

Conciliation Agreement
Between the
U.S. Department of Labor Office of Federal Contract Compliance Programs
And
RC Construction Company Inc.

I. Preliminary Statement

The Office of Federal Contract Compliance Programs (OFCCP) evaluated RC Construction Company Inc. (RC Construction) located at 310 West Park Avenue, Greenwood, Mississippi, beginning on January 10, 2023. 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 41 CFR Chapter 60: Executive Order 11246, as amended; Section 503 of the Rehabilitation Act of 1973 (Section 503), as amended; and the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (VEVRAA), as amended.

OFCCP notified RC Construction of the specific violations and the corrective actions required in a Notice of Violation (NOV) issued on September 15, 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 RC Construction 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 RC Construction'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 RC Construction 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 RC Construction'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. RC Construction 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 RC Construction 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. RC Construction 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 Christopher Williams (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 RC Construction submits its final progress report required in Section IV, below, unless OFCCP notifies RC Construction in writing before the expiration date that RC Construction 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 RC Construction has met all of its obligations under the Agreement.
10. If RC Construction violates this Agreement:
 - a. The procedures at 41 C.F.R. 60-1.34, 41 C.F.R. 60-300.63, and 41 C.F.R. 60-741.63 will govern:
 - i. OFCCP will send RC Construction a written notice stating the alleged violation(s) and summarizing any supporting evidence.
 - ii. RC Construction will 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 RC Construction 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 RC Construction, 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. RC Construction may be subject to the sanctions set forth in , and/or other appropriate relief for violating this Agreement.
- 11. RC Construction 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, 2022 through December 31, 2022, RC Construction 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: RC Construction 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. The notification shall list the name, address and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

2. **Violation:** During the period of January 1, 2022 through December 31, 2022, RC Construction 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 RC Construction had employment opportunities available, and maintain a record of the organizations' responses, as required by 41 CFR 60-4.3(a)7.b.

Remedy: RC Construction will as appropriate: 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 RC Construction has employment opportunities available, and maintain a record of the organizations' responses, as required by 41 CFR 60-4.3(a)7.b.

3. **Violation:** During the period of January 1, 2022 through December 31, 2022, RC Construction 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 RC Construction'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: RC Construction 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 the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. RC Construction will 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.

4. **Violation:** During the period of January 1, 2022 through December 31, 2022, RC Construction failed to disseminate its EEO policy by providing notice of the policy to training programs and requesting their cooperation in assisting RC Construction in meeting its EEO obligations, as required by 41 CFR 60-4.3(a)7.f.

Remedy: RC Construction will disseminate its EEO policy by providing notice of the policy to training programs and requesting their cooperation in assisting RC Construction in meeting its EEO obligations, as required by 41 CFR 60-4.3(a)7.f.

5. **Violation:** During the period of January 1, 2022 through December 31, 2022, RC Construction 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 RC Construction's recruitment area and employment needs, as required by 41 CFR 60-4.3(a) 7.i.

Remedy: RC Construction 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 RC Construction's recruitment area and employment needs. Furthermore, RC Construction 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.

6. **Violation:** During the period of January 1, 2022 through December 31, 2022, RC Construction failed to undertake appropriate outreach and positive recruitment activities that were reasonably designed to effectively recruit qualified protected veterans, document these activities, assess their effectiveness, and document its review, in violation of 41 CFR 60-300.44(f).

Remedy: RC Construction will undertake appropriate external outreach and positive recruitment activities that are reasonably designed to effectively recruit qualified protected veterans, such as those described at 41 CFR 60-300.44(f)(2). RC Construction will annually review its outreach and recruitment activities, assess their effectiveness, and document this review, in accordance with 41 CFR 60-300.44(f)(3). RC Construction will document all activities it undertakes to comply with this section, in accordance with 41 CFR 60-300.44(f)(4).

7. **Violation:** During the period of January 1, 2022 through December 31, 2022, RC Construction failed to train its personnel to ensure that EEO and affirmative action program commitments were implemented, as required by 41 CFR 60-300.44(j).

Remedy: RC Construction will train its personnel to ensure that EEO and affirmative action program commitments are implemented, as required by 41 CFR 60-300.44(j).

8. **Violation:** During the period of January 1, 2022 through December 31, 2022, RC Construction failed to undertake appropriate outreach and positive recruitment activities that were reasonably designed to effectively recruit qualified individuals with

disabilities, document these activities, assess their effectiveness, and document its review, in violation of 41 CFR 60-741.44(f). Specifically, RC Construction did not assess the effectiveness of outreach and positive recruitment activities that were reasonably designed to effectively recruit qualified individuals with disabilities. RC Construction also did not assess the totality of its outreach and positive recruitment activities that were reasonably designed to effectively recruit qualified individuals with disabilities.

Remedy: RC Construction will undertake appropriate outreach and positive recruitment activities that are reasonably designed to effectively recruit qualified individuals with disabilities, document these activities, assess their effectiveness, and document its review, as required by 41 CFR 60-741.44(f).

9. **Violation:** During the period of January 1, 2022 through December 31, 2022, RC Construction failed to train its personnel to ensure that EEO and affirmative action program commitments were implemented, as required by 41 CFR 60-741.44(j).

