

Conciliation Agreement
Between the
U.S. Department of Labor Office of Federal Contract Compliance Programs
And
Daniels Building Co., Inc.

I. Preliminary Statement

The Office of Federal Contract Compliance Programs (OFCCP) evaluated the Daniels Building Co., Inc. construction projects located in the Battle Creek, Michigan Standard Metropolitan Statistical Area (SMSA), beginning on March 15, 2022. OFCCP found that Daniels Building Co., Inc. failed to comply with Executive Order 11246, as amended (E.O. 11246 or the Executive Order) and their respective implementing regulations at Title 41 of the Code of Federal Regulations (C.F.R.) Chapter 60.

OFCCP notified Daniels Building Co., Inc. of the specific violations and corrective actions required in a Notice of Violation (NOV) issued on September 12, 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 Daniels Building Co., 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 Daniels Building Co., Inc.'s fulfillment of all its obligations in this Agreement, OFCCP will not institute administrative or judicial enforcement proceedings under E.O. 11246, Section 503 of the Rehabilitation Act of 1973, as amended (Section 503), and/or the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended (VEVRAA), based on the violations alleged in the NOV. However, OFCCP retains the right to initiate legal proceedings to enforce this Agreement if Daniels Building Co., 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 Daniels Building Co., 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. Daniels Building Co., 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 Daniels Building Co., Inc. 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. Daniels Building Co., 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 Daniels Building Co., Inc. submits its final progress report required in Section IV, below, unless OFCCP notifies Daniels Building Co., Inc. in writing before the expiration date that Daniels Building Co., Inc. has failed to fulfill all its obligations under the Agreement. In this instance, the Agreement is automatically extended until the date that OFCCP determines that Daniels Building Co., Inc. has met all of its obligations under the Agreement.
10. If Daniels Building Co., Inc. violates this Agreement:
 - a. The procedures at 41 C.F.R. 60-1.34 will govern:
 - i. OFCCP will send Daniels Building Co., Inc. a written notice stating the alleged violations and summarizing any supporting evidence.
 - ii. Daniels Building Co., 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 Daniels Building Co., 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 Daniels Building Co., 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 agreed to in the Agreement.

- b. Daniels Building Co., 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. Daniels Building Co., Inc. 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 of January 1, 2021 through February 28, 2022, Daniels Building Co., Inc. failed to provide written notice within 10 working days to OFCCP of the 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: Daniels Building Co., Inc. will provide written notice within 10 working days to OFCCP of the 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. Contractor will provide notification via the Notification of Construction Contract Award Portal (NCAP) at <https://www.dol.gov/agencies/ofccp/ncap>.

2. **VIOLATION:** During the period of January 1, 2021 through February 28, 2022, Daniels Building Co., Inc. failed to physically include the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" and the "Notice of Requirement for

Affirmative Action to Ensure Equal Employment Opportunity" containing the applicable goals for minority and female participation in its construction subcontracts in excess of \$10,000, as required by 41 CFR 60-4.3(a)(2).

REMEDY: Daniels Building Co., Inc. will physically include the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" and the "Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity" containing the applicable goals for minority and female participation in its construction subcontracts in excess of \$10,000, as required by 41 CFR 60-4.3(a)(2).

3. **VIOLATION:** During the period of January 1, 2021 through February 28, 2022, Daniels Building Co., Inc. failed to maintain a work environment free of harassment, intimidation, and coercion at all sites and in all facilities at which its employees were assigned, in violation of 41 CFR 60-4.3(a)7.a. Specifically, Daniels Building Co., Inc. failed to ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of the contractor's obligation to maintain such an environment.

REMEDY: Daniels Building Co., Inc. will maintain a work environment free of harassment, intimidation, and coercion at all sites and in all facilities at which its employees are assigned. Specifically, Daniels Building Co., Inc. will provide annual harassment training to all employees.

4. **VIOLATION:** During the period of January 1, 2021 through February 28, 2022, Daniels Building Co., 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 Daniels Building Co., Inc. had employment opportunities available, and maintain a record of the organizations' responses, as required by 41 CFR 60-4.3(a)7.b.

