



CONCILIATION AGREEMENT  
BETWEEN  
THE U.S. DEPARTMENT OF LABOR  
OFFICE OF FEDERAL CONTRACT COMPLIANCE PROGRAMS  
AND  
SEVENSON ENVIRONMENTAL SERVICES, INC.  
2749 LOCKPORT ROAD  
NIAGARA FALLS, NY 14305  
OFCCP CASE NO: R00174114

**PART I. PRELIMINARY STATEMENT**

The Office of Federal Contract Compliance Programs ("OFCCP") commenced a compliance evaluation of Severson Environmental Services, Inc.'s ("Severson") establishments located at Welsbach GGM-Superfund Site, 130 North Broadway, Camden, NJ and Roebing Superfund Sites-Steel Project, 1439 Hornberger Avenue, Roebing, NJ 08554 on May 14, 2012, and found that Severson was not in compliance with the Executive Order 11246, as amended ("E.O. 11246"), 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 implementing regulations at 41 C.F.R. Section(s) 60-1, 60-2, 60-3, 60-4, 60-250, 60-300, and/or 60-741. OFCCP notified Severson of the initial violations found and the corrective actions required in a Notice of Violations issued on December 24, 2014. In the interest of resolving the violations without engaging in further legal proceedings and in exchange for the good and valuable consideration described in this document, OFCCP and Severson enter this contract Conciliation Agreement and agree to all the terms stated below.

**PART II. GENERAL TERMS AND CONDITIONS**

1. In exchange for Severson's fulfillment of all obligations in Parts III and IV of the Agreement, OFCCP agrees not to institute administrative or judicial enforcement proceedings under E.O. 11246, Section 503, and/or VEVRAA based on the violations described in more detail in Part III below. However, OFCCP has the right to initiate legal proceedings to enforce the Agreement itself or to correct and obtain relief for the violations described in Part III if Severson violates this Agreement. Nothing in this Agreement precludes OFCCP from initiating enforcement proceedings based on future compliance evaluations or complaint investigations.

Sevenson Environmental Services, Niagara Falls, NY  
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2. Sevenson agrees that OFCCP may review its compliance with this Agreement. As part of such review, OFCCP may require written reports, inspect the premises, interview witnesses, and examine and copy documents. Sevenson will permit access to its premises during normal business hours for these purposes and will provide OFCCP with all reports and documents requested.
3. Sevenson understands that nothing in this Agreement relieves Sevenson of its obligation to fully comply with the requirements of E.O. 11246, Section 503, VEVRAA, their implementing regulations, and other applicable equal employment laws.
4. Sevenson promises not to harass, intimidate, threaten, discriminate, or otherwise retaliate against any individual because the individual: benefits from this Agreement, files a complaint or participates in any investigation or proceeding under E.O. 11246, Section 503, and/or VEVRAA, or engages in any activity listed at 41 C.F.R. § 60-1.32(a).
5. The parties understand the terms of this Agreement and enter into it voluntarily.
6. This document and its attachments contain the complete and final understanding of the parties with respect to the matters referenced herein. This Agreement contains all terms by which the parties are bound and it supersedes all prior written or oral negotiations and agreements. There will be no modifications or amendments to this Agreement unless they are in writing, signed by all parties.
7. If one or more provisions of this Agreement are rendered unlawful or unenforceable, the remaining provisions will remain in full force and effect.
8. This Agreement becomes effective on the day it is signed by the Regional Director of the Northeast Region (the "Effective Date") unless the Director of OFCCP indicates otherwise within 45 calendar days of the date the Regional Director signs the Agreement.
9. This Agreement will expire sixty (60) days after Sevenson submits the final report required in Part IV-1.D, below, unless OFCCP notifies Sevenson in writing prior to the expiration date that Sevenson has not fulfilled all of its obligations under the Agreement, in which case, the Agreement is automatically extended until the date that OFCCP determines Sevenson has met all of its obligations under the agreement.
10. If Sevenson violates this Conciliation Agreement,
  - A. The procedures set forth at 41 C.F.R. § 60-1.34 will govern:
    - 1) If OFCCP believes that Sevenson violated any term of the Agreement while it was in effect, OFCCP will send Sevenson a written notice stating the alleged violations and summarizing any supporting evidence.
    - 2) Sevenson will have 15 days from receipt of such notice to demonstrate in writing that it has not violated the Conciliation Agreement, unless such a

delay would result in irreparable injury to the employment rights of affected employees or applicants.

