

Conciliation Agreement
Between the
U.S. Department of Labor Office of Federal Contract Compliance Programs
and
James J. Anderson Construction Company, Inc.

I. Preliminary Statement

The Office of Federal Contract Compliance Programs (OFCCP) evaluated James J. Anderson Construction Company, Inc. (Contractor) federal, federally assisted, and non-federal construction projects located in the Philadelphia, PA – NJ Standard Metropolitan Statistical Area (SMSA) beginning on August 18, 2022. OFCCP found that James J. Anderson Construction Company, Inc. failed to comply with Executive Order 11246, as amended (E.O. 11246 or the Executive Order), and their respective implementing regulations at 41 CFR Chapter 60.

OFCCP notified James J. Anderson Construction Company, Inc. of the specific violations and the corrective actions required in a Notice of Violation (NOV) issued on August 28, 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 James J. Anderson Construction Company, Inc. 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 James J. Anderson Construction Company, 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 James J. Anderson Construction Company, 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 James J. Anderson Construction Company, Inc.'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. James J. Anderson Construction Company, 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 James J. Anderson Construction Company, Inc. of its obligation to fully comply with the requirements of E.O. 11246, its implementing regulations, or other applicable laws requiring nondiscrimination or equal employment opportunity through affirmative action.

4. James J. Anderson Construction Company, 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 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 James J. Anderson Construction Company, Inc. submits its final progress report required in Section IV, below, unless OFCCP notifies James J. Anderson Construction Company, Inc. in writing before the expiration date that James J. Anderson Construction Company, 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 James J. Anderson Construction Company, Inc. has met all of its obligations under the Agreement.
10. If James J. Anderson Construction Company, Inc. violates this Agreement:
 - a. The procedures at 41 C.F.R. 60-1.34 will govern:
 - i. OFCCP will send James J. Anderson Construction Company, Inc. a written notice stating the alleged violation(s) and summarizing any supporting evidence.
 - ii. James J. Anderson Construction Company, 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 James J. Anderson Construction Company, 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 James J. Anderson Construction Company, 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. James J. Anderson Construction Company, Inc. 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. James J. Anderson Construction Company, 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 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 August 20, 2021 through August 19, 2022, James J. Anderson Construction Company, Inc. 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 James J. Anderson Construction Company, Inc. workforce, as required by 41 CFR 60-4.3(a) 7.j.

REMEDY: James J. Anderson Construction Company, Inc. will 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 James J. Anderson Construction Company, Inc. workforce, as required by 41 CFR 60-4.3(a)7.j.

2. **VIOLATION:** During the period August 20, 2021 through August 19, 2022, James J. Anderson Construction Company, Inc. failed to disseminate its EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting James J. Anderson Construction Company, Inc. 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.

REMEDY: James J. Anderson Construction Company, Inc. will disseminate its EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in James J. Anderson Construction Company, Inc. 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.

3. **VIOLATION:** During the period August 20, 2021 through August 19, 2022, James J. Anderson Construction Company, Inc. 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: James J. Anderson Construction Company, Inc. 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.

4. **VIOLATION:** During the period August 20, 2021 through August 19, 2022, James J. Anderson Construction Company, 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 James J. Anderson

Construction Company, 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: James J. Anderson Construction Company, Inc. 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 James J. Anderson Construction Company, 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.

5. **VIOLATION:** During the period August 20, 2021 through August 19, 2022, James J. Anderson Construction Company, Inc. failed to 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, as required by 41 CFR 60-4.3(a)7.c.

REMEDY: James J. Anderson Construction Company, Inc. 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 James J. Anderson Construction Company, Inc. by the union or, if referred, not employed by James J. Anderson Construction Company, Inc., this shall be documented in the file with the reason therefor, along with whatever additional actions James J. Anderson Construction Company, Inc. may have taken, as required by 41 CFR 60-4.3(a)7.c.