REMEDY: Daniels Building Co., 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 Daniels Building Co., Inc. 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 of January 1, 2021 through February 28, 2022, Daniels Building Co., Inc. failed to develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to Daniels Building Co., Inc.'s employment needs, especially those programs funded or approved by the Department of Labor; and provide notice of these programs to the sources compiled under 41 CFR 60-4.3(a)7.b., as required by 41 CFR 60-4.3(a)7.e.

REMEDY: Daniels Building Co., Inc. will develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to Daniels Building Co., Inc.'s employment needs, especially those programs funded or approved by the Department of Labor. Daniels Building Co., Inc. shall provide notice of these programs to the sources compiled under 41 CFR 60-4.3(a)7.b., as required by 41 CFR 60-4.3(a)7.e.

6. **VIOLATION:** During the period January 1, 2021 through February 28, 2022, Daniels Building Co., 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: Daniels Building Co., 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.

7. **VIOLATION:** During the period January 1, 2021 through February 28, 2022, Daniels Building Co., Inc. 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 Daniels Building Co., Inc.'s EEO policy with other Contractors and Subcontractors with whom Daniels Building Co., Inc. does or anticipates doing business, as required by 41 CFR 60-4.3(a)7.h.

REMEDY: Daniels Building Co., Inc. 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 Daniels Building Co., Inc.'s EEO policy with other Contractors and Subcontractors with whom Daniels Building Co., Inc. does or anticipates doing business, as required by 41 CFR 60-4.3(a)7.h.

8. **VIOLATION:** During the period of January 1, 2021 through February 28, 2022, Daniels Building Co., 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 Daniels Building Co., Inc.'s recruitment area and employment needs, as required by 41 CFR 60-4.3(a)7.i.

REMEDY: Daniels Building Co., 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 Daniels Building Co., Inc.'s recruitment area and employment needs. Furthermore, Daniels Building Co., 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.

9. **VIOLATION:** During the period January 1, 2021 through February 28, 2022, Daniels Building Co., 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 Daniels Building Co., Inc.'s workforce, as required by 41 CFR 60-4.3(a)7.j.

REMEDY: Daniels Building Co., 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 Daniels Building Co. Inc.'s workforce, as required by 41 CFR 60-4.3(a)7.j.

10. **VIOLATION:** During the period of January 1, 2021 through February 28, 2022, Daniels Building Co., Inc. failed to, conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities, as required by 41 CFR 60-4.3(a)7.l.

REMEDY: Daniels Building Co., Inc. will conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities, as required by 41 CFR 60-4.3(a)7.l.

11. **VIOLATION:** During the period January 1, 2021 through February 28, 2022, Daniels Building Co., Inc. failed to ensure that seniority practices, job classifications, work assignments and other personnel practices, did not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and Daniels Building Co., Inc.'s obligations under the "specifications" were being carried out, in violation of 60-4.3(a)7.m. Daniels Building Co., Inc. did not submit any evidence that they ensured seniority practices, job classifications, work assignments and other personnel practices, did not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy was being carried out.

REMEDY: Daniels Building Co., Inc. will ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and Daniels Building Co., Inc.'s obligations under the "specifications" are being carried out. Specifically, Daniels Building Co., Inc. will provide evidence that seniority practices, job classifications, work assignments and other personnel practices, did not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy is being carried out.

- 12. VIOLATION:** During the period of January 1, 2021 through February 28, 2022, Daniels Building Co., Inc. 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: Daniels Building Co., Inc. 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.

- 13. VIOLATION:** During the period of January 1, 2021 through February 28, 2022, Daniels Building Co., Inc. failed to conduct a review, at least annually, of all supervisors' adherence to and performance under its EEO policies and affirmative action obligations, as required by 41 CFR 60-4.3(a)7.p.

REMEDY: Daniels Building Co., Inc. will conduct a review, at least annually, of all supervisors' adherence to and performance under its EEO policies and affirmative action obligations, as required by 41 CFR 60-4.3(a)7.p.