- 3) If Sevenson 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.
- 4) OFCCP may seek enforcement of this Agreement itself and is not required to present proof of any underlying violations resolved by this Agreement.

B. Sevenson may be subject to the sanctions set forth in Section 209 of the Executive Order, 41 C.F.R. § 60-741.66 (2014), and 41 C.F.R. § 60-300.66 (2014) and/or other appropriate relief for violation of this Agreement.

11. This Agreement does not constitute an admission by Sevenson of any violation of E.O. 11246 Section 503, VEVRAA, or other laws, nor has there been an adjudicated finding that Sevenson violated any laws. Sevenson disputes the violations. However, it enters into this Agreement in order to resolve the matter without the expense of further legal proceedings for both Sevenson and the OFCCP.

### **PART III. SPECIFIC VIOLATIONS AND REMEDIES**

Sevenson disputes the violations, and agrees to the terms of this Conciliation Agreement to resolve this matter without the expense of further legal proceedings.

#### **1. COMPENSATION DISCRIMINATION.**

- A. During the period October 1, 2011 through March 31, 2012, Sevenson discriminated against a female Operator Engineer and a Hispanic Laborer in their compensation in violation of 41 CFR 60-1.4(a)(1), 41 CFR 60-1.4(b)(1), 41 C.F.R 60-4.3, 41 CFR 60-20.3, and CFR 60-20.5. Sevenson disputes that any differences in compensation were discriminatory.
- B. Based on information gathered during the compliance review, OFCCP performed an analysis and found a significant gender-based disparity in overtime hours for a Female Operator Engineer after consideration of legitimate explanatory factors. Specifically, OFCCP found that Sevenson assigned a Female employed as an Operator Engineer fewer overtime hours than her male counterparts resulting in less pay.

#### **C. REMEDY FOR AFFECTED INDIVIDUALS.**

- 1) Notice and Eligibility. Within 15 days calendar days of the Effective Date of this Agreement, Sevenson must notify the former Female Operator Engineer and the Hispanic Laborer listed in Attachment A of the terms of this Agreement by return-receipt requested certified mail,

including the Notice to Affected Individuals (Attachment B), Information Verification Form (Attachment C), Release of Claims under Executive Order 11246 (Attachment D), and a postage paid return envelope. Sevenson will notify OFCCP if the letters are returned as undeliverable within one week of receipt of the returned envelope. In addition, within 15 days after expiration of the response deadline set out in the Notice to Affected Individuals, Sevenson will provide OFCCP with verification that the two affected individuals have returned the Information Verification Form and Release of Claims Form by the deadline, or Sevenson will provide OFCCP with a statement that an affected individual has not responded to the Notice and/or has not returned a signed Information Verification Form and Release of Claims Form.

Within 15 calendar days after receiving that information, OFCCP will discuss with Sevenson any issues necessary to finalize the payments, such as providing payment to a next of kin in the event one of the individuals is deceased or obtaining updated addresses. Sevenson agrees to mail a second Notice to Affected Individuals, Information Verification Form, Release of Claims Form, and postage paid return envelope for the Individuals for whom updated addresses were obtained within 15 days of receiving the updated addresses.

