

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

I. Preliminary Statement

The Office of Federal Contract Compliance Programs (OFCCP) evaluated the River City Construction LLC (River City) construction projects located in the St. Louis, MO Standard Metropolitan Statistical Area (SMSA) beginning on December 7, 2022. OFCCP found that Contractor failed to comply with Executive Order 11246, as amended (E.O. 11246 or the Executive Order), 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 Title 41 of the Code of Federal Regulations (C.F.R.) Chapter 60.

OFCCP notified River City of the specific violations and the corrective actions required in a Notice of Violation (NOV) issued on August 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 River City 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 River City'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/or VEVRAA based on the violations alleged in the NOV. However, OFCCP retains the right to initiate legal proceedings to enforce this Agreement if River City 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 River City'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. River City 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 River City 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. River City 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 River City submits its final progress report required in Section IV, below, unless OFCCP notifies River City in writing before the expiration date that River City 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 River City has met all of its obligations under the Agreement.
10. If River City 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 River City a written notice stating the alleged violation(s) and summarizing any supporting evidence.
 - ii. The River City 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 River City 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 River City, 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. River City may be subject to the sanctions set forth in Section 209 of the Executive Order, 41 C.F.R. § 60-1.27, 41 C.F.R. § 60-741.66, or 41 C.F.R. § 60-300.66, and/or other appropriate relief for violating this Agreement.
- 11. River City 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 January 1, 2022, through December 31, 2022, River City failed to prepare and maintain an affirmative action program (AAP) for protected veterans at each establishment, in violation of 41 C.F.R. § 60-300.40(b). Accordingly, River City failed to comply with any of its AAP obligations set forth in Subpart C of the regulations, 41 C.F.R. § 60-300.40-45.

REMEDY: River City will prepare and maintain an AAP for protected veterans at each establishment. The AAP shall set forth River City's policies and procedures in accordance with 41 C.F.R. § 300.40-45. This AAP may be integrated into or kept separate from other AAPs. River City shall review and update annually its AAP pursuant to 41 C.F.R. § 60-300.40(c), and must comply with all obligations set forth in Subpart C of the regulations, 41 C.F.R. § 60-300.40-45.

- 2. **VIOLATION:** During the period January 1, 2022, through December 31, 2022, River City failed to prepare and maintain an AAP for qualified individuals with disabilities at each establishment, in violation of 41 C.F.R. § 60-741.40(b). Accordingly, River City failed to

comply with any of its AAP obligations set forth in Subpart C of the regulations, 41 C.F.R. § 60-741.40-45.

REMEDY: River City will prepare and maintain an AAP for qualified individuals with disabilities at each establishment. The AAP shall set forth River City's policies and procedures in accordance with 41 C.F.R. § 741.40-45. This AAP may be integrated into or kept separate from other AAPs. River City shall review and update annually its AAP pursuant to 41 C.F.R. § 60-741.40(c), and must comply with all obligations set forth in Subpart C of the regulations, 41 C.F.R. § 60-741.40-45.

3. **VIOLATION:** During the period January 1, 2022, through December 31, 2022, River City failed to invite applicants to inform it whether the applicant believes that he or she is a veteran protected by VEVRAA in violation of 41 C.F.R. § 60-300.42.

REMEDY: River City will invite applicants to inform it whether the applicant believes that he or she is a veteran protected by VEVRAA, as required by 41 C.F.R. § 60-300.42. More specifically, River City shall invite applicants for employment, prior to an offer of employment, to voluntarily identify as a protected veteran. Additionally, River City shall invite applicants for employment, after an offer of employment but before applicants begin their job duties, to voluntarily inform it whether the applicant believes that he or she is a protected veteran. River City may invite the applicant to also indicate if he or she belongs to one or more of the specific categories of protected veterans, as defined by 41 C.F.R. § 60-300.2(q). All invitations to self-identify as a protected veteran must comply with the requirements of 41 C.F.R. § 60-300.42(c). River City must keep all self-identification information confidential and maintain it in a separate data analysis file, rather than in its personnel or medical files, in accordance with 41 C.F.R. § 60-300.42(e).

4. **VIOLATION:** During the period January 1, 2022, through December 31, 2022, River City failed to invite its employees and applicants for employment to voluntarily self-identify as an individual with a disability, using the OMB-approved form for this purpose, in violation of 41 C.F.R. § 60-741.42. Specifically, contractor failed to invite applicants to self-id pre-offer; failed to invite applicants to self-id post-offer; and failed to use the approved form.