IV. OFCCP Monitoring Period

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

2. **Contractor Reports**

Daniels Building Co., Inc. agrees to furnish OFCCP with the following report during the Monitoring Period. The report will contain the documentation specified according to the date scheduled:

Due on October 15, 2024, covering the period of the Effective Date through September 30, 2024.

- a. Evidence that Daniels Building Co., Inc. provided notice within 10 working days to OFCCP of the award of any construction subcontract in excess of \$10,000 that was made under a covered federal or federally assisted construction contract via the Notification of Construction Contract Award Portal (NCAP).
- b. Documentation showing Daniels Building Co., Inc. physically included the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" and the "Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity" containing the applicable goals for minority and female participation in its construction subcontracts in excess of \$10,000.
- c. Documentation that Daniels Building Co., Inc. provided annual harassment training to all employees.
- d. Documentation showing Daniels Building Co., Inc. established and maintained a current list of minority and female recruitment sources, provided written notification to minority and female recruitment sources and to community organizations when Daniels Building Co., Inc. had employment opportunities available, and maintained a record of the organizations' responses.
- e. Evidence that Daniels Building Co., Inc. developed on-the-job training opportunities and/or participated in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to Daniels Building Co., Inc.'s employment needs, especially those programs funded or approved by the Department of Labor.
- f. Evidence that Daniels Building Co., Inc. reviewed, 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. Such evidence shall include a written record identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- g. Evidence that Daniels Building Co., Inc. disseminated 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 Daniels Building Co., Inc.'s EEO policy with other Contractors and Subcontractors with whom Daniels Building Co., Inc. does or anticipates doing business.
- h. Evidence that Daniels Building Co., 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 Daniels Building Co., Inc.'s recruitment area and employment needs. Furthermore, Daniels Building Co., Inc. must provide documentation showing that, not later than one month prior to the date for the acceptance of applications for

apprenticeships or other training, it sent written notification to such organizations, describing the openings, screening procedures, and tests to be used in the selection process.

- i. Documentation showing Daniels Building Co., Inc. encouraged 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 Daniels Building Co., Inc.'s workforce.
- j. Documentation showing Daniels Building Co., Inc. conducted, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encouraged these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
- k. Evidence that Daniels Building Co., Inc. ensured that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and Daniels Building Co., Inc.'s obligations under the "specifications" are being carried out.
- l. Documentation showing Daniels Building Co., Inc. maintained 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.
- m. Documentation showing Daniels Building Co., Inc. conducted a review, at least annually, of all supervisors' adherence to and performance under its EEO policies and affirmative action obligations.

Daniels Building Co., Inc. will submit reports to Compliance Officer, (b) (6), (b) (7)(C) electronically at (b) (6), (b) (7)(C)@dol.gov. Daniels Building Co., 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 Daniels Building Co., Inc. provides in accordance with this Agreement are trade secrets, commercial, and/or financial in nature, and customarily kept private or closely held, and Daniels Building Co., Inc. believes should remain confidential under Exemption 4 of the Freedom of Information Act (FOIA) in the event of a FOIA request, Daniels Building Co., Inc. will provide such reports to OFCCP marked as "Confidential". In the event of a FOIA request, OFCCP will promptly notify Daniels Building Co., Inc. of the FOIA request and provide Daniels Building Co., 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 Daniels Building Co., Inc.'s final progress report as set forth in Section II, Paragraph 9 above. If OFCCP fails to notify Daniels Building Co., Inc. in writing within sixty (60) days of the date of the final progress report that Daniels Building Co., 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 Daniels Building Co., 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 Daniels Building Co., Inc. has met all of its obligations under the Agreement.

SIGNATURES

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

This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and Daniels Building Co., Inc. 33900, W. Eight Mile Road, Suite 161, Farmington Hills, Michigan 48335-5204.

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

Michael Daniels
President
Daniels Building Co. Inc.
Farmington Hills, MI 48335-5204

DATE: 9/21/23

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

Phyllis E Lipkin
District Director
Detroit

DATE: _____