- 2) Monetary Settlement (Back pay). Sevenson agrees to distribute \$2,217.78 (\$2,089.09 in back pay and \$128.69 in interest) to the former Female Operator Engineer (or her next of kin), and Sevenson agrees to distribute \$1,242.03 (\$1,169.96 in back pay and \$72.07 in interest) to the Hispanic Laborer, less legal deductions required by law from back pay only (such as federal, state and/ or local taxes and the share of FICA taxes). Sevenson will pay the Internal Revenue Service ("IRS") the employer's share of social security withholdings and will mail each Affected Individual an IRS W-2 Form reporting the portion of the payment representing back pay and an IRS Form 1099 for the portion of the payment representing interest. These IRS forms will be mailed at the end of the year. Sevenson will disburse the monetary settlement within the time frame established in Part III.C.

Within 30 calendar days of Sevenson's receipt of a check to the an Affected Individual returned as undeliverable, Sevenson will notify OFCCP of this fact via e-mail sent to (b) (7)(E) Compliance Officer. OFCCP will attempt to locate the Affected Individual and if OFCCP obtains an alternate address, Sevenson will re-mail the check within 15 calendar days of receiving an alternate or corrected address. Any check that remains uncashed 120 days after the initial date the check was mailed to the Affected Individual will be void.

- D. **NON-MONETARY REMEDIES.** Sevenson will ensure that all employees are afforded equal opportunity in compensation. Sevenson agrees to implement the corrective actions detailed below.

- 1) Review Compensation Practices. Sevenson agrees to comply with all OFCCP regulations concerning compensation, including 41 CFR 60-1.4(a)(1), 41 CFR 60-1.4(b)(1), 41 C.F.R 60-4.3, 41 CFR 60-20.3, and CFR 60-20.5. Sevenson will immediately review the overtime process and revise and/or eliminate any practices, if needed, to ensure that that all qualified Female and Hispanic Operating Engineers and Laborers are afforded equal opportunity in compensation in the overtime process. Sevenson will ensure adherence to its EEO policy by continually monitoring all personnel and employment related activities

in compliance with 41 CFR 60-4.3 (a) and take action, as needed, to ensure equal opportunity in compensation in the overtime process.

- 2) Training. Within 60 days of the Effective Date of this Agreement, Sevenson will train all individuals involved in any way in determining overtime for Operator Engineer and Laborer positions on any new and revised policies, procedures, and programs developed under Part III-1.D of this Agreement. Additionally, Sevenson will, on a regular basis, train new employees and new managers involved in the overtime process.
  - 3) Self-monitoring/Auditing. Sevenson will conduct, at least annually, a compensation analysis to ensure that there is no gender, race or ethnic related compensation disparities. Specifically, Sevenson will review its overtime compensation process and policies at least annually to ensure equal opportunity in compensation. Sevenson will evaluate: (1) whether the eligibility criteria for determining overtime is uniformly applied without regard to race or gender and (2) whether eligible employees receive overtime compensation in nondiscriminatory amounts. Sevenson agrees to adjust overtime pay to correct any discriminatory disparities found and provide related training to all employees who make compensation decisions.
  - 4) Sevenson agrees to prevent retaliation, harassment and any form of reprisal or adverse action against the Affected Individuals based on or in relation to the terms of this Corrective Action.
2. **VIOLATION**: During the period October 1, 2011 through March 31, 2012, Sevenson failed to ensure and maintain a working environment free of harassment, intimidation and coercion at all sites and in all facilities at which the contractor's employees were assigned to work. Specifically, racially offensive comments were directed at Hispanic and Black employees by Laborers and Foremen. At least three managers and/or supervisors engaged in ongoing, severe, and pervasive racial harassment, including directing racially offensive comments at Hispanic and Black Laborers. 41 CFR 60-1.4(a) (1) and 41 CFR 60-4.3 (a) 7a. Sevenson disputes this finding.