Remedy: RC Construction will train its personnel to ensure that EEO and affirmative action program commitments are implemented, as required by 41 CFR 60-741.44(j).

IV. OFCCP Monitoring Period

1. **Recordkeeping.** RC Construction agrees to retain all records relevant to the violation(s) cited in Section III above and the reports submitted in compliance with Paragraph 2, below. These records include underlying data and information such as Human Resources Information System (HRIS) and payroll data, job applications and personnel records, and any other records or data used to generate the required reports. RC Construction will retain the records until this Agreement expires or for the time period consistent with regulatory requirements, whichever is later.

2. **Contractor Reports.**

RC Construction agrees to furnish OFCCP with the following reports during the Monitoring Period. Each report will contain the documentation specified according to the dates scheduled:

- a. Progress Report 1: Due on May 15, 2024 covering the period of November 1, 2023 through April 30, 2024.
 - If applicable, documentation of 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.

- Copy of RC Construction’s current list of minority and female recruitment sources.
- If applicable, listing of all employment opportunities for the period of November 1, 2023 through April 30, 2024.
- Documentation of written notification to minority and female recruitment sources and to community organizations when RC Construction has employment opportunities available and documentation of the organization’s responses.
- Documentation showing that RC Construction 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 the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. Documentation that RC Construction provided 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.
- Documentation of written notification to training programs and requesting their cooperation in assisting RC Construction in meeting its EEO obligations, as required by 41 CFR 60-4.3(a)7.f. and documentation of the training programs’ responses and follow up contact.
- Documentation of RC Construction’s 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 RC Construction’s recruitment area and employment needs as required by 41 CFR 60-4.3(a)7.i.
- Documentation of appropriate outreach and positive recruitment activities that were reasonably designed to effectively recruit qualified protected veterans, document these activities, assess their effectiveness, and document its review as required by 41 CFR 60-300.44(f).
- Documentation of RC Construction’s training of its personnel to ensure that EEO and affirmative action program commitments are implemented, as required by 41 CFR 60-300.44(j).
- Documentation of appropriate outreach and positive recruitment activities that are reasonably designed to effectively recruit qualified individuals with disabilities, including an assessment of their effectiveness, and documentation of its review, as required by 41 CFR 60-741.44(f).
- Documentation of RC Construction’s training of its personnel to ensure that EEO and affirmative action program commitments are implemented, as required by 41 CFR 60-741.44(j).

b. Progress Report 2: Due on November 15, 2024 covering the period of May 1, 2024 through October 31, 2024.

- If applicable, documentation of 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.
- If applicable, listing of all employment opportunities for the period of May 1, 2024 through October 31, 2024.
- Documentation of written notification to minority and female recruitment sources and to community organizations when RC Construction has employment opportunities available and documentation of the organization's responses.
- Documentation showing that RC Construction 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 the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. Documentation that RC Construction provided 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.
- Documentation of RC Construction's 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 RC Construction's recruitment area and employment needs as required by 41 CFR 60-4.3(a)7.i.
- Documentation of appropriate outreach and positive recruitment activities that were reasonably designed to effectively recruit qualified protected veterans, document these activities, assess their effectiveness, and document its review as required by 41 CFR 60-300.44(f).
- Documentation of appropriate outreach and positive recruitment activities that are reasonably designed to effectively recruit qualified individuals with disabilities, including an assessment of their effectiveness, and documentation of its review, as required by 41 CFR 60-741.44(f).

RC Construction will submit reports to Compliance Officer (b) (6), (b) (7)(C), (b) (6), (b) (7)(C)@dol.gov, and Assistant District Director Guy R. Auguste (b) (6), (b) (7)(C)@dol.gov). RC Construction 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 RC Construction provides in accordance with this Agreement are trade secrets, commercial, and/or financial in nature, and customarily kept private or closely-held, and RC Construction believes should remain confidential under Exemption 4 of the Freedom of Information Act (FOIA) in the event of a FOIA request, RC Construction will provide such reports to OFCCP marked as "Confidential". In the event of a FOIA request, OFCCP will promptly notify RC Construction of the FOIA request and provide RC Construction 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 RC Construction's final progress report as set forth in Section II, Paragraph 9 above. If OFCCP fails to notify RC Construction in writing within sixty (60) days of the date of the final progress report that RC Construction 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 RC Construction within the allotted time that it has not fulfilled all of its obligations, this Agreement is automatically extended until the date that OFCCP determines RC Construction has met all of its obligations under the Agreement.

V. SIGNATURES

The person signing this Agreement on behalf of RC Construction Company Inc. personally warrants that he or she is fully authorized to do so, that RC 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 RC Construction Company Inc.

This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and RC Construction Company Inc. at 310 West Park Avenue, Greenwood, Mississippi.

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

Director of Human Resources
RC Construction Company, Inc.
Greenwood, Mississippi

DATE: 10/17/2023

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

District Director
OFCCP-Birmingham District

DATE: 10/23/23

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

for Guy Auguste
Assistant District Director
OFCCP-Birmingham District

DATE: 10/23/23

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

for Compliance Officer
OFCCP-Birmingham District

DATE: 10/23/23