REMEDY: River City will invite both its applicants for employment, and its employees, to voluntarily self-identify as an individual with a disability, in accordance with 41 C.F.R. § 60-741.42. All invitations to self-identify must be made using the OMB-approved form for this purpose (available on the OFCCP website). More specifically, River City shall invite each of its applicants for employment, prior to an offer of employment, to voluntarily inform it whether the applicant believes that he or she is an individual with a disability, as that term is defined in 41 C.F.R. § 60-741.2(g)(1)(i) or (ii). Contractor shall also invite each of its applicants for employment, after an offer of employment has been made and before the applicant begins work, to voluntarily inform it whether the applicant believes that he or she is an individual with a disability. In addition, during the first year it is subject to this requirement, River City shall invite each of its employees to voluntarily self-identify as an individual with a disability, and then extend this invitation again at five year intervals, thereafter. At least once during each interval, River City shall remind its employees that

they may voluntarily update their disability-related self-identification information at any time. River City will keep all self-identification information confidential and maintain it in a separate data analysis file, rather than in its personnel or medical files, in accordance with 41 C.F.R. § 60-741.42(e).

5. **VIOLATION:** During the period January 1, 2022, through December 31, 2022, River City 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, River City failed to keep applicant, testing, interview, hiring or other general personnel or employment records, and failed to keep the records for a period of not less than two years from the date of the making of the record or the personnel action, whichever occurred later.

REMEDY: River City 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 River City 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).

6. **VIOLATION:** During the period January 1, 2022, through December 31, 2022, River City failed to notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding that River City is bound by the terms of Section 503 of the Rehabilitation Act of 1973, as amended, and is committed to take affirmative action to employ and advance in employment, and shall not discriminate against, individuals with physical or mental disabilities, as required by 41 C.F.R. § 60-741.5(a)(5).

REMEDY: River City will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding that River City is bound by the terms of Section 503 of the Rehabilitation Act of 1973, as amended, and is committed to take affirmative action to employ and advance in employment, and shall not discriminate against, individuals with physical or mental disabilities, as required by 41 C.F.R. § 60-741.5(a)(5).

7. **VIOLATION:** During the period January 1, 2022, through December 31, 2022, River City failed to notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding that River City is bound by the terms of VEVRAA and is committed to take affirmative action to employ and advance in employment, and shall not discriminate against, protected veterans, as required by 41 C.F.R. § 60-300.5(a)10.

REMEDY: River City will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding that River City is bound by the terms of VEVRAA and is committed to take affirmative action

to employ and advance in employment, and shall not discriminate against, protected veterans, as required by 41 C.F.R. § 60-300.5(a)10.

8. **VIOLATION:** During the period January 1, 2022, through December 31, 2022, River City failed to include the equal opportunity clause for VEVRAA and Section 503 in its subcontracts and/or purchase orders, either directly or by reference, in the prescribed manner, in violation of 41 C.F.R. § 60-300.5(a)-(d). and 41 C.F.R. § 60-741.5(a)-(d).

REMEDY: River City will include or reference the provisions of the equal opportunity clause in its subcontracts and purchase orders, as required by 41 C.F.R. § 60-300.5(a)-(d) and 41 C.F.R. § 60-741.5(a)-(d). If River City incorporates the equal opportunity clause in its subcontracts and purchase orders by reference, rather than by restating the clause verbatim, it must incorporate the clause in the manner prescribed by 41 C.F.R. § 60-300.5(d) and 41 C.F.R. § 60-741.5(d).

9. **VIOLATION:** During the period January 1, 2022, through December 31, 2022, River City failed to immediately list all employment openings with either the state workforce agency job bank or a local employment service delivery system serving the location where the openings occurred in violation of 41 C.F.R. § 60-300.5(a)2-6.

REMEDY: River City will list all employment openings as they occur with an appropriate employment service delivery system (ESDS) (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 River City, as required by 41 C.F.R. § 60-300.5(a)2-6. With its initial listing, and as subsequently needed to update the information, River City must 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 C.F.R. § 60-300.5(a)4. Should any of the information in the disclosures change since it was last reported to the ESDS, River City shall provide updated information simultaneously with its next job listing.

IV. OFCCP Monitoring Period

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

2. Contractor Reports.

River City agrees to furnish OFCCP with the following report during the Monitoring Period according to the following schedule:

Progress Report will be due September 15, 2024, and cover the period from the effective date of this Agreement through August 31, 2024.