6. **VIOLATION:** During the period August 20, 2021 through August 19, 2022, James J. Anderson Construction Company, Inc. failed to keep and preserve complete and accurate personnel and employment records, in violation of 41 CFR 60-1.12(a) and (e); maintain its current AAP and documentation of its good faith effort, as required by 41 CFR 60-1.12(b); preserve its AAP and documentation of good faith effort for the immediately preceding AAP year, as required by 41 CFR 60-1.12(b); maintain and/or have available records showing the gender, race, and ethnicity of each employee; and where possible, the gender, race, and ethnicity of each applicant or Internet Applicant as required by 41 CFR 60-1.12(c). Specifically, James J. Anderson Construction Company, Inc failed to keep applicant, testing, interview, hiring or other general personnel or employment records.

REMEDY: James J. Anderson Construction Company, Inc. will keep and preserve complete and accurate personnel and employment records, in accordance with 41 CFR 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 James J. Anderson Construction Company, Inc. 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 CFR 60-1.12(a); maintain its current AAP and documentation of its good faith efforts, as required by 41 CFR 60-1.12(b); preserve its AAP and documentation of good faith effort for the immediately preceding AAP year, as required by 41 CFR 60-1.12(b); maintain and/or have available records showing the gender, race, and ethnicity of each employee; and where possible, the gender, race, and ethnicity of each applicant or Internet Applicant as defined in 41 CFR 60-1.3, as required by 41 CFR 60-1.12(c).

7. **VIOLATION:** During the period August 20, 2021 through August 19, 2022, James J. Anderson Construction Company, 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 James J. Anderson Construction Company, Inc. recruitment area and employment needs, as required by 41 CFR 60-4.3(a) 7.i.

REMEDY: James J. Anderson Construction Company, Inc. 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 James J. Anderson Construction Company, Inc. recruitment area and employment needs. Furthermore, James J. Anderson Construction Company, Inc. will 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. Examples of minority and female recruitment sources include, but are not limited to:

- **Philadelphia Technician Training Institute**
Address: 1901 West Girard Avenue, Philadelphia, PA 19130
Website: <https://ptt.edu/>
Contact: (b) (6), (b) (7)(C)
Email: (b) (6), (b) (7)(C)@ptt.edu
Phone number: (b) (6), (b) (7)(C)
- **Philadelphia Works**
Address: 1617 JFK Boulevard Suite 1300, Philadelphia, PA 19103
Website: <http://www.philaworks.org/>
Contact: (b) (6), (b) (7)(C)
Email: (b) (6), (b) (7)(C)@philaworks.org
Phone number: (b) (6), (b) (7)(C)

8. **VIOLATION:** During the period August 20, 2021 through August 19, 2022, James J. Anderson Construction Company, Inc. failed to provide 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, as required by 41 CFR 60-4.2(d)3.

REMEDY: James J. Anderson Construction Company, Inc. will provide written notification to OFCCP within 10 working days of award of any construction subcontract in excess of \$10,000 that is made under a covered federal or federally assisted construction contract, as required by 41 CFR 60-4.2(d)3. James J. Anderson Construction Company, Inc. 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.** James J. Anderson Construction Company, Inc. agrees to retain all records relevant to the technical 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. James J. Anderson Construction Company, Inc. will retain the records until this Agreement expires or for the time period consistent with regulatory requirements, whichever is later.
2. **Contractor Reports.**

James J. Anderson Construction Company, Inc. agrees to furnish OFCCP with the following reports during the Monitoring Period according to the following schedule:

 - a. Progress Report 1: Due on September 16, 2024, covering the period of September 01, 2023, through August 31, 2024.
 - b. Progress Report 2: Due on September 15, 2025, covering the period of September 01, 2024, through August 31, 2025.

