

**Conciliation Agreement
Between the
U.S. Department of Labor
Office of Federal Contract Compliance Programs
And
Bradley-Sciocchetti, Inc.
4420 N. Route 130.
Pennsauken, NJ 08109-2114
OFCCP Case No. C00306534**

I. Preliminary Statement

The Office of Federal Contract Compliance Programs (OFCCP) evaluated Bradley-Sciocchetti, Inc. (Bradley) establishment located at 4420 N. Route 130, Pennsauken, NJ 08109, beginning on September 19 2022. OFCCP found that Bradley 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 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 § 60-1 through 60-4, 60-300, and 60-741.

OFCCP notified Bradley of the specific violations and the Remedies required in a Notice of Violation (NOV) issued on June 30, 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 Bradley 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 Bradley'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 Bradley 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 Bradley'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. Bradley 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 Bradley of its obligation to fully comply with the requirements of E.O. 11246, Section 503, VEVRAA, their implementing regulations, or

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other applicable laws requiring nondiscrimination or equal employment opportunity through affirmative action.

4. Bradley 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 Bradley submits its final progress report required in Section IV, below, unless OFCCP notifies Bradley in writing before the expiration date that Bradley 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 Bradley has met all of its obligations under the Agreement.
10. If Bradley violates this Agreement:
 - a. The procedures at 41 CFR § 60-1.34, 41 CFR 60-300.63, and/or 41 CFR § 60-741.63 will govern:
 - i. OFCCP will send Bradley a written notice stating the alleged violation(s) and summarizing any supporting evidence.
 - ii. Bradley 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 Bradley 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 Bradley, 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. Bradley may be subject to the sanctions set forth in Section 209 of the Executive Order, 41 CFR § 60-1.27, 41 CFR § 60-741.66, or 41 CFR § 60-300.66, and/or other appropriate relief for violating this Agreement.
11. Bradley 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 September 1, 2021 through August 31, 2022, Bradley 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 organizations when Bradley or its unions have employment opportunities available, and maintain a record of the organizations’ responses as required by 41 CFR § 60-4.3(a) 7.b.

Remedy: Bradley 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 Bradley or its unions have employment opportunities available, and maintain a record of the organizations’ responses, as required by 41 CFR § 60-4.3(a) 7.b. Examples of minority and female recruitment sources include, but are not limited to:

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Camden County Technical Schools
343 Berlin Cross Keys Road
Sicklerville, NJ 08081
Phone: (856) 767-7000
Suzanne Golt, Admissions/Development Officer
E-mail: admissions@ccts.net

Hispanic Family Center of Southern NJ, Inc.
35-47 S. 29th St.
Camden, NJ 08105
Phone: (856) 541-6985
Sylvie Perez: Assistant Program Director
E-mail: sperez@hispanicfamilycenter.com

2. **Violation:** During the period September 1, 2021 through August 31, 2022, Bradley failed to maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant, or female referral from a union, a recruitment sources or community organization and of what action was taken with respect to each such individual, as required by 41 CFR § 60-4.3(a) 7.c.

Remedy: Bradley will maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual is sent to the union hiring hall for referral and is not referred back to Bradley by the union or, if referred, not employed by Bradley, this shall be documented in the file with the reason therefor, along with whatever additional actions Bradley may have taken, as required by 41 CFR § 60-4.3(a) 7. c.

3. **Violation:** During the period September 1, 2021 through August 31, 2022, Bradley failed to disseminate its EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting Bradley in meeting its EEO obligations, by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, 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 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: Bradley will disseminate its EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting Bradley in meeting its EEO obligations, by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, 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.

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4. **Violation:** During the period September 1, 2021 through August 31, 2022, Bradley 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: Bradley 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.

5. **Violation:** During the period September 1, 2021 through August 31, 2022, Bradley failed to disseminate its EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing Bradley's EEO policy with other contractors and subcontractors with whom Bradley does or anticipates doing business, as required by 41 CFR 60-4.3(a) 7.h.

