

Conciliation Agreement
Between the
U.S. Department of Labor Office of Federal Contract Compliance Programs
and
Eastern Construction and Electric, Inc.

I. Preliminary Statement

The Office of Federal Contract Compliance Programs (OFCCP) evaluated Eastern Construction and Electric, Inc.'s (Eastern) federal, federally assisted, and non-federal construction projects located in the Philadelphia, PA – NJ Standard Metropolitan Statistical Area (SMSA) beginning on March 30, 2022. OFCCP found that Eastern failed to comply with Executive Order 11246, as amended (E.O. 11246 or the Executive Order) and their respective implementing regulations at 41 CFR 60-4.

OFCCP notified Eastern of the specific violations and the corrective actions required in a Notice of Violation (NOV) issued on June 7, 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 Eastern 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 Eastern'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 violation(s) alleged in the NOV. However, OFCCP retains the right to initiate legal proceedings to enforce this Agreement if Eastern 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 Eastern'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. Eastern 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 Eastern of its obligation to fully comply with the requirements of E.O. 11246, Section 503 of the Rehabilitation Act of 1973, as amended (Section 503), the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended (VEVRAA), their implementing regulations, or other applicable laws requiring nondiscrimination or equal employment opportunity through affirmative action.

4. Eastern 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 Eastern submits its final progress report required in Section IV, below, unless OFCCP notifies Eastern in writing before the expiration date that Eastern 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 Eastern has met all of its obligations under the Agreement.
10. If Eastern violates this Agreement:
 - a. The procedures at 41 C.F.R. 60-1.34 will govern:
 - i. OFCCP will send Eastern a written notice stating the alleged violation(s) and summarizing any supporting evidence.
 - ii. The Eastern 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 Eastern 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 Eastern, 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. Eastern 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. Eastern 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 OFCCP.
- 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, Eastern failed to disseminate its EEO policy by providing notice of the policy to community based organizations and training programs and requesting their cooperation in assisting Eastern in meeting its EEO obligations; by including it in any policy manual; by publicizing it in the company newsletter, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed, as required by 41 CFR 60-4.3(a)7.f.

Remedy: Eastern will disseminate its EEO policy by providing notice of the policy to community based organizations and training programs and requesting their cooperation in assisting Eastern in meeting its EEO obligations by including it in any policy manual; by publicizing it in the company newsletter, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed, as required by 41 CFR 60-4.3(a)7.f.

2. **Violation:** During the period April 1, 2021 through March 31, 2022, Eastern failed to 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., prior to the initiation of construction work at any job site; and make and maintain a written record identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter, as required by 41 CFR 60-4.3(a)7.g.

Remedy: Eastern 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., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter, as required by 41 CFR 60-4.3(a)7.g.

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

Remedy: Eastern will conduct a review, at least annually, of all supervisors' adherence to and performance under Eastern's EEO policies and affirmative action obligations, as required by 41 CFR 60-4.3(a)7.p.

4. **Violation:** During the period April 1, 2021 through March 31, 2022, Eastern failed to provide written notification to OFCCP within 10 working days of the 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: Eastern will provide written notification to OFCCP within 10 working days of the 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. Eastern will provide notification via the Notification of Construction Contract Award Portal (NCAP) at <https://www.dol.gov/agencies/ofccp/ncap>.

IV. OFCCP Monitoring Period

1. **Recordkeeping.** Eastern agrees to retain all records relevant to the violations cited in Section III above and the reports submitted in compliance with Paragraph 2, below. These records may 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.

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

2. Contractor Reports.

Eastern 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 June 14, 2024, covering the period of June 1, 2023, through May 31, 2024. The report will consist of the following items:
 - (i) Documentation that Eastern disseminated its EEO policy by providing notice of the policy to community based organizations and training programs and requesting their cooperation in assisting in meeting its EEO obligations by including it in any policy manual; by publicizing it in the company newsletter, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
 - (ii) Documentation that Eastern reviewed, 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., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
 - (iii) Documentation that Eastern reviewed, at least annually, of all supervisors' adherence to and performance under Eastern's EEO policies and affirmative action obligations. This includes copies of memos, letters, reports, minutes of meetings, performance appraisals and/or interviews with the supervisors regarding their employment practices as they relate to Eastern's EEO policy and affirmative action obligations, and written evidence that supervisors were notified when their equal employment practices adversely or positively impacted the company's EEO and affirmative action posture.
 - (iv) Documentation that Eastern 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.

Eastern will submit reports to:

Edward J. Rogers
District Director
Robert N.C. Nix, Sr. Federal Bldg.
900 Market Street
Room 311
Philadelphia, PA 19107
(b) (6), (b) (7)(C) @dol.gov

Eastern 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 Eastern provides in accordance with this Agreement are trade secrets, commercial, and/or financial in nature, and customarily kept private or closely held, and Eastern believes should remain confidential under Exemption 4 of the Freedom of Information Act (FOIA) in the event of a FOIA request, Eastern will provide such reports to OFCCP marked as "Confidential". In the event of a FOIA request, OFCCP will promptly notify Eastern of the FOIA request and provide Eastern 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 Eastern's final progress report as set forth in Section II, Paragraph 9 above. If OFCCP fails to notify Eastern in writing within sixty (60) days of the date of the final progress report that Eastern 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 Eastern within the allotted time that it has not fulfilled all of its obligations, this Agreement is automatically extended until the date that OFCCP determines Eastern has met all of its obligations under the Agreement or OFCCP determines that Eastern is in violation of the Agreement, at which point the procedures at 41 C.F.R. 60-1.32 will govern.

V. SIGNATURES

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

This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and Eastern Construction and Electric, Inc. at 18 Georgetown Road, Wrightstown, NJ 08562.

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

Mandi Buker
Chief Operating Officer
Eastern Construction and Electric, Inc.
Wrightstown, NJ

DATE: 6/13/2023

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

Edward J. Rogers
District Director
Philadelphia District Office

DATE: 6/13/2023

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

Tracey Reid
Assistant District Director
Philadelphia District Office

DATE: 6/13/23