Documentation of the following will be provided with each progress report:

 - i. Electronic diaries, telephone logs, letters or memos showing that James J. Anderson Construction Company, Inc. encourages 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 James J. Anderson Construction Company, Inc. workforce.
 - ii. Job advertisement, letters and emails showing James J. Anderson Construction Company, Inc. disseminated its EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor 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.

- iii. Documentation to confirm that James J. Anderson Construction Company, Inc.'s EEO policy and affirmative action obligations under the Standard Federal Equal Employment Construction Specifications were reviewed 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. Documentation will include, but is not limited to, a written record identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- iv. A current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when James J. Anderson Construction Company, Inc. or its union has employment opportunities available, and maintain a record of the organizations' responses and follow ups during the reporting period.
- v. 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 James J. Anderson Construction Company, Inc. by the union or, if referred, not employed by James J. Anderson Construction Company, Inc., this shall be documented in the file with the reason therefor, along with whatever additional actions James J. Anderson Construction Company, Inc. may have taken during the reporting period.
- vi. A list showing the gender, race, and ethnicity of each employee; and where possible, the gender, race, and ethnicity of each applicant or Internet Applicant during the reporting period.
- vii. Correspondence and letters showing 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 James J. Anderson Construction Company, Inc.'s recruitment area and employment needs. Not later than one month prior to the date for acceptance of applications for apprenticeship or other training by any recruitment source, James J. Anderson Construction Company, Inc. shall send written notification to organizations describing the openings, screening procedures, and tests to be used in the selection process.
- viii. Documentation of all referrals, applications, and hires made from minority, female and community organizations, to schools with minority and female students, and to minority and female recruitment and training organizations serving James J. Anderson Construction Company, Inc.'s recruitment area and employment needs.

- ix. Documentation that James J. Anderson Construction Company, Inc. 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.

James J. Anderson Construction Company, Inc. will submit reports to:

Edward J. Rogers, District Director
Robert N.C. Nix, Sr. Federal Bldg.
900 Market Street, Suite 311
Philadelphia, PA 19107

(b) (6), (b) (7)(C)@dol.gov

James J. Anderson Construction Company, 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 James J. Anderson Construction Company, Inc. provides in accordance with this Agreement are trade secrets, commercial, and/or financial in nature, and customarily kept private or closely-held, and James J. Anderson Construction Company, Inc. believes should remain confidential under Exemption 4 of the Freedom of Information Act (FOIA) in the event of a FOIA request, James J. Anderson Construction Company, Inc. will provide such reports to OFCCP marked as "Confidential". In the event of a FOIA request, OFCCP will promptly notify James J. Anderson Construction Company, Inc. of the FOIA request and provide James J. Anderson Construction Company, 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 James J. Anderson Construction Company, Inc.'s final progress report as set forth in Section II, Paragraph 9 above. If OFCCP fails to notify James J. Anderson Construction Company, Inc. in writing within sixty (60) days of the date of the final progress report that James J. Anderson Construction Company, 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 James J. Anderson Construction Company, 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 James J. Anderson Construction Company, Inc. has met all of its obligations under the Agreement or OFCCP determines that James J. Anderson Construction Company, Inc. 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 James J. Anderson Construction Company, Inc. personally warrants that they are fully authorized to do so, that James J. Anderson Construction Company, Inc. has entered into this Agreement voluntarily and with full knowledge of its effect, and that execution of this Agreement is fully binding on James J. Anderson Construction Company, Inc.

This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and James J. Anderson Construction Company, Inc. 6958 Torresdale Avenue, Suite 200, Philadelphia, PA 19135.

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

James J. Anderson
President
James J. Anderson Construction Company, Inc.
Philadelphia, PA 19145

DATE: 9/14/23

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

Edward J. Rogers
District Director
Philadelphia

DATE: September 14, 2023

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

Tracey Reid
Assistant District Director
Philadelphia
Mid-Atlantic

DATE: 9/14/2023

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

Compliance Officer
Philadelphia
Mid-Atlantic

DATE: _____