Remedy: Bradley will disseminate its EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing Bradley's EEO policy with other contractors and subcontractors with whom Bradley does or anticipates doing business.as required by 41 CFR§ 60-4.3(a) 7.h.

6. **Violation:** During the period September 1, 2021 through August 31, 2022, Bradley failed to direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students, and to minority and female recruitment and training organizations serving Bradley's recruitment area and employment needs, as required by 41 CFR § 60-4.3(a) 7.i.

Remedy: Bradley will direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving Bradley's recruitment area and employment needs. No later than one month prior to the date for the acceptance of applications for apprenticeships or other training by any recruitment source, Bradley shall send written notification to organizations such as identified below, describing the openings, screening procedures, and tests to be used in the selection process, as required by 41 CFR § 60-4.3(a) 7. i.

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African American Chamber of Commerce of New Jersey
379 West State Street
Trenton, NJ 08618
Phone: (609) 571-1620
E-mail: info@aaccnj.com

Camden County Technical Schools
343 Berlin Cross Keys Road
Sicklerville, NJ 08081
Phone: (856) 767-7000
Suzanne Golt, Admissions/Development Officer
E-mail: admissions@ccts.net

Women's Right Information Center
108 West Palisades Ave.
Englewood, NJ 07631
Phone: (201) 568-1166
E-mail: Support.WRIC@womensrights.org

She Contractor
930 Stuyvesant Ave., Suite 6
Union, NJ 07083
Phone: (888) 640-1737
Tamika Lowe
E-mail: info@shecontractor.com

Project Self-Sufficiency
127 Mill Street
Newton, NJ 07860
Phone: (973) 940-3500
Deborah Berry-Toon: Executive Director
E-mail: pss@projectselfsufficiency.org

- 7. Violation:** During the period September 1, 2021 through August 31, 2022, Bradley failed to encourage current minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of Bradley's workforce, as required by 41 CFR § 60-4.3(a) 7.j.

Remedy: Bradley will encourage current minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and

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vacation employment to minority and female youth both on the site and in other areas of Bradley's workforce, as required by 41 CFR § 60-4.3(a) 7.j.

8. **Violation:** During the period September 1, 2021 through August 31, 2022, Bradley failed to validate all tests and other selection requirements where there is an obligation to do so under 41 CFR part 60-3, as required by 41 CFR § 60-3 (a) 7.k. Specifically, Bradley failed to document or keep records of requesting women and minorities when soliciting additional manpower from its unions.

Remedy: Bradley will validate all tests and other selection requirements where there is an obligation to do so under 41 CFR § 60-3. Specifically, Bradley will document or maintain records of requesting women and minorities when soliciting manpower from its unions; and document if a woman and/or minority was referred by the union(s).

9. **Violation:** During the period September 1, 2021 through August 31, 2022, Bradley failed to document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations, as required by 41 CFR § 60-4.3(a) 7.o.

Remedy: Bradley will document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations, as required by 41 CFR § 60-4.3(a) 7.o.

10. **Violation:** During the period September 1, 2021 through August 31, 2022, Bradley failed to implement and disseminate its equal employment opportunity (EEO) policy. Specifically, Bradley failed to conduct a review, at least annually, of all supervisors' adherence to and performance under Bradley's EEO policies and affirmative action obligations, as required by 41 CFR § 60-4.3(a) 7.p.

Remedy: Bradley will implement and disseminate its EEO policy. Specifically, Bradley must maintain copies of memos, letters, reports, minutes of meetings, performance appraisals, and/or interviews with supervisors regarding their employment practices as they relate to Bradley's EEO policy and affirmative action obligations, and written evidence that supervisors were notified when their employment practices adversely or positively impacted the company's EEO and affirmative action posture, as required by 41 CFR § 60-4.3(a) 7.p.

11. **Violation:** During the period September 1, 2021 through August 31, 2022, Bradley failed to immediately list all employment openings with either the state workforce agency job bank or a local employment service delivery system (ESDS) serving the location where the openings occurred in violation of 41 CFR § 60-300.5(a) 2-6.

