

**Conciliation Agreement
Between the
U.S. Department of Labor
Office of Federal Contract Compliance Programs
And
Anselmi & DeCicco, Inc.
1977 Springfield Avenue
Maplewood, NJ 07040**

I. Preliminary Statement

The Office of Federal Contract Compliance Programs (OFCCP) evaluated Anselmi & DeCicco, Inc.'s (Anselmi) establishment located at 1977 Springfield Avenue, Maplewood, NJ 07040, beginning on April 15, 2022. OFCCP found that Anselmi failed to comply with Executive Order 11246, as amended (E.O. 11246), and its respective implementing regulations at 41 C.F.R. Sections 60-1 through 60-4.

OFCCP notified Anselmi of the specific violations and the corrective actions required in a Notice of Violations (NOV) issued on March 20, 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 Anselmi 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 Anselmi's fulfillment of all its obligations in this Agreement, OFCCP will not institute administrative or judicial enforcement proceedings under E.O. 11246, Section 503, and VEVRAA based on the violations alleged in the NOV. However, OFCCP retains the right to initiate legal proceedings to enforce this Agreement if Anselmi 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 Anselmi'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. Anselmi 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 Anselmi 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.

Anselmi & DeCicco, Inc., Maplewood, NJ
Conciliation Agreement
(C00306664)

4. Anselmi 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 Anselmi submits its final progress report required in Section IV, below, unless OFCCP notifies Anselmi in writing before the expiration date that Anselmi 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 Anselmi has met all of its obligations under the Agreement.
10. If Anselmi violates this Agreement:
 - a. The procedures at 41 C.F.R. §60-1.34 will govern:
 - i. OFCCP will send Anselmi a written notice stating the alleged violation(s) and summarizing any supporting evidence.
 - ii. Anselmi 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 Anselmi 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 Anselmi, 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. Anselmi 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. Anselmi 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:** During the period April 1, 2021 through March 31, 2022, Anselmi failed to provide written notification to OFCCP within 10 working days of award of any construction subcontract in excess of \$10,000 that was made under a covered federal or federally assisted construction contract, as required by 41 CFR §60-4.2(d)3.

Remedy: Anselmi will provide written notification to OFCCP within 10 working days of award of any construction subcontract in excess of \$10,000 that is made under a covered federal or federally assisted construction contract, as required by 41 CFR §60-4.2(d)3. 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.

2. **Violation:** During the period April 1, 2021 through March 31, 2022, Anselmi failed to establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community

Anselmi & DeCicco, Inc., Maplewood, NJ
Conciliation Agreement
(C00306664)

organizations when Anselmi or its unions have employment opportunities available, as required by 41 CFR §60-4.3(a) 7.b.

Remedy: Anselmi will establish and maintain a current list of female and minority recruitment sources and community organizations and provide written notification to the recruitment sources when Anselmi or its unions have employment opportunities available. Anselmi must also maintain a record of responses from the organizations.

- VIOLATION:** During the period April 1, 2021 through March 31, 2022, Anselmi failed to direct its recruitment efforts, both oral and written to minority and female recruitment sources and community organizations serving its recruitment area and employment needs, as required by 41 CFR §60 4.3 (a) 7. i.

Remedy: Anselmi will direct its recruitment efforts, both oral and written to minority and female recruitment sources and community organizations serving its recruitment area and employment needs. Efforts must include, but will not be limited to, ongoing contacts with the following organizations to seek their aid in identifying and referring qualified minority and female applicants no later than one month prior to the date for the acceptance of applications for apprenticeship or other training.

African American Chamber of Commerce of New Jersey
379 West State Street
Trenton, NJ 08618
(609) 571-1620

Somerset County Vocational & Technical Institute
14 Vogt Drive
P.O. Box 6350
Bridgewater, NJ 08807
(908) 526-8900

Women's Right Information Center
108 West Palisades Ave.
Englewood, NJ 07631
(201) 568-1166

She Contractor
930 Stuyvesant Ave., Suite 6
Union, NJ 07083
(888) 640-1737

Project Self-Sufficiency
127 Mill Street
Newton, NJ 07860
(973) 940-3500

4. **VIOLATION**: During the period April 1, 2021 through March 31, 2022, Anselmi failed to conduct a review, at least annually, of all supervisors' adherence to and performance under Anselmi's EEO policies and affirmative action obligations, as required by 41 CFR §60-4.3(a) 7p.

Remedy: Anselmi will conduct a review, at least annually, of all supervisors' adherence to and performance under Anselmi's EEO policies and affirmative action obligations.

IV. OFCCP Monitoring Period

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

2. **Anselmi Reports**.

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

- a. Progress Report 1: Due on April 30, 2024 covering the period of April 1, 2023 through March 31, 2024.
 - i. **Pursuant to Remedy 1**: Documentation that Anselmi has provided written notification to OFCCP within 10 working days of award of any construction subcontract in excess of \$10,000 that was made under a covered federal or federally assisted construction contract.
 - ii. **Pursuant to Remedies 2 and 3**: Documentation of Anselmi's outreach and recruitment efforts, targeting minority and female recruitment sources and community organizations serving its recruitment area and employment needs for construction craft trade vacancies, including (a) Anselmi's current list of minority and female recruitment sources; (b) notifications to and responses from minority and female recruitment sources on Anselmi's current list; (c) notifications to and responses from recruitment sources identified in Remedy 3 of Part II above; (d) the number of off-the-street applicants and applicants referred, broken out by trade, gender, and recruitment source; and (e) the number of applicants hired, broken out by trade, gender, and recruitment source.
 - iii. **Pursuant to Remedy 4**: Documentation of Anselmi's review, conducted at least annually, of its supervisors' adherence to and performance under Anselmi's EEO policies and affirmative action obligations.

Anselmi & DeCicco, Inc., Maplewood, NJ
Conciliation Agreement
(C00306664)

Anselmi will submit the progress report to District Director Joanne Karayiannidis at 200 Sheffield Street, Suite 102, Mountainside, NJ 07092 or to e-mail addresses at (b) (6), (b) (7)(C)@dol.gov and (b) (6), (b) (7)(C)@dol.gov.

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

V. SIGNATURES

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

This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and Anselmi & DeCicco, Inc., 1977 Springfield Avenue, Maplewood, NJ 07040.

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

Mr. Henry Meyers
President
Anselmi & DeCicco, Inc.
Maplewood, NJ

DATE: 4/5/23

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

Joanhe Karayiannidis
New Jersey District Director
OFCCP – Northeast Region

DATE: 4/12/2023

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

Kevin Kollgaard
Assistant District Director
OFCCP – Northeast Region

DATE: April 11, 2023

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

(b) (6), (b) (7)(C)
Compliance Officer
OFCCP – Northeast Region

DATE: 4/10/2023