**REMEDY**: Effective immediately, Sevenson will cease and desist any harassing, intimidating and coercive actions described above and must ensure that all employees are afforded equal employment opportunities. Sevenson will: a) monitor and maintain a working environment free from harassment, intimidation, and coercion at all sites and in all facilities at which Sevenson's employees are assigned to work; (b) take steps to eliminate any such harassment, intimidation or coercion found; (c) document Sevenson's monitoring of its work environment for the presence of any forms of harassment, intimidation, or coercion, including but not limited to verbal and visual displays, and any remedy taken; (d) disseminate to all employees a clear and direct policy forbidding a hostile work environment, as well as advising management and employees that disciplinary action will result if the policy is not followed; (e) review the policy at least annually with all employees; and (f) provide training to all personnel on equal employment opportunity and on the identification and prevention of harassment based on race, color, national origin, religion, and sex. Such training must be provided immediately and annually thereafter to ensure that the commitments made in Sevenson's

Affirmative Action Program are implemented as required by 41 CFR 60-1.4(a); (g) identify and inform employees of the name, job title, and telephone number of the Sevenson official(s) for employees to contact to report and/or secure relief from harassment; and (h) ensure that no retaliation, harassment, or reprisal or other adverse action is taken against any of its employees based on or in relation to the terms of this remedy.

3. **VIOLATION**: During the period October 1, 2011 through March 31, 2012, Sevenson failed to maintain a current list of minority and female recruitment sources and provide written notification to minority and female recruitment sources and community organizations when Sevenson or its unions have employment opportunities available, as required by 41 CFR 60-4.3(a) 7.b. Sevenson disputes this and other technical violations found by the OFCCP.

**REMEDY**: Effective immediately Sevenson must maintain a current list of minority and female recruitment sources and provide written notification to the recruitment sources and community organizations when Sevenson or its unions have employment opportunities available. Sevenson must also maintain a record of responses from the organizations.

4. **VIOLATION**: During the period October 1, 2011 through March 31, 2012, Sevenson 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, as required by 41 CFR 60-4.3(a)7.c.

**REMEDY**: Effective immediately Sevenson 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.

5. **VIOLATION**: During the period October 1, 2011 through March 31, 2012, Sevenson failed to direct its recruitment efforts, both oral and written, to minority and female recruitment sources and community organizations serving Sevenson's recruitment area and employment needs, as required by 41 CFR 60 4.3(a)7.i.

**REMEDY**: Effective immediately, Sevenson will direct its recruitment efforts, both oral and written, to minority and female recruitment and training organizations and community organizations serving its recruitment area and employment needs. Efforts must include ongoing contacts with the organizations to seek their aid in identifying and referring qualified minority and female applicants no later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source.

6. **VIOLATION**: During the period October 1, 2011 through March 31, 2012, Sevenson failed to encourage present minority and female employees to recruit other minority persons and women, as required by 41 CFR 60-4.3(a) 7.j.

**REMEDY:** Effective immediately, Sevenson will encourage present minority and female employees to recruit other minority persons and women.

7. **VIOLATION:** During the period October 1, 2011 through March 31, 2012, Sevenson failed to develop on the job training opportunities or participated in training programs for recruiting areas that expressly include members of minority groups and women (including upgrading programs and apprenticeship and trainee programs relevant to the contractor's employment needs). Contractors and subcontractors must provide notice of these training opportunities and job programs to recruitment sources, state employment offices and other referral sources that the contractor/subcontractor has compiled, as required by 41 CFR 60-4.3(a) 7.e.

**REMEDY:** Effective immediately, Sevenson will include minorities and females when it develops on the on the job training opportunities or participates in training programs (including upgrading programs and apprenticeship and trainee programs relevant to the contractor's employment needs). Contractors and subcontractors must provide notice of these training opportunities and job programs to recruitment sources, state employment offices and other referral sources that the contractor/subcontractor has compiled.

8. **VIOLATION:** During the period October 1, 2011 through March 31, 2012, Sevenson failed to review, at least annually, the company's EEO policy and affirmative action obligations 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, prior to the initiation of construction work at any job site, as required by 41 CFR 60-4.3(a) 7.g.

