

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

I. Preliminary Statement

The Office of Federal Contract Compliance Programs (OFCCP) evaluated the Walsh Federal, LLC's construction project at Joint Base Lewis McChord (JBLM) located in the Tacoma, WA Standard Metropolitan Statistical Area (SMSA), beginning on February 17, 2022. OFCCP found that Walsh Federal, LLC failed to comply with Executive Order 11246, as amended (E.O. 11246 or the Executive Order) and the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. § 4212 (VEVRAA) and their respective implementing regulations at 41 CFR Chapter 60-4 and 60-300.

OFCCP notified Walsh Federal, LLC of the specific violations and the corrective actions required in a Notice of Violation (NOV) issued on January 3, 2023

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 Walsh Federal, LLC 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 Walsh Federal, LLC's fulfillment of all its obligations in this Agreement, OFCCP will not institute administrative or judicial enforcement proceedings under E.O. 11246, Section 503 of the Rehabilitation Act of 1973 as amended (Section 503), and/or VEVRAA based on the violations alleged in the NOV. However, OFCCP retains the right to initiate legal proceedings to enforce this Agreement if Walsh Federal, LLC 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 Walsh Federal, LLC'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. Walsh Federal, LLC 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 Walsh Federal, LLC of its obligation to fully comply with the requirements of E.O. 11246, Section 503, VEVRAA, their implementing regulations, or other applicable laws requiring nondiscrimination or equal employment opportunity through affirmative action.

4. Walsh Federal, LLC 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 Walsh Federal, LLC submits its final progress report required in Section IV, below, unless OFCCP notifies Walsh Federal, LLC in writing before the expiration date that Walsh Federal, LLC 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 Walsh Federal, LLC has met all of its obligations under the Agreement.
10. If Walsh Federal, LLC violates this Agreement:
 - a. The procedures at 41 C.F.R. 60-1.34, and/or 41 C.F.R. 60-300.63 will govern:
 - i. OFCCP will send Walsh Federal, LLC a written notice stating the alleged violation(s) and summarizing any supporting evidence.
 - ii. The Walsh Federal, LLC 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 Walsh Federal, LLC 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 the Walsh Federal, LLC, 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. Walsh Federal, LLC may be subject to the sanctions set forth in Section 209 of the Executive Order, 41 C.F.R. 60-1.27, or 41 C.F.R. 60-300.66, and/or other appropriate relief for violating this Agreement.
11. Walsh Federal, LLC 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. **Alleged Violation 1:** During the period February 1, 2021 through January 31, 2022, Walsh Federal, LLC failed to immediately list all employment openings with either the state workforce agency job bank or a local employment service delivery system serving the location where the openings occurred in violation of 41 CFR 60-300.5(a)2-6. Specifically, Walsh Federal, LLC hired a Carpenter Journeyman in the SMSA and failed to list that opening with either the state workforce agency job bank or a local employment service delivery system.

Remedy 1: Walsh Federal, LLC will list all employment openings, if any, in the SMSA, as they occur with an appropriate employment service delivery system (ESDS) (either the state workforce agency job bank or a local ESDS) where the openings occur, in a manner and format that will allow the ESDS to provide priority referrals of protected veterans to Walsh Federal, LLC, as required by 41 CFR 60-300.5(a)2-6. With its initial listing, and as subsequently needed to update the information, Walsh Federal, LLC will also advise the employment service delivery system that it is a federal contractor that desires priority referrals of protected veterans for job openings at all locations within the SMSA, and provide the employment service delivery system with the name and address of each of its hiring locations within the SMSA and the contact

information for the contractor official responsible for hiring at each location, in accordance with 41 CFR 60-300.5(a)4. Should any of the information in the disclosures change since it was last reported to the ESDS, Walsh Federal, LLC shall provide updated information simultaneously with its next job listing.

2. **Alleged Violation 2:** During the period February 1, 2021 through January 31, 2022, Walsh Federal, LLC failed to provide written notification to minority and female recruitment sources, to community organizations and its applicable unions when Walsh Federal, LLC had employment opportunities available in the SMSA, as required by 41 CFR 60-4.3(a)7.b. Specifically, Walsh Federal, LLC failed to make a good faith effort to meet its goals in the Carpenter trade in the SMSA; there was an opportunity to request a minority or female from its union when an opening occurred, no request was made to its union and no notification of the opening was provided to its recruitment sources.

Remedy 2: Walsh Federal, LLC will provide written notification to those minority and female recruitment sources, community organizations and its applicable unions when Walsh Federal, LLC has employment opportunities available in the SMSA, and maintain a record of the organizations' responses, as required by 41 CFR 60-4.3(a)7.b.

IV. OFCCP Monitoring Period

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

Walsh Federal, LLC 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 February 1, 2024 covering the period of March 1, 2023 through December 31, 2023.

Pursuant to Remedy 1 and 2:

- A. Documentation demonstrating that Walsh Federal, LLC listed all employment openings if any, in the SMSA as they occur with an appropriate employment service delivery system (ESDS) (either the state workforce agency job bank or a local ESDS) as required by 41 CFR 60-300.5(a)2-6;

- B. Dated copies of the written notifications sent to the minority and female recruitment sources and applicable unions if Walsh Federal, LLC has employment openings available in the SMSA;
- C. Copies of the responses received from the minority and female recruitment sources and its applicable unions that were notified of the employment openings at Walsh Federal, LLC within the SMSA, if any.

The OFCCP acknowledges that if Walsh Federal, LLC has no employment opportunities in the SMSA during the Monitoring Period, then Walsh Federal, LLC's report will include a statement in this regard and the documentation in paragraphs (A) through (C) above shall not be required. Walsh Federal, LLC will submit the report to Quanda Evans, Assistant District Director, 300 Fifth Avenue, Suite 1100, Seattle, WA 98104, (b) (7)(C), (b) (6)@dol.gov. Walsh Federal, LLC 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 Walsh Federal, LLC provides in accordance with this Agreement are trade secrets, commercial, and/or financial in nature, and customarily kept private or closely-held, and the Walsh Federal, LLC believes should remain confidential under Exemption 4 of the Freedom of Information Act (FOIA) in the event of a FOIA request, Walsh Federal, LLC will provide such reports to OFCCP marked as "Confidential". In the event of a FOIA request, OFCCP will promptly notify Walsh Federal, LLC of the FOIA request and provide Walsh Federal, LLC 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 Walsh Federal, LLC's final progress report as set forth in Section II, Paragraph 9 above. If OFCCP fails to notify Walsh Federal, LLC in writing within sixty (60) days of the date of the final progress report that Walsh Federal, LLC 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 Walsh Federal, LLC within the allotted time that it has not fulfilled all of its obligations, this Agreement is automatically extended until the date that OFCCP determines Walsh Federal, LLC has met all of its obligations under the Agreement.

V. SIGNATURES

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

This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and Walsh Federal, LLC, Tacoma, WA Standard Metropolitan Statistical Area (SMSA)

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

Sean C. Walsh
President
Walsh Federal, LLC
Chicago, IL

DATE: 02-24-2023

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

Leigh D. Jones
District Director
Seattle District Office
Office of Federal Contract Compliance Programs
Pacific Region

DATE: 2/28/23

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

Quanda Evans
Assistant District Director
Seattle District Office
Office of Federal Contract Compliance Programs
Pacific Region

DATE: 2-28-2023