

Conciliation Agreement
Between the
U.S. Department of Labor Office of Federal Contract Compliance Programs
and
Secon Aggpro

I. Preliminary Statement

The Office of Federal Contract Compliance Programs (OFCCP) evaluated the Secon Aggpro (SECON) establishment located at PO BOX 32159 Juneau, AK 99803, beginning on February 17, 2022. OFCCP found that SECON failed to comply with Executive Order 11246, as amended (E.O. 11246 or the Executive Order) and their respective implementing regulations at 41 CFR Chapter 60-4.

OFCCP notified SECON of the specific violations and the corrective actions required in a Notice of Violation (NOV) issued on October 14, 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 SECON enter into this Conciliation Agreement (Agreement) and the parties agree to all the terms therein.

II. General Terms and Conditions

1. In exchange for SECON'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 violations alleged in the NOV. However, OFCCP retains the right to initiate legal proceedings to enforce this Agreement if SECON 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 SECON'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. SECON 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 SECON of its obligation to fully comply with the requirements of E.O. 11246, Section 503 of the Rehabilitation Act of 1973 (Section 503), as amended or the Vietnam Era Veterans' Readjustment Act of 1974 (VEVRAA), as amended their implementing regulations, or other applicable laws requiring nondiscrimination or equal employment opportunity through affirmative action.
4. SECON 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 SECON submits its final progress report required in Section IV, below, unless OFCCP notifies SECON in writing before the expiration date that SECON 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 SECON has met all of its obligations under the Agreement.
10. If SECON violates this Agreement:
 - a. The procedures at 41 CFR 60-1.34 will govern:
 - i. OFCCP will send SECON a written notice stating the alleged violation(s) and summarizing any supporting evidence.
 - ii. SECON 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 SECON 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 SECON, 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. SECON may be subject to the sanctions set forth in Section 209 of the Executive Order, 41 CFR 60-1.27, and/or other appropriate relief for violating this Agreement.
11. SECON 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

Violation: During the period February 18, 2021 through February 17, 2022, SECON failed to make good faith efforts to recruit female and minority trade workers to reach its goals for females in the construction laborers, operating engineers and other construction equipment operators, construction and related workers, all other, and first-line supervisors of construction trades and extraction workers, and for minorities in the construction and related workers, all other trade, as required by 41 CFR 60-4.2(d)(2) and 4.3(a)7.

SECON failed to take the following required actions:

- 1) Establish and maintain a current list of minority and female recruitment sources, provide written notification to those minority and female recruitment sources and to community organizations when SECON or its union had employment opportunities available, and maintain a record of the organizations’ responses as required by 41 CFR 60-4.3(a)7.b.
- 2) Provide notice of its trainee programs or when its unions had apprenticeship openings that expressly included minorities and women relevant to SECON’s employment needs, as required by 41 CFR 60-4.3(a)7.e.
- 3) Direct its recruitment efforts both oral and written to minority, female community based organizations (CBOs), to schools with minority and female students and to minority and female recruitment and training organizations serving SECON’s recruitment area and employment needs, as required by 41 CFR 60-4.3(a)7.i.

Remedy: SECON will make good faith efforts to recruit females and minorities to reach its goals for females in the construction laborers, operating engineers and other construction equipment operators, construction and related workers, all other, and first-line supervisors of construction trades and extraction workers, and for minorities in the construction and related workers, all other trade, as required by 41 CFR 60-4.2(d)(2) and 4.3(a)7. Specifically, SECON will implement the following recruitment practices:

- 1) Establish and maintain a current list of minority and female recruitment sources, provide written notification to those minority and female recruitment sources and to community organizations when SECON or its union has employment opportunities available, and maintain a record of the organizations' responses, as required by 41 CFR 60-4.3(a)7.b.
- 2) Provide notices to female and minority CBOs when it or its unions have trainee programs or apprenticeship openings, as required by 41 CFR 60-4.3(a)7.e.
- 3) Send written notification to minority and female CBOs, to schools with minority and female students and to minority and female recruitment and training organizations describing the openings, screening procedures, and tests to be used in the selection process no later than one month before the date for acceptance of application for apprenticeship or other training by any recruitment source, as required by 41 CFR 60-4.3(a)7.i.

