Department of Labor Office of Federal Contract Compliance Programs
and
C&C Contractors LLC

I. Preliminary Statement

The Office of Federal Contract Compliance Programs (OFCCP) evaluated C&C Contractors LLC (the Contractor) federal, federally assisted, and non-federal construction projects located in the Morgantown - Fairmont – Grafton, WV Non-Standard Metropolitan Statistical Area (Non-SMSA) which is comprised of the following county(s) and/or county equivalents: Taylor, WV, beginning on February 28, 2022. OFCCP found that the Contractor failed to comply with Executive Order 11246, as amended (EO 11246 or the Executive Order).

OFCCP notified the Contractor of the specific violation(s) and the corrective action(s) required in a Notice of Violation (NOV) issued on September 27, 2022.

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 the Contractor 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 the Contractor's fulfillment of all its obligations in this Agreement, OFCCP will not institute administrative or judicial enforcement proceedings under EO 11246 based on the violation(s) alleged in the NOV. However, OFCCP retains the right to initiate legal proceedings to enforce this Agreement if the Contractor 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 the Contractor'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. The Contractor 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 the Contractor of its obligation to fully comply with the requirements of EO 11246, their implementing regulations, or other applicable laws requiring nondiscrimination or equal employment opportunity through affirmative action.

4. The Contractor 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 the terms binding the parties and 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 are deemed unlawful or unenforceable, the remaining provisions will remain in full force and effect.
9. This Agreement will expire sixty (60) days after the Contractor submits its final progress report required in Section IV below unless OFCCP notifies the Contractor in writing before the expiration date that the Contractor 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 the Contractor has met all of its obligations under the Agreement.
10. If the Contractor violates this Agreement:
 - a. The procedures at 41 CFR 60-1.34 will govern:
 - i. OFCCP will send the Contractor a written notice stating the alleged violation(s) and summarizing any supporting evidence.
 - ii. The Contractor 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 the Contractor is unable to demonstrate that it has not violated the Agreement, or if OFCCP alleges an 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 the Contractor, 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. The Contractor may be subject to the sanctions set forth in: Section 209 of the Executive Order, 41 CFR 60-1.2, and/or other appropriate relief for violating this Agreement.
- 11. The Contractor does not admit any violation of the Executive Order, 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 1:** During the period February 28, 2021, through February 28, 2022, C&C Contractors LLC failed to establish and maintain a current list of minority and female recruitment sources, as required by 41 C.F.R. 60-4.3(a)7.b.

Remedy 1: C&C Contractors LLC will establish and maintain a current list of minority and female recruitment sources, as required by 41 C.F.R. 60-4.3(a)7.b.
- 2. **Violation 2:** During the period February 28, 2021, through February 28, 2022, C&C Contractors LLC failed to establish and maintain a current list of any contracting activity from minority and female construction contractors and suppliers, as required by 41 C.F.R. 60-4.3(a)7.o.

Remedy 2: C&C Contractors LLC will generate and maintain a current list of contracting activities from minority and female construction contractors and suppliers, as required by 41 C.F.R. 60-4.3(a)7.o.
- 3. **Violation 3:** During the period February 28, 2021, through February 28, 2022, C&C Contractors LLC failed to disseminate its EEO policy externally by including it in any

advertising in the news media, specifically including minority and female news media, as required by 41 C.F.R. 60-4.3(a)7.h.

Remedy 3: C&C Contractors LLC will disseminate its EEO policy externally by including it in any advertising in the news media, specifically for minority and female news media, as required by 41 C.F.R. 60-4.3(a)7.h.

4. **Violation 4:** During the period February 28, 2021, through February 28, 2022, C&C Contractors LLC failed to review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job sites as required by 41 C.F.R. 60-4.3(a)7.g.

Remedy 4: C&C Contractors LLC will review, at least annually, its EEO policy and affirmative action obligations under the Standard Federal Equal Employment Construction Specifications, with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions, including specific review of these items with onsite supervisory personnel such as Superintendents, General Foremen, etc., specifically C&C Contractors shall create and maintain a written record identifying the time and place of these meetings, persons attending, the subject matter discussed, and disposition of the subject matter. as required by 41 C.F.R. 60-4.3(a)7.g.