Remedy: Bradley will list all employment openings as they occur with an appropriate employment service delivery system (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 Bradley, as required by 41 CFR § 60-300.5(a)2-6. With its initial listing, and as subsequently needed to update the information, Bradley 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 state, and provide the employment service delivery system with the name and address of each of its hiring locations within the state 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, Bradley shall provide updated information simultaneously with its next job listing.

12. **Violation:** During the period September 1, 2021 through August 31, 2022, Bradley failed to undertake outreach and positive recruitment activities that were reasonably designed to effectively recruit qualified protected veterans and qualified individuals with disabilities, document these activities, assess their effectiveness, and document its review, in violation of 41 CFR § 60-300.44(f)(1)(i) and 41 CFR § 60-741.44(f)(1)(i). Specifically, Bradley could not provide documentation or other evidence to demonstrate that it had engaged in effective outreach and recruitment commensurate with the number of hiring opportunities it had during the review period.

Remedy: Bradley will undertake appropriate external outreach and positive recruitment activities that are reasonably designed to effectively recruit qualified protected veterans and individuals with disabilities, such as those described at 41 CFR § 60-300.44(f)(2) and 41 CFR § 60-741.44(f)(2). Bradley will annually review its outreach and recruitment activities, assess their effectiveness, and document this review, in accordance with 41 CFR § 60-300.44(f)(3) and 41 CFR § 60-741.44(f)(3). Bradley will document all activities it undertakes to comply with this section, in accordance with 41 CFR § 60-300.44(f)(4) and 41 CFR § 60-741.44(f)(4). At a minimum, Bradley shall contact and maintain contacts with the following organizations:

NJ Department of Labor & Workforce Development (LVER/DVOP)
101 Woodcrest Road, Suite 127
Cherry Hill, NJ 08003-3620
Geoffrey Taylor: Employment Specialist
Phone: (856) 549-0561
E-mail: Geoffrey.Taylor@dol.nj.gov

Disabled Veteran Outreach Program Specialist (DVOP)
2600 Mt. Ephraim Ave.
Camden, NJ 08104
Abner Marcellus
Phone: (856) 549-0559
E-mail: Abner.Marcellus@dol.nj.gov

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U.S. Department of Veterans Affairs, VR&E Division
Newark Regional Office
20 Washington Place
Newark, NJ 07102
Phone: (973) 297-3200

NJ Division of Vocational Rehabilitation Services
101 Woodcrest Road, Suite 127
Cherry Hill, NJ 08003-3620
Phone: 856-549-0600 (option 3)
E-mail: DVR.Camden@dol.state.nj.us

American Association of People with Disabilities
2020 Pennsylvania Ave., Mailbox 263
Washington D.C. 20006
Phone: (202) 521-4316
Maria Town, President and CEO
E-mail: programs@aapd.com

IV. OFCCP Monitoring Period

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

2. **Bradley Report.**

Bradley 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 March 31, 2024 covering the period of September 1, 2023 through February 29, 2024.
- b. Progress Report 1: Due on September 30, 2024 covering the period of March 1, 2024 through August 31, 2024.

Pursuant to Remedy 1, 2, 6, and 7:

- a. Documentation of Bradley'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) Bradley's current list of minority and female recruitment sources; (b) notifications to and

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responses from minority and female recruitment sources on Bradley's current list; (c) notifications to and responses from recruitment sources identified in Remedy 6 of Part II above; (d) the number of off-the-street applicants and applicants referred, broken out by trade, gender, and recruitment source; (e) the number of applicants hired, broken out by trade, gender, and recruitment source; (f) confirmation that Bradley has encouraged current minority and female employees to recruit other minority persons and females; and (g) documentation whether Bradley has provided after school, summer and vacation employment to minority and female youth both on the site and/or in other areas of Bradley's workforce.

Pursuant to Remedy 3:

- a. Documentation of Bradley's written notification to its unions and training programs disseminating its EEO policy and requesting their cooperation in assisting Bradley in meeting its EEO obligations.