**REMEDY:** Effective immediately, Sevenson will immediately review, at least annually, the company's EEO policy and affirmative action obligations 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, prior to the initiation of construction work at any job site. Sevenson must 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.

9. **VIOLATION:** During the period October 1, 2011 through March 31, 2012, Sevenson failed to 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, through appropriate training, for such opportunities, as required by 41 CFR 60-4.3(a) 7.1.

**REMEDY:** Effective immediately, Sevenson will immediately conduct at least annually an inventory and evaluation of all minority and female personnel for promotional opportunities, and encouraged these employees to seek or to prepare, through appropriate training, for such opportunities.

10. **VIOLATION:** During the period October 1, 2011 through March 31, 2012, Sevenson failed to conduct a review, at least annually, of all supervisors' adherence to and

performance under Sevenson's EEO policies and affirmative action obligations, as required by 41 CFR 60-4.3(a) 7.p.

**REMEDY:** Effective immediately, Sevenson will conduct a review, at least annually, of all supervisors' adherence to and performance under Sevenson's EEO policies and affirmative action obligations.

11. **VIOLATION:** During the period October 1, 2011 through March 31, 2012 OFCCP concluded that Sevenson failed to monitor seniority practices, job classifications, work assignments and other personnel practices to ensure that they do not have a discriminatory effect, as required by 41 CFR 60-4.3 (a) 7.m.

**REMEDY:** Effective immediately, Sevenson will monitor seniority practices, job classifications, work assignments, and other personnel practices to ensure that they do not have a discriminatory effect.

12. **VIOLATION:** During the period October 1, 2011 through March 31, 2012, Sevenson failed to 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:** Sevenson 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 Sevenson, as required by 41 CFR 60-300.5(a) 2-6,(2014) with its initial listing, and as subsequently needed to update the information, Sevenson 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.

13. **VIOLATION:** During the period October 1, 2011 through March 31, 2012, Sevenson failed to undertake appropriate outreach and positive recruitment activities that were reasonably designed to effectively recruit qualified protected veterans, in violation of 41 CFR 60-300.44(f)(2014). Specifically, the Contractor did not enlist the assistance and support of appropriate veterans' organizations, which serve qualified protected veterans, in order to fulfill its commitment to provide meaningful employment opportunities for such veterans.

**REMEDY:** Sevenson will undertake appropriate external outreach and positive recruitment activities, such as those described at 41 CFR 60-300.44(f)(2)(2014), that are reasonably designed to effectively recruit qualified protected veterans and will document all activities it undertakes to meet this requirement.

Sevenson 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)(2014). Sevenson 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). Sevenson will document all activities it undertakes to comply with this section, in accordance with 41 CFR 60-300.44(f)(4)(2014).

- 14. VIOLATION:** During the period October 1, 2011 through March 31, 2012, Sevenson failed to undertake appropriate outreach and positive recruitment activities that were reasonably designed to effectively recruit qualified individuals with disabilities, in violation of 41 CFR 60-741.44(f). Specifically, Sevenson did not enlist the assistance and support of appropriate organizations, which serve qualified individuals with disabilities, in order to fulfill its commitment to provide equal employment opportunity for such individuals.

**REMEDY:** Sevenson will undertake appropriate external outreach and positive recruitment activities, such as those described at 41 CFR 60-741.44(f)(1)-(7)(2014) that are reasonably designed to effectively recruit qualified individuals with disabilities and will document all activities it undertakes to meet this requirement.

Sevenson will undertake appropriate external outreach and positive recruitment activities that are reasonably designed to effectively recruit qualified individuals with disabilities, such as those described at 41 CFR 60-741.44(f)(2)(2014). Sevenson will annually review its outreach and recruitment activities, assess their effectiveness, and document this review, in accordance with 41 CFR 60-741.44(f)(3)(2014). Sevenson will document all activities it undertakes.

