

Conciliation Agreement
Between the
U.S. Department of Labor Office of Federal Contract Compliance Programs
and
Emcon Services, Inc.

I. Preliminary Statement

The Office of Federal Contract Compliance Programs (OFCCP) evaluated Emcon Services, Inc.'s, construction projects located in the Atlanta Standard Metropolitan Statistical Area (SMA) which is comprised of the following counties and/or county equivalents: Butts, Cherokee, Clayton, Cobb, Dekalb, Douglas, Fayette, Forsyth, Fulton, Gwinnett, Henry, Newton, Paulding, Rockdale, and Walton, GA, beginning on September 19, 2022. OFCCP found that Emcon Service, Inc., failed to comply with Executive Order 11246, as amended (E.O. 11246 or the Executive Order) and its implementing regulations at 41 C.F.R. Chapter 60.

OFCCP notified Emcon Service, Inc., of the specific violations and the corrective actions required in a Notice of Violation (NOV) issued on July 28, 2023.

II. 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 Emcon Services, Inc., enter into this Conciliation Agreement (Agreement) and its attachments, and the parties agree to all the terms therein.

III. General Terms and Conditions

1. In exchange for Emcon Services, Inc.'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 violations alleged in the NOV. However, OFCCP retains the right to initiate legal proceedings to enforce this Agreement if Emcon Services, Inc. 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 Emcon Services, Inc., compliance with this Agreement. As part of this review, OFCCP may require written reports, inspect the premises, interview witnesses, and examine and copy documents. Emcon Services, Inc., 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 Emcon Services, Inc., of its obligation to fully comply with the requirements of Executive Order 11246 (E.O. 11246) its implementing regulations, or other applicable laws requiring nondiscrimination or equal employment opportunity through affirmative action.
4. Emcon Services, Inc., 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

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- 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 Emcon Services, Inc., submits its final progress report required in Section IV, below, unless OFCCP notifies Emcon Services, Inc., in writing before the expiration date that Emcon Services, Inc., 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 Emcon Services, Inc., has met all of its obligations under the Agreement.
 10. If Emcon Services, Inc., violates this Agreement:
 - a. The procedures at 41 C.F.R. 60-1.34 will govern:
 - i. OFCCP will send Emcon Services, Inc., a written notice stating the alleged violations and summarizing any supporting evidence.
 - ii. Emcon Services Inc., 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 Emcon Services Inc., 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 Emcon Services Inc., 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. Emcon Services Inc., may be subject to the sanctions set forth in 41 C.F.R. 60-1.27, and/or other appropriate relief for violating this Agreement.

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11. Emcon Services Inc., does not admit any violation of the Executive Order 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.

IV. Technical Violations and Remedies

In this section, list the technical violations and remedies, as follows.

1. **VIOLATION 1:** During the period September 21, 2021, through September 21, 2022, Emcon Services, Inc., 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 Emcon Services, Inc., or its union had employment opportunities available, and maintain a record of the organizations’ responses, as required by 41 CFR 60-4.3 (a)7. b.

REMEDY 1: Emcon Services, Inc. must establish and maintain a current list of minority and female recruitment sources, provide a written notification to minority and female recruitment sources and to community organizations when Emcon Services Inc. or its union has employment opportunities available, and maintain a record of the organizations’ responses, as required by 41 CFR 60-4.3(a)7. b.

2. **VIOLATION 2:** During the period September 21, 2021, through September 21, 2022, Emcon Services, Inc. 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 Emcon Services, Inc. recruitment area and employment needs, as required by 41 CFR 60-4.3(a) 7.i.

REMEDY 2: Emcon Services Inc. must 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 Emcon Services, Inc. must ensure that, not later than one month prior to the date for the acceptance of applications for apprenticeships or other training, it sends written notification to such organizations, 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.

V. OFCCP Monitoring Period

1. **Recordkeeping.** Emcon Services, Inc., 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. “Specifically, Emcon Services, Inc., must retain a current list of minority and female recruitment sources”. 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. Emcon Services, Inc. will retain the records until this Agreement expires or for the time period consistent with regulatory requirements, whichever is later.

2. **Emcon Service, Inc., Reports.**

Emcon Services, Inc., 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. Emcon Services Inc., will submit two (2) progress reports. The first progress report shall be due on March 31, 2024, covering the period of September 1, 2023, through February 28, 2024. The second progress report shall be due September 30, 2024, covering the period of March 1, 2024, through August 31, 2024.

Pursuant to Remedies #1 and #2 for both reports:

- 1) A list of Emcon Services Inc.’s minority and female recruitment sources and documentation that shows written notification was provided to those minority and female recruitment sources, schools, and community organizations. Also, documentation that shows where Emcon Services Inc., or their Union affiliate provided a list of employment opportunities, and responses received from the organizations, as required by 41 CFR 60-4.3(a)7.
- 2) Documentary evidence that shows that Emcon Services Inc., directed 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 Emcon Services Inc., recruitment area and employment needs as required by 41 CFR 60-4.3(a)7. i.

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- 3) Documentation that shows where Emcon services, Inc., sent written notification to organizations such as above, describing the openings, screening procedures, and tests to be used in the selection process not later than one month prior to the date for acceptance of applications for apprenticeship or other training by any recruitment source, as required by 41 CFR 60-4.3(a)7. i.
 - b. Emcon Services, Inc., will submit reports to Compliance Officer, (b) (6), (b) (7)(C) at (b) (6), (b) (7)(C)@dol.gov or Assistant District Director, Charles Robinson at (b) (6), (b) (7)(C)@dol.gov.
 - c. Emcon Services, Inc., 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 Emcon Services Inc., provides in accordance with this Agreement are trade secrets, commercial, and/or financial in nature, and customarily kept private or closely held, and Emcon Services Inc., believes should remain confidential under Exemption 4 of the Freedom of Information Act (FOIA) in the event of a FOIA request, Emcon Services Inc., will provide such reports to OFCCP marked as “Confidential”. In the event of a FOIA request, OFCCP will promptly notify Emcon Services, Inc., of the FOIA request and provide Emcon Services Inc., 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 Emcon Services, Inc., final progress report as set forth in Section II, Paragraph 9 above. If OFCCP fails to notify Emcon Services, Inc., in writing within sixty (60) days of the date of the final progress report that Emcon Services, Inc., 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 Emcon Services, Inc., within the allotted time that it has not fulfilled all of its obligations, this Agreement is automatically extended until the date that OFCCP determines Emcon Services, Inc., has met all of its obligations under the Agreement.

VI. SIGNATURES

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

This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and Emcon Services Inc., 250 Parkade CT, Peachtree City, GA.30269-3074.

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

Signature
Allen Wilkins
President
Emcon Service, Inc.
Peachtree City, GA 30269-3074

DATE: 9/11/2023

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

Signature
Sybil Shy-Demmons
District Director
Atlanta District Office
Southeast Region

DATE: 09/11/2023

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

Compliance Officer
Atlanta District Office
Southeast Region

DATE: 09/11/2023