

Conciliation Agreement  
between the  
U.S. Department of Labor  
Office of Federal Contract Compliance Programs  
and  
CJ Moyna & Sons, LLC

**I. Preliminary Statement**

The Office of Federal Contract Compliance Programs (OFCCP) evaluated CJ Moyna & Sons, LLC (CJ Moyna & Sons) located at 24412 Highway 13, Elkader, IA 52043, beginning on March 21, 2022. OFCCP found that CJ Moyna & Sons, LLC failed to comply with Executive Order 11246, as amended (E.O. 11246 or the Executive Order), and the respective implementing regulations at 41 Code of Federal Regulations (CFR) Chapter 60.

OFCCP notified CJ Moyna & Sons of the specific violation(s) and the corrective action(s) required in a Notice of Violation (NOV) issued on July 10, 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 CJ Moyna & Sons 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 CJ Moyna & Sons' 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 CJ Moyna & Sons 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 the compliance of CJ Moyna & Sons with this Agreement. As part of this review, OFCCP may require written reports, inspect the premises, interview witnesses, and examine and copy documents. CJ Moyna & Sons 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 CJ Moyna & Sons 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. CJ Moyna & Sons 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 CJ Moyna & Sons submits its final progress report required in Section IV, below, unless OFCCP notifies CJ Moyna & Sons in writing before the expiration date that CJ Moyna & Sons 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 CJ Moyna & Sons has met all of its obligations under the Agreement.
10. If CJ Moyna & Sons violates this Agreement:
  - a. The procedures at 41 C.F.R. 60-1.34 will govern:
    - i. OFCCP will send CJ Moyna & Sons a written notice stating the alleged violation(s) and summarizing any supporting evidence.
    - ii. CJ Moyna & Sons 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 CJ Moyna & Sons 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 CJ Moyna & Sons, 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. CJ Moyna & Sons 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. CJ Moyna & Sons 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 July 27, 2020, through July 26, 2021, CJ Moyna & Sons failed to establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources, and community organizations when CJ Moyna & Sons or its unions have employment opportunities available, and to maintain a record of the organizations' responses, in violation of 41 C.F.R. 60-4.3(a)7.b.

**REMEDY:** CJ Moyna & Sons will establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when CJ Moyna & Sons or its unions have employment opportunities available, and maintain a record of the organizations' responses, in accordance with 41 C.F.R. 60-4.3(a)7.b.

- 2. **VIOLATION:** During the period July 27, 2020, through July 26, 2021, CJ Moyna & Sons failed to keep and preserve complete and accurate personnel and employment records, in violation of 41 C.F.R. 60-1.12(a) and (e). Specifically, CJ Moyna & Sons failed to keep



complete and accurate personnel activity, compensation, and project data during the review period.

**REMEDY:** CJ Moyna & Sons will keep and preserve complete and accurate personnel and employment records, in accordance with 41 C.F.R. 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 CJ Moyna & Sons 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 C.F.R. 60-1.12(a).

#### **IV. OFCCP Monitoring Period**

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

2. **Progress Reports.**

CJ Moyna & Sons agrees to furnish OFCCP with one report during the Monitoring Period. The progress report will contain the documentation specified according to the dates scheduled:

Progress Report : Due on August 26, 2024, covering the period from the effective date of this Agreement through July 26, 2024.

Documentation of:

**Pursuant to Violation 1:**

- A list of minority and female recruitment sources used by CJ Moyna & Sons.
- Copies of all (correspondences to and responses received) written notification to minority and female recruitment sources, community organizations and any union referrals regarding all available employment opportunities. Job opportunities must be listed with sources at least ten (10) days prior to hire date, when possible.
- Documentation of all recruitment contacts, specifying date of contact, job openings listed, name of contact person and disposition.

**Pursuant to Violation 2:**

- Documentation that CJ Moyna & Sons maintained complete and accurate applicant/hire logs.
- Documentation (preferably in MS Excel format) must include the following: applicant name, race, gender, application date, construction trade, job title, facility location (city/town & State), offer made, offer declined, hired, disposition (reason for the applicant not hired). The database should include all job seekers (regardless of whether they met the Internet Applicant Rule).
- Documentation that CJ Moyna & Sons collected and preserved complete and accurate personnel and employment records that include: name, address, phone number, social security number, race, ethnicity, sex, rate of pay, construction trade, job title, dates of changes in job status, hours worked per week in each indicated trade, locations at which the work was performed, union affiliation if any, and employee identification number if any for every craftworker.
- Documentation that CJ Moyna & Sons maintained complete and accurate termination logs.
- Documentation (preferably in MS Excel format) must include the following: employee name, race, gender, name of union, termination date, construction trade, job title, voluntary termination, involuntary termination, last known contact information (phone number, email address and home address), and specific reason for the termination.
- Documentation that CJ Moyna & Sons maintained complete and accurate promotion logs.
- Documentation (preferable in MS Excel Format) must include the name, trade/job title, gender, race/ethnicity for each promoted employee. Include a definition of "promotion" as used by your company and the basis on which they were compiled (e.g., promotions to the trade, from the trade, and/or within the trade, etc.). If it varies for different trades, please define the term as used for each trade.
- Documentation (preferably in MS Excel format) of employee level payroll data for all construction trade employees. For each project, provide payroll data with the following information: a.) Employee name or ID; b.) Gender; c.) Race/Ethnicity; d.) Hire date; e.) All trades the employee was paid to work in; f.) Total hours worked in each trade; g.) Overtime hours worked in each trade; h.) Wage rate(s) for each trade; i.) Union affiliation; j.) Apprenticeship status; and k.) Employment type, including but not limited to, full-time, part-time, contract, per diem or day labor, and temporary employees.

CJ Moyna & Sons will submit the report to Compliance Officer (b) (6), (b) (7)(C) at (b) (6), (b) (7)(C)@dol.gov. CJ Moyna & Sons and OFCCP have a common interest in the information being provided in the reports pursuant to this Agreement. To the extent any report CJ Moyna & Sons provides in accordance with this Agreement are trade secrets, commercial, and/or financial in nature, and customarily kept private or closely held, and the CJ Moyna & Sons believes should remain confidential under Exemption 4 of the Freedom of Information Act (FOIA) in the event of a FOIA request, CJ Moyna & Sons will provide such reports to OFCCP marked as "Confidential". In the event of a FOIA request, OFCCP will promptly notify CJ Moyna & Sons of the FOIA request and provide CJ Moyna & Sons 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 the final progress report as set forth in Section II, Paragraph 9 above. If OFCCP fails to notify CJ Moyna & Sons in writing within sixty (60) days of the date of the final progress report that CJ Moyna & Sons 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 CJ Moyna & Sons within the allotted time that it has not fulfilled all of its obligations, this Agreement is automatically extended until the date that OFCCP determines CJ Moyna & Sons has met all of its obligations under the Agreement.



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**V. SIGNATURES**

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

This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and CJ Moyna & Sons, LLC, 24412 Highway 13, Elkader, IA 52043.

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

Justin Augustyn  
Vice President  
CJ Moyna & Sons, LLC  
Elkader, IA

DATE: AUGUST 1ST, 2023

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

Karen D. Wallace  
District Director  
OFCCP, Chicago District Office

DATE: 8/3/23

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

Kekdra Carmons  
Assistant District Director  
OFCCP, Chicago District Office

DATE: 8/03/23

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

Compliance Officer  
OFCCP, Chicago District Office

DATE: \_\_\_\_\_