#### **Part IV. REPORTS REQUIRED.**

In order for OFCCP to monitor Sevenson's progress toward fulfilling the provisions of this Agreement, Sevenson will submit the following Progress Reports covering federal and federally-assisted contract projects located in the state of New Jersey.

Sevenson will send the Progress Reports to:

U.S. Department of Labor  
Office of Federal Contract Compliance Programs  
Diamond Head Building  
200 Sheffield Street, Suite 102  
Mountainside, NJ 07092  
ATTN: Compliance Officer (b) (7)(E)

1. Within 30 calendar days of the Effective Date of this Agreement, Sevenson will submit documentation of the review and any revision, if needed, of the overtime compensation process as described in Part III-1.

2. Within 60 days of the Effective Date of this Agreement, Sevenson will submit documentation that all managers, supervisors, and other personnel involved in making compensation decisions for Operator Engineers and Laborers have received training on all new and revised policies, procedures, and programs developed under Part III-1.D of this Agreement. The documentation must include the dates of the training, the names and job titles of all attendees, an outline of the topics discussed during the training, the name and job title of each person who conducted the training, and the cost of the training.
3. Within the prescribed timeframes, Sevenson must submit all remaining documents and information referenced in Part III.
4. Within 60 days of the Effective Date of this Agreement, Sevenson will submit documentation of its anti-harassment training as remedied in Violation 2. The documentation will include the dates of the training, the names and job titles of the person(s) providing training, name and job titles of all attendees, list of materials used during training, and the cost of the training.

Sevenson's final report shall be due January 31, 2017 and will cover the period beginning January 1, 2016 through December 31, 2016.

The report will contain the following for federal and federally-assisted contract projects located in the state of New Jersey:

1. Original payroll records for the specified review period.
  - a. Payroll records that identify the total hours worked by each trade in the geographic area(s), either the Standard Metropolitan Statistical Area(s) (SMSA) or the Economic Area(s) (EA), and include the gender, race or ethnic designation of each employee.
  - b. Payroll records that identify the overtime hours worked by each trade in the geographic area(s) described above and include the gender, race or ethnic designation of each employee.
2. Documentation of Sevenson's list of minority and female recruitment sources, along with a copy of all correspondence to and from minority and female recruitment sources and to community organizations when Sevenson or its unions have employment opportunities available.
3. Documentation of Sevenson's encouragement of present minority and female employees to recruit other minority persons and women.
4. A current file containing 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.

5. Documentation of Sevenson's dissemination of its EEO policy by providing written notification to its unions and training programs and requesting their cooperation in assisting Sevenson in meeting its EEO obligations; and by specific review of the policy with all management personnel and with all minority and female employees.
6. Documentation of Sevenson's annual review of its EEO policy and affirmative action obligations with employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions; and its review of all supervisors' adherence to and performance under Sevenson's EEO policies and affirmative action obligations, to include a written record identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
7. Documentation of Sevenson's efforts to recruit minorities and females for construction trade vacancies, including contacts with and responses from recruitment resources. Include a report on the number of applicants referred, broken out by trade, gender, race and recruitment source and the number of applicants hired, broken out by trade, gender, race and recruitment source.
8. Documentation of Sevenson's solicitations of offers for subcontracts from minority and female construction contractors and suppliers.
9. Documentation of Sevenson's listing, on an ongoing basis, all employment openings, with the state workforce agency or with the local employment delivery system serving the location where the openings occur.
10. Documentation of Sevenson's outreach and positive recruitment activities designed to effectively recruit qualified individuals with disabilities.
11. Documentation of Sevenson's outreach and positive recruitment activities designed to effectively recruit qualified protected veterans.

