

Conciliation Agreement  
Between the  
U.S. Department of Labor Office of Federal Contract Compliance Programs  
And  
Veterans Contracting Inc.

OFCCP Case Nos. C00306711 and C00306749

## **I. Preliminary Statement**

The Office of Federal Contract Compliance Programs (OFCCP) evaluated the Veterans Contracting Inc. (Veterans) construction projects located in the Cincinnati, OH – KY – IN and Cleveland, OH, Standard Metropolitan Statistical Areas (SMSAs), beginning on March 30, 2022 and October 26, 2022. OFCCP found that Veterans failed to comply with Executive Order 11246, as amended (E.O. 11246 or the Executive Order); Section 503 of the Rehabilitation Act of 1973 (Section 503), as amended; or the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (VEVRAA), as amended, and their respective implementing regulations at Title 41 of the Code of Federal Regulations (C.F.R.) Chapter 60.

OFCCP notified Veterans of the specific violations and corrective actions required in a Notice of Violation (NOV) issued on October 23, 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 Veterans 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 Veterans' 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 Veterans 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 Veterans' compliance with this Agreement. As part of this review, OFCCP may require written reports, inspect the premises, interview witnesses, and examine and copy documents. Veterans 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 Veterans 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. Veterans 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 Veterans submits its final progress report required in Section IV, below, unless OFCCP notifies Veterans in writing before the expiration date that Veterans 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 Veterans has met all of its obligations under the Agreement.
10. If Veterans 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 Veterans a written notice stating the alleged violations and summarizing any supporting evidence.
    - ii. Veterans 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 Veterans 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 Veterans, 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. Veterans 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. 60-300.66, or 41 C.F.R. 60-741.66, and/or other appropriate relief for violating this Agreement.
- 11. Veterans 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 March 1, 2021 through February 28, 2022, Veterans failed to state in all solicitations or advertisements for employees placed by or on behalf of the contractor, that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin, as required by 41 CFR 60-1.4(a)(2).

**REMEDY:** Veterans will state in all solicitations or advertisements for employees placed by or on behalf of the contractor, that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin, as required by 41 CFR 60-1.4(a)(2).

- 2. VIOLATION:** During the period of March 1, 2021 through February 28, 2022, Veterans 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:** Veterans 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. Veterans will provide notification via the Notification of Construction Contract Award Portal (NCAP) at <https://www.dol.gov/agencies/ofccp/ncap>.

- 3. VIOLATION:** During the period of March 1, 2021 through February 28, 2022, Veterans 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 in violation of 60-4.3(a)2.

**REMEDY:** Veterans 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.

- 4. VIOLATION:** During the period of March 1, 2021 through February 28, 2022, Veterans 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 Veterans or its unions had employment opportunities available, and maintain a record of the organizations' responses, as required by 41 CFR 60-4.3(a)7.b.

**REMEDY:** Veterans 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 Veterans or its unions 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 March 1, 2021 through February 28, 2022, Veterans 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:** Veterans 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 Veterans by the union or, if referred, not employed by Veterans, this shall be documented in the file with the reason therefor, along with whatever additional actions Veterans may have taken, as required by 41 CFR 60-4.3(a)7.c.

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

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

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

**REMEDY:** Veterans 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 Veterans' recruitment area and employment needs. Furthermore, Veterans 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.

9. **VIOLATION:** During the period of March 1, 2021 through February 28, 2022, Veterans 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 Veterans' workforce, as required by 41 CFR 60-4.3(a)7.j.

**REMEDY:** Veterans 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 Veterans' workforce, as required by 41 CFR 60-4.3(a)7.j.

10. **VIOLATION:** During the period of March 1, 2021 through February 28, 2022, Veterans 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:** Veterans will conduct, at least annually, an inventory and evaluation 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 in the manner prescribed by 41 CFR 60-4.3(a)7.l.

11. **VIOLATION:** During the period of March 1, 2021 through February 28, 2022, Veterans 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 Veterans' obligations under the "specifications" were being carried out, in violation of 41 CFR 60-4.3(a)7.m.

**REMEDY:** Veterans 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 Veterans' obligations under the "specifications" are being carried out.

12. **VIOLATION:** During the period of March 1, 2021 through February 28, 2022, Veterans 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:** Veterans will document and maintain a record of all solicitations of offers for subcontractors 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 March 1, 2021 through February 28, 2022, Veterans 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:** Veterans 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.

**14. VIOLATION:** During the period of March 1, 2021 through February 28, 2022, Veterans failed to include the equal opportunity clause for VEVRAA in its subcontracts and/or purchase orders, either directly or by reference, in the prescribed manner, in violation of 41 CFR 60-300.5(a)-(d).

**REMEDY:** Veterans will include or reference the provisions of the equal opportunity clause in its subcontracts and purchase orders, as required by 41 CFR 60-300.5(a)-(d). If Veterans incorporates the equal opportunity clause in its subcontracts and purchase orders by reference, rather than by restating the clause verbatim, it will incorporate the clause in the manner prescribed by 41 CFR 60-300.5(d).

**15. VIOLATION:** During the period of March 1, 2021 through February 28, 2022, Veterans 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 CFR 60-300.5(a)2-6.

**REMEDY:** Veterans 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 Veterans, as required by 41 CFR 60-300.5(a)2-6. With its initial listing, and as subsequently needed to update the information, Veterans 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 CFR 60-300.5(a)4. Should any of the information in the disclosures change since it was last reported to the ESDS, Veterans shall provide updated information simultaneously with its next job listing.