5. **Violation 5:** During the period February 28, 2021, through February 28, 2022, C&C Contractors LLC failed to develop on-the-job training opportunities and/or participate in training programs for the area, which expressly include minorities and women, including upgrading programs apprenticeship and trainee programs relevant to C&C Contractor's employment needs, especially those programs funded or approved by the Department of Labor as required by 41 C.F.R. 60-4.3(a)7.e.

Remedy 5: C&C Contractors LLC will develop on-the-job training opportunities and/or participate in training programs for the area, which expressly include minorities and women, including upgrading apprenticeship programs and trainee programs relevant to C&C Contractors LLC employment needs, especially those programs funded or approved by the Department of Labor as required by 41 C.F.R. 60-4.3(a)7.e.

6. **Violation 6:** During the period February 28, 2021, through February 28, 2022, C&C Contractors LLC failed to direct its recruitment efforts, both oral and written, to minority and female and community organizations, to schools with minority and female students, and to minority and female recruitment and training organizations serving C&C Contractors LLC recruitment area and employment needs as required by 60-4.3(a)7.i

Remedy 6: C&C Contractors LLC will direct their recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority

and female students, and to minority and female recruitment and training organizations serving C&C Contractors LLC recruitment area and employment needs. C&C Contractors LLC shall send written notification to organizations such as prior mentioned, describing the openings, screening procedures, and tests to be used in the selection process as required by 60-4.3(a)7.i.

IV. OFCCP Monitoring Period

1. **Recordkeeping.** The Contractor 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. The contractor will retain the records until this Agreement expires or for the time period consistent with regulatory requirements, whichever is later.

2. **Contractor Reports.**

The Contractor 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 September 30, 2023, covering the period of September 1, 2022, through August 31, 2023.

Documentation of:

- i. a current list of minority and female recruitment sources and outreach to those sources for job openings in the review area;
- ii. a current list of any contracting activity from minority and female construction contractors and suppliers;
- iii. a review of the company disseminating its EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media;
- iv. the review of the company's EEO policy and affirmative action obligations with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions in the review area prior to the initiation of construction work at any job site, and the written record identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter;
- v. documentation of the company on the job training reviews opportunities or participation in training programs for the area, which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs;

- vi. a current list of the company's recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students, and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs.
- b. Progress Report 2: Due on September 30, 2024, covering the period of September 1, 2023, through August 31, 2024.

Documentation of:

- i. a current list of minority and female recruitment sources and outreach to those sources for job openings in the review area;
- ii. a current list of any contracting activity from minority and female construction contractors and suppliers;
- iii. a review of the company disseminating its EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media;
- iv. the review of the company's EEO policy and affirmative action obligations with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions in the review area prior to the initiation of construction work at any job site, and the written record identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter;
- v. documentation of the company on the job training reviews opportunities or participation in training programs for the area, which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs;
- vi. a current list of the company's recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students, and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs.

The Contractor will submit reports to:

Tracie Brown
District Director
U.S. Department of Labor
Office of Federal Contract Compliance Programs
Room 2103 Federal Building
1000 Liberty Avenue
Pittsburgh, Pennsylvania 15222
(b) (6), (b) (7)(C)@dol.gov

The Contractor 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 the Contractor provides in accordance with this Agreement are trade secrets, commercial, and/or financial in nature, and customarily kept private or closely held, and the Contractor believes it should remain confidential under Exemption 4 of the Freedom of Information Act (FOIA) in the event of a FOIA request, the Contractor will provide such reports to OFCCP marked as "Confidential." In the event of a FOIA request, OFCCP will promptly notify the Contractor of the FOIA request and provide the Contractor with 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 the Contractor's final progress report as set forth in Section II, Paragraph 9 above. If OFCCP fails to notify the Contractor in writing within sixty (60) days of the date of the final progress report that the Contractor 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 the Contractor within the allotted time that it has not fulfilled all of its obligations, this Agreement is automatically extended until the date that OFCCP determines the Contractor has met all of its obligations under the Agreement

V. SIGNATURES

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

This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and C&C Contractors LLC, 209 Lyon Street, Notasulga, AL 36866.

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

Brant Reibling
President
C&C Contractors LLC
Notasulga, Alabama.

DATE: 09/30/2022

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

(b) (6), (b) (7)(C)
Compliance Officer
Pittsburgh District Office
Mid-Atlantic Region

DATE: 09/30/2022

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

Tracie Brown
District Director
Pittsburgh District Office
Mid-Atlantic Region

DATE: 09/30/2022