Sevenson will retain all records pertinent to the violations resolved by this Conciliation Agreement and the reports submitted under it (including the underlying data/information upon which the reports are based) until the expiration date of this Conciliation Agreement or consistent with regulatory timeframes, whichever is later

**FUTURE CONDUCT:** Sevenson commits that the above violations will not recur.

**TERMINATION DATE:**

This Agreement shall remain in full force and effect until 90 days after OFCCP receives and approves the final report required in Part III above, or on the date that the District Director gives notice to Sevenson that it has satisfied its reporting requirements, whichever occurs earlier;

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unless OFCCP notifies Sevenson in writing prior to the end of the 90-day period that Sevenson has not satisfied its reporting requirements pursuant to this Agreement.

This Agreement represents the full Agreement between Sevenson and the Agency, and this Agreement supersedes any other agreements, oral or written. In signing this Agreement neither Sevenson nor the Agency relies upon any promise, representation of fact or law, or other inducement that is not expressed in this Agreement. This Agreement may be modified only by written agreement of the Parties affected and may not be modified by any oral agreement.

**Part V. SIGNATURES.**

Sevenson Environmental Services, Inc. does not admit to any violation and agrees to the Conciliation Agreement only in order to resolve this matter without the expense of further legal proceedings.

The person signing this Conciliation Agreement on behalf of Sevenson Environmental Services, Inc. personally warrants that he is fully authorized to do so, that Sevenson Environmental Services, Inc. entered into this Conciliation Agreement voluntarily and with full knowledge of the effect thereof, and that execution of this Agreement is fully binding on Sevenson Environmental Services, Inc. This Conciliation Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and Sevenson Environmental Services, Inc.

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

WILLIAM J. McDERMOTT  
Vice President and General Counsel  
Sevenson Environmental Services, Inc.  
Niagara Falls, NY

DATE: 9/30/16

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

DIANA SEN  
Region Director  
OFCCP - Northeast Region

DATE: 9/30/2016

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

PRANITHA K. RAJHAVAN  
District Director  
New Jersey District Office  
OFCCP - Northeast Region

Date: 9/30/16

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

KEVIN KOLLEGAARD  
Assistant District Director  
New Jersey District Office  
OFCCP - Northeast Region

Date: 9/30/16

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

Compliance Officer  
New Jersey District Office  
OFCCP - Northeast Region

Date: 9/30/16

**ATTACHMENT A**

**LIST OF AFFECTED INDIVIDUALS**

**Suzanne Kessler, (Deceased) Operating Engineer**

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

**Laborer**

**ATTACHMENT B**

**NOTICE TO AFFECTED INDIVIDUALS**

Dear [NAME]:

Sevenson Environmental Services, Inc. ("SEVENSON") and the Department of Labor's Office of Federal Contract Compliance Programs ("OFCCP") have entered into a Conciliation Agreement ("Agreement") to remedy the violations of EXECUTIVE ORDER 11246 ("E.O. 11246"), SECTION 503 OF THE REHABILITATION ACT ("SECTION 503"), VIETNAM VETERANS READJUSTMENT ASSISTANCE ACT ("VEVRAA") that OFCCP found during a compliance review of Sevenson's Welsbach facility. OFCCP's analysis showed that from October 1, 2011 through March 31, 2012, Sevenson assigned a Female Operating Engineer fewer overtime hours than her male counterparts and assigned a Hispanic Laborer fewer overtime hours than his non-Hispanic counterparts.

Sevenson disputes the OFCCP's findings and has not admitted to any violation of E.O. 11246, SECTION 503, and/or VEVRAA and there has not been any adjudicated finding that Sevenson violated any laws. OFCCP and Sevenson entered into the Agreement to resolve the matter without resorting to further legal proceedings.

You have been identified as an individual who worked as an Operating Engineer. Under the Agreement, you may be eligible to receive a payment [insert correct amount for affected individual: **\$2,217.78 (\$2,089.09 in back pay and \$128.69 in interest)** for Female OE/ **\$1,242.03 (\$1,169.96 in back pay and \$72.07 in interest)** for Hispanic Laborer] (less deductions required by law). Under the terms of the Agreement, it may take up to three (3) months from the date of this letter before you receive your payment. In order to be eligible for a payment, you must complete, sign, and return enclosed Information Verification Form. This form should be mailed as soon as possible; it *must* be postmarked to the address below no later than 30 days after the date this Notice was mailed out (postmarked) for you to be entitled to participate in this settlement:

*(NAME) (POSITION) (SEVENSON) (ADDRESS)*

You may use the enclosed postage-paid return envelope to return the completed and signed Information Verification Form and Release of Claims under Executive Order 11246.