At a minimum, SECON will direct its recruitment efforts to the following entities:

(b) (7)(C), (b) (6) Professor of Construction Technology, Department Head
University of Alaska Southeast, Juneau Campus
Phone: (907) 796-**(b) (7)(C), (b) (6)**
Email: **(b) (7)(C), (b) (6)**@alaska.edu

(b) (7)(C), (b) (6) Training Coordinator
Alaska Works Partnership, Inc.
Phone: (907) 569-**(b) (7)(C), (b) (6)**
Email: **(b) (7)(C), (b) (6)**@alaskaworks.org

(b) (7)(C), (b) (6) Employment & Training Manager
Central Council Tlingit & Haida Indian Tribes of Alaska
Phone: (907) 463-**(b) (7)(C), (b) (6)**
Email: **(b) (7)(C), (b) (6)**@ccthita-nsn.gov

IV. OFCCP Monitoring Period

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

2. **SECON Reports.**

SECON agrees to furnish OFCCP with the following report during the Monitoring Period. The report will contain the documentation specified according to the dates scheduled:

Progress Report due on December 1, 2023, covering the period of November 1, 2022, through October 31, 2023.

a. (1) A current list of minority and female recruitment sources, with organization name, contact name at organization, contact telephone number, contact email listed. (2) Dated copies of the written notifications sent to the minority and female recruitment sources when SECON and its union has employment openings available. (3) Copies of the responses received from the minority and female recruitment sources that were notified of the employment openings at SECON and its unions. If no responses were received, a copy of SECON's follow up communication documentation to ensure notifications were received by the CBOs.

b. (1) Copies of dated notices sent to minority and female recruitment sources informing them of SECON's openings of trainee programs and when SECON's unions have apprenticeship openings. (2) Copies of the responses received from the minority and female recruitment sources that were notified of SECON's trainee programs and union apprenticeship openings. If no responses were received, SECON's follow up communication documentation to ensure notifications were received by the CBOs.

c. (1) Copies of dated notices sent to minority and female CBOs, to schools with minority and female students and to minority and female recruitment and training organizations describing the apprenticeship openings, screening procedures, and tests to be used in the selection process no later than one month before the date for acceptance of application for apprenticeship or other training. (2) Copies of the responses received from the organizations contacted. If no responses were received, SECON's follow up communication documentation to ensure notifications were received by the CBOs.

SECON will submit the report to Quanda Evans, Acting Portland Area Office Director, Seattle District Office, 300 Fifth Avenue, Suite 1100 Seattle, WA 98104 or at (b) (7)(C), (b) (6)@dol.gov. SECON 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 SECON provides in accordance with this Agreement are trade secrets, commercial, and/or financial in nature, and customarily kept private or closely-held, and SECON believes should remain confidential under Exemption 4 of the Freedom of Information Act (FOIA) in the event of a FOIA request, SECON will provide such reports to OFCCP marked as "Confidential". In the event of a FOIA request, OFCCP will promptly notify SECON of the FOIA request and provide SECON 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 SECON's final progress report as set forth in Section II, Paragraph 9 above. If OFCCP fails to notify SECON in writing within sixty (60) days of the date of the final progress report that SECON 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 SECON within the allotted time that it has not fulfilled all of its obligations, this Agreement is automatically extended until the date that OFCCP determines SECON has met all of its obligations under the Agreement.

V. SIGNATURES

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

This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and Secon Aggpro PO Box 32159 Juneau, AK 99803.

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

Bonnie DeLapp, HR Director
Colaska
Anchorage, Alaska

DATE: 11/2/2022

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

Quanda Evans
Acting Portland Area Director
Office of Federal Contract
Compliance Programs
Seattle District Office

DATE: 11/07/2022

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

Leigh Jones
District Director
Office of Federal Contract
Compliance Programs
Seattle and Portland Offices

DATE: 11/07/2022