Pursuant to Remedy 4:

- a. Documentation of Bradley's annual review of its EEO policy with and affirmative action obligations with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions, prior to the initiation of construction work at any job site. Documentation should include the time and place, a list of attendances by name and job title, subject matter discussed, and disposition of the subject discussed at Bradley's annual review of its EEO policy.

Pursuant to Remedy 5:

- a. Documentation of Bradley's external dissemination of its EEO policy in its advertisements or news media, including minority and female news media, and written notification showing that Bradley has discussed its EEO policy with other contractors and subcontractors with whom Bradley does business with.

Pursuant to Remedy 8:

- a. Documentation of Bradley's manpower request for qualified minorities and females from their respective unions when it has open positions for hire.

Pursuant to Remedy 9:

- a. Documentation of Bradley's solicitations of offers for subcontracts from minority and female construction contractors and suppliers. This should include any circulation of solicitations to minority and female contractor associations and other business associations.

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Pursuant to Remedy 10:

- a. Documentation of Bradley's review, conducted at least annually, of its supervisors' adherence to and performance under Bradley's EEO policies and affirmative action obligations.

Pursuant to Remedy 11:

- a. Documentation showing that Bradley listed all employment openings with the appropriate ESDS where the openings occurred, as specified in Remedy 11. This documentation should include proof Bradley advised the ESDS that it is a federal contractor; and provided the ESDS with the contact information for the Bradley official responsible for hiring at each of its locations, in accordance with 41 CFR § 60-300.5(a)4. Additionally, Bradley will provide documentation of any known referrals received from the state employment service including, but not limited to the name(s) of the individual(s) referred; date(s) of referral; final disposition of the referred individual's application; and when applicable, the reasons why a referred individual was not hired by Bradley. For referrals hired from the state employment service, please include the job title and salary or hourly rate of pay.

Pursuant to Remedy 12:

- a. Documentation showing that Bradley undertook appropriate outreach and positive recruitment activities reasonably designed to effectively recruit qualified disabled veterans, recently separated veterans, other protected veterans, armed forces service medal veterans and qualified individuals with disabilities (IWDs). This documentation should include a list of all veterans and IWDs outreach and recruitment activities, including but not limited to copies of letters, memos, record of telephone calls, and other documents generated in the normal course of business between Bradley and any veteran and IWDs recruitment sources. Bradley should note that 41 CFR § 60-300.44(f)(2) and 41 CFR § 60-741.44(f)(2) lists several types of resources that may be able to assist it in effectively recruiting and employing qualified protected veterans and IWDS.

Bradley will submit reports to Assistant District Director Lawrence Tainowitz 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.

Bradley 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 Bradley provides in accordance with this Agreement are trade secrets, commercial, and/or financial in nature, and customarily kept private or closely held, and the Bradley believes should remain confidential under Exemption 4 of the Freedom of Information Act (FOIA) in the event of a FOIA request, Bradley will provide such reports to OFCCP marked as "Confidential". In the event of a FOIA request, OFCCP will promptly notify Bradley of the FOIA request and provide

Bradleyan 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 Bradley's final progress report as set forth in Section II, Paragraph 9 above. If OFCCP fails to notify Bradley in writing within sixty (60) days of the date of the final progress report that Bradley 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 Bradley within the allotted time that it has not fulfilled all of its obligations, this Agreement is automatically extended until the date that OFCCP determines Bradley has met all of its obligations under the Agreement.

V. **SIGNATURES**

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

This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and Bradley-Sciocchetti, Inc., 4420 N. Route 130, Pennsauken, NJ 08109.

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

Mr. Frank North
President
Bradley-Sciocchetti, Inc.
Pennsauken, NJ

Date: 8-07-2023

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

Joanne Karayiannidis
District Director
New Jersey District Office
OFCCP – Northeast Region

Date: 8/17/2023

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

Larry Tainowitz
Assistant District Director
New Jersey District Office
OFCCP -- Northeast Region

Date: 8/16/2023

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

Compliance Officer
New Jersey District Office
OFCCP -- Northeast Region

Date: 8/16/2023