**16. VIOLATION:** During the period of March 1, 2021 through February 28, 2022, Veterans failed to include (or ensure the inclusion of), in all solicitations and advertisements for employees, a statement that all qualified applicants will be considered for employment and will not be discriminated against based on their protected veteran status, in violation of 41 CFR 60–300.5(a)(12).

**REMEDY:** Veterans will include (or ensure the inclusion of), in all solicitations and advertisements for employees, a statement that all qualified applicants will be considered for employment and will not be discriminated against on the basis of their protected veteran status, in accordance with 41 CFR 60–300.5(a)12.

**17. VIOLATION:** During the period of March 1, 2021 through February 28, 2022, Veterans failed to include the equal opportunity clause for Section 503 in its subcontracts and/or purchase orders, either directly or by reference, in the prescribed manner, in violation of 41 CFR 60–741.5(a)–(d).

**REMEDY:** Veterans will include or reference the provisions of the equal opportunity clause in its subcontracts and purchase orders, as required by 41 CFR 60–741.5(a)–(d). If Veterans incorporates the equal opportunity clause in its subcontracts and purchase orders by reference, rather than by restating the clause verbatim, it will incorporate the clause in the manner prescribed by 41 CFR 60–741.5(d).

**18. VIOLATION:** During the period of March 1, 2021 through February 28, 2022, Veterans failed to state in all solicitations and advertisements for employees placed on behalf of Veterans that all qualified applicants will receive consideration for employment and will not be discriminated against on the basis of disability, as required by 41 CFR 60-741.5(a)7.

**REMEDY:** Veterans will state in all solicitations and advertisements for employees placed on behalf of Veterans that all qualified applicants will receive consideration for employment and will not be discriminated against on the basis of disability, as required by 41 CFR 60-741.5(a)7.

#### **IV. OFCCP Monitoring Period**

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



## 2. **Contractor Reports.**

Veterans agrees to furnish OFCCP with the following reports during the Monitoring Period according to the following schedule:

- a. Progress Report: Due on January 15, 2025, covering the period of the Effective Date of the Agreement through December 31, 2024.

The Progress Report will include the following:

For Violation 1: Provide documentation that Veterans stated in all solicitations or advertisements for employees placed by or on behalf of Veterans, that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

For Violation 2: Documentation that Veterans provided 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 via the Notification of Construction Contract Award Portal (NCAP).

For Violation 3: Provide evidence that Veterans 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.

For Violation 4: Provide evidence that Veterans established a list of minority and female recruitment sources and provided written notification to community organizations when the contractor or its unions have employment opportunities. Also provide a record of the organization's response.

For Violation 5: Provide 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 concerning each individual.

For Violation 6: Provide evidence showing Veterans reviewed at least annually, the company's EEO policy and affirmation action obligations under these 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 Foreman, etc., prior to the initiation of construction work at any job site. Such documentation shall include a written record identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

For Violation 7: Provide documentation showing Veterans disseminated its EEO policy externally by including it in any advertising in the news media, specifically

minority and female news media, and providing written notification to and discussing the EEO policy with other contractors and subcontractors with whom the contract or anticipates doing business.

For Violation 8: Provide documentation showing Veterans directed its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and minority and female recruitment and training organizations serving the contractor's recruitment area and employment needs.

For Violation 9: Provide evidence that Veterans encouraged present 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 a contractor's workforce.

For Violation 10: Provide written evidence that Veterans conducted, at least annually, an inventory and evaluation 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.

For Violation 11: Provide evidence that Veterans monitored its personnel and employment related activities.

For Violation 12: Provide written evidence that Veterans documented and maintained a record of all solicitations of offers for subcontractors from minority and female construction contractors and suppliers.

For Violation 13: Provide written evidence that Veterans conducted a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

For Violation 14 and 17: Provide evidence that Veterans included or referenced the provisions of the equal opportunity clause in its subcontracts and purchase orders.

For Violation 15: Provide copies of job listings with the employment service delivery system.

For Violation 16 and 18: Provide copies showing Veterans stated in all solicitations and advertisements for employees placed on behalf of Veterans that all qualified applicants will receive consideration for employment and will not be discriminated against on the basis of veteran status or disability.

Veterans will submit reports electronically to Compliance Officer (b) (6), (b) (7)(C) at (b) (6), (b) (7)(C)@dol.gov. Veterans 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 Veterans provides in accordance with this Agreement are trade secrets, commercial, and/or financial in

nature, and customarily kept private or closely-held, and Veterans believes should remain confidential under Exemption 4 of the Freedom of Information Act (FOIA) in the event of a FOIA request, Veterans will provide such reports to OFCCP marked as "Confidential". In the event of a FOIA request, OFCCP will promptly notify Veterans of the FOIA request and provide Veterans 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 Veterans' final progress report as set forth in Section II, Paragraph 9 above. If OFCCP fails to notify Veterans in writing within sixty (60) days of the date of the final progress report that Veterans 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 Veterans within the allotted time that it has not fulfilled all of its obligations, this Agreement is automatically extended until the date that OFCCP determines Veterans has met all of its obligations under the Agreement.

## V. SIGNATURES

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

This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and Veterans Contracting Inc., 4770 W. 139th Street, Cleveland, Ohio 44135-5034.

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

KEVIN BUTLER  
Vice President  
Veterans Contracting Inc.  
Cleveland, Ohio 44135-5034

DATE: 12/21/23

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

PHYLLIS LIPKIN  
District Director  
Columbus Area Office

DATE: \_\_\_\_\_