

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

I. Preliminary Statement

The Office of Federal Contract Compliance Programs (OFCCP) evaluated the McInnis Construction LLC (McInnis), 203 Investment Lane, Summerdale, Alabama 36580 beginning on March 31, 2022. OFCCP found that McInnis failed to comply with Executive Order 11246, as amended (E.O. 11246), Section 503 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 793 (Section 503), and/or the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. § 4212 (VEVRAA) and their respective implementing regulations at 41 C.F.R. Chapter 60.

The violation(s) identified in this Conciliation Agreement (Agreement) were found during a compliance evaluation of McInnis' construction worksites in the Mobile, Alabama Standard Metropolitan Statistical Area (SMSA) which began on March 31, 2022. OFCCP notified McInnis of the specific violation(s) and the corrective action(s) required in a Notice of Violation (NOV) issued on April 18, 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 McInnis enter into this Agreement and its attachments, and the parties agree to all the terms therein.

II. General Terms and Conditions

1. In exchange for McInnis' fulfillment of all its obligations in this Agreement, OFCCP will not institute administrative or judicial enforcement proceedings under E.O. 11246, Section 503, and/or VEVRAA based on the violation(s) alleged in the NOV. However, OFCCP retains the right to initiate legal proceedings to enforce this Agreement if McInnis 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 McInnis' compliance with this Agreement. As part of this review, OFCCP may require written reports, inspect the premises, interview witnesses, and examine and copy documents. McInnis 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 McInnis 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.

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4. McInnis 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 McInnis submits its final progress report required in Section IV, below, unless OFCCP notifies McInnis in writing before the expiration date that McInnis 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 McInnis has met all of its obligations under the Agreement.
10. If McInnis violates this Agreement:
 - a. The procedures at 41 C.F.R. 60-1.34, 41 C.F.R. 60-300.63, and/or 41 C.F.R. 60-741.63 will govern:
 - i. OFCCP will send McInnis a written notice stating the alleged violation(s) and summarizing any supporting evidence.
 - ii. The McInnis 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 McInnis 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 McInnis, 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. McInnis 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. McInnis 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 March 31, 2022 through March 31, 2023, McInnis failed to establish, update and maintain a current list of female recruitment sources, provide written notification to female recruitment sources and to community organizations when McInnis had employment opportunities available, and maintain a record of the organizations' responses, as required by 41 CFR 60-4.3(a)7b.

Remedy: McInnis will establish, update and maintain a current list of females recruitment sources, and provide written notification to female recruitment sources and to community organizations when McInnis has employment opportunities available, and maintain a record of responses to these notifications as required by 41 CFR 60-4.3(a)7b.

2. **Violation:** During the period March 31, 2022 through March 31, 2023, McInnis failed to direct its recruitment efforts, both oral and written to female recruitment sources and community organizations serving its recruitment area and employment needs in violation of 41CFR60-4.3(a)7i.

Remedy: McInnis Construction LLC will direct its recruitment efforts, both oral and written to female recruitment sources and community organizations serving its recruitment area and employment needs as required by 41CFR60-4.3(a)7i.

3. **Violation:** During the period March 31, 2022 through March 31, 2023, McInnis failed to keep and preserve complete and accurate personnel and employment records, in violation of 41 CFR 60-1.12(a) and (e); and, failed to maintain, where possible, and have available records showing the gender, race, and ethnicity of each applicant or Internet Applicant as defined in 41 CFR 60-1.3, as required by 41 CFR 60-1.12(c). Specifically, McInnis failed to keep the race and gender of all applicants.

Remedy: McInnis will keep and preserve complete and accurate personnel and employment records, in accordance with 41 CFR 60-1.12(a) and (e), and will keep and preserve those records for a period of not less than two years from the date of the making of the record or the personnel action, whichever occurs later. However, if McInnis has a total workforce of 150 or fewer employees or does not have a government contract of at least \$150,000, the minimum record retention period shall be one year from the making of the record or the personnel action, whichever occurs later, as permitted by 41 CFR 60-1.12(a).

IV. OFCCP Monitoring Period

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

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

Progress Report 1: Due on October 13, 2023, covering the period April 1, 2023 through September 30, 2023.

Progress Report 2: Due on April 12, 2024, covering the period of October 1, 2023 through March 31, 2024.

The information due in each report is as follows:

- a) Documentation confirming McInnis established and maintained a current list of

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recruitment sources, provided written notification to female recruitment sources, and to community organizations when McInnis have employment opportunities available, and maintained a record of the organization's responses as required by 41 CFR 60-4.3(a)7.b;

- b) Documentation that McInnis directed its recruitment efforts, both oral and written, to female recruitment sources and community organizations serving its recruitment area and employment needs as required by 41 CFR-60-4.3(a)7.1.;
- c) Documentation that McInnis kept and preserved complete and accurate personnel and employment records on;
 - i. Applicants: This list should include all applicants identified by name, race/ethnicity, gender, date applied, trade(s) applied for, referral source, and the action taken for each individual. Applicants for whom race/ethnicity and/or gender is not known should still be included in the data submitted.
 - ii. Hires: This list should include the name, trade, gender, race/ethnicity, date hired, for each employee. If an individual is a re-hire, note that.

McInnis will submit reports to (b) (6), (b) (7)(C) Compliance Officer, 100 West Capitol Street, Suite 762, Jackson, MS 39269 and (b) (6), (b) (7)(C) dol.gov. McInnis 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 McInnis provides in accordance with this Agreement are trade secrets, commercial, and/or financial in nature, and customarily kept private or closely held, and McInnis believes should remain confidential under Exemption 4 of the Freedom of Information Act (FOIA) in the event of a FOIA request, McInnis will provide such reports to OFCCP marked as "Confidential". In the event of a FOIA request, OFCCP will promptly notify McInnis of the FOIA request and provide McInnis 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 McInnis' final progress report as set forth in Section II, Paragraph 9 above. If OFCCP fails to notify McInnis in writing within sixty (60) days of the date of the final progress report that McInnis 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 McInnis within the allotted time that it has not fulfilled all its obligations, this Agreement is automatically extended until the date that OFCCP determines McInnis has met all of its obligations under the Agreement.

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V. SIGNATURES

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

This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and McInnis Construction LLC, 203 Investment Lane, Summerdale, Alabama 36580.

DATE:

5-5-2023

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

Steve Parrish
CFO
McInnis Construction LLC
Summerdale, Alabama 36580

DATE: 05/15/23

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

for
Compliance Officer-Jackson
Office of Federal Contract
Compliance Programs

DATE:

05/15/23

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

for
Katie Course
Assistant District Director-Jackson
Office of Federal Contract
Compliance Programs

Date:

05/15/23

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

Christopher D. Williams
District Director-Birmingham
Office of Federal Contract
Compliance Programs