Progress Report will include the following:

Pursuant to Violation 1:

- A copy of the River City's current VEVRAA AAP prepared in accordance with the requirements of 41 CFR § 60-300.40-45.
- River City's most recent assessment of its personnel processes, as required by 41 CFR § 60-300.44(b), including a description of the assessment and any actions taken or changes made as a result of the assessment.
- River City's most recent assessment of physical and mental qualifications, as required by 41 CFR § 60-300.44(c), including the schedule of the assessment and any actions taken or changes made as a result of the assessment.
- Results of the evaluation of the effectiveness of outreach and recruitment efforts that were intended to identify and recruit qualified protected veterans as described in 41 CFR § 60-300.44(f).
- Documentation of all actions taken to comply with the audit and reporting system requirements described in 41 CFR § 60-300.44(h).
- Documentation of the computations or comparisons described in 41 CFR § 60-300.44(k) that covers the date of this Agreement through August 31, 2024.
- Documentation of the hiring benchmark adopted and the methodology used to establish it if using the five factors described in 41 CFR § 60-300.45(b)(2).

Pursuant to Violation 2:

- A copy of River City's current Section 503 AAP prepared in accordance with the requirements of CFR § 60-741.40-45.
- River City's most recent assessment of its personnel processes, as required by 41 CFR § 60-741.44(b), including a description of the assessment and any actions taken or changes made as a result of the assessment.

- River City's most recent assessment of physical and mental qualifications, as required by 41 CFR § 60-741.44(c), including the schedule of the assessment and any actions taken or changes made as a result of the assessment.
- Results of the evaluation of the effectiveness of outreach and recruitment efforts taken to identify and recruit qualified individuals with disabilities as described in 41 CFR § 60-741.44(f).
- Documentation of all actions taken to comply with the audit and reporting system requirements described in 41 CFR § 60-741.44(h).
- Documentation of the computations or comparisons described in 41 CFR § 60-741.44(k) that covers the date of this Agreement through August 31, 2024.
- The utilization analysis evaluating the representation of individuals with disabilities in each construction trade, or, if appropriate, evaluating the representation of individuals with disabilities in the workforce as a whole, as provided in 41 CFR § 60-741.45.
- A copy of any reasonable accommodation policies for individuals with a disability, and documentation of all accommodation requests received and their resolution, if any, for the period covering the date of this Agreement through August 31, 2024.

Pursuant to Violation 3:

- Documentation that River City has invited applicants for employment to voluntarily self-identify as a protected veteran at both the pre-offer and post-offer stages of the company's hiring process.
- A blank copy of the form used during this period inviting applicants for employment to voluntarily self-identify as a protected veteran.

Pursuant to Violation 4:

- Documentation that River City invited applicants for employment, prior to an offer of employment, and after an offer of employment but before applicants begin their job duties, to voluntarily inform it whether the applicant identifies as an individual with a disability.
- Documentation that River City invited its employees to voluntarily self-identify as an individual with a disability.

Pursuant to Violation 5:

- Documentation that River City maintained complete and accurate applicant/hire logs.

- Documentation (preferably in MS Excel format) must include the 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).

Pursuant to Violations 6 and 7:

- Documentation that River City notified each labor organization with which it has a collective bargaining agreement of the company's EEO obligations.

Pursuant to Violation 8:

- Documentation that River City included the provisions of the equal opportunity clause for VEVRAA and Section 503 in each subcontract and/or purchase order.

Pursuant to Violation 9:

- Documentation that River City listed its employment openings with the appropriate state workforce agency job bank or local employment service delivery system (ESDS).

River City will submit the reports via email to Compliance Officer (b) (6), (b) (7)(C) at (b) (6), (b) (7)(C)@dol.gov. River City 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 River City provides in accordance with this Agreement are trade secrets, commercial, and/or financial in nature, and customarily kept private or closely held, and River City believes should remain confidential under Exemption 4 of the Freedom of Information Act (FOIA) in the event of a FOIA request, River City will provide such reports to OFCCP marked as "Confidential". In the event of a FOIA request, OFCCP will promptly notify River City of the FOIA request and provide River City an opportunity to object to disclosure. OFCCP will withhold disclosure of such reports to the maximum extent allowable by law.

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

V. SIGNATURES

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

This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and River City Construction LLC, 101 Hoffer Lane, East Peoria, Illinois 61611-9334.

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

Leanne Skuse
President
River City Construction LLC
101 Hoffer Lane
East Peoria, Illinois 61611-9334

DATE: 8/16/23

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

Karen Wallace
District Director
OFCCP, St. Louis Area Office

DATE: _____

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

Kendra Carmons
Assistant District Director
OFCCP St. Louis Area Office

DATE: 8.31.23

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

Compliance Officer
OFCCP, St. Louis Area Office
Midwest Region

DATE: _____