If you have any questions you may call [NAME] at [SEVENSON] at [PHONE NUMBER], or OFCCP Compliance Officer (b) (7)(E) at (b) (7)(E). Your call will be returned as soon as possible.

**IF YOU FAIL TO COMPLETE AND RETURN THE ENCLOSED DOCUMENT(S) TO Sevenson WITHIN 90 DAYS OF THE DATE THE ENVELOPE CONTAINING THIS NOTICE WAS POSTMARKED, YOU WILL NOT BE ELIGIBLE TO RECEIVE A PAYMENT.**

Sincerely,

Enclosures: Information Verification Form  
Release of Claims under Executive Order 11246

**ATTACHMENT C**

**INFORMATION VERIFICATION FORM**

**You must complete this form in order to be eligible for the monetary payment under the terms of the Conciliation Agreement ("Agreement") between Sevenson Environmental Services, Inc. ("Sevenson") and the Department of Labor's Office of Federal Contract Compliance Programs. Please print legibly, except for the signature.**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone Nos.: Home \_\_\_\_\_ Cell \_\_\_\_\_ Work \_\_\_\_\_

Notify Sevenson at the address below if your address or phone number changes within the next twelve months.

Your Social Security Number (to be used for tax purposes only): \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

For purposes of this settlement, it is necessary to verify your GENDER and/or RACE:

Caucasian  African American  Hispani  Asia  Native Americ

Male  Female

**IF YOU FAIL TO COMPLETE AND RETURN THE ENCLOSED DOCUMENTS TO THE ADDRESS BELOW WITHIN 90 DAYS OF THE DATE THE ENVELOPE CONTAINING THIS NOTICE WAS POSTMARKED, YOU WILL NOT BE ELIGIBLE TO RECEIVE A PAYMENT.**

**(NAME)**

**(ADDRESS)**

I, (print name) \_\_\_\_\_, certify the above is true and correct.

Signature

Date

**ATTACHMENT D**

**RELEASE OF CLAIMS UNDER EXECUTIVE ORDER 11246**

This Release of Claims under Executive Order 11246 ("Release") is a legal document. The document states that in return for Sevenson Environmental Services, Inc. ("Sevenson") paying you money, you agree that you will not file any lawsuit against Sevenson for allegedly violating Executive Order 11246. It also says that Sevenson does not admit it violated any laws. This Release says you had sufficient time to look at the document, to talk with others about the document, including an attorney if you choose, and that no one pressured you into signing the document. Finally, it says that if you do not sign and return the document by a certain date, you will not receive any money.

In consideration of the payment of [insert correct amount for affected individual: **\$2,217.78 (\$2,089.09 in back pay and \$128.69 in interest)** for Female OE/ **\$1,242.03 (\$1,169.96 in back pay and \$72.07 in interest)** for Hispanic Laborer)] (less deductions required by law) by Sevenson to me, which I agree is acceptable, I \_\_\_\_\_ agree to the following:

print name

**I.**

I hereby waive, release and forever discharge Sevenson its predecessors, successors, related entities, parents, subsidiaries, affiliates and organizations, and its and their shareholders, directors, officers, employees, agents, successors, and assigns, of and from any and all actions, causes of action, damages, liabilities, and claims arising out of or actionable under Executive Order 11246, as amended, which I or my representatives (heirs, executors, administrators, or assigns) have or may have which relate in any way to my compensation as a [Operating Engineer/Laborer] on the basis of my [race or gender] at any time prior to the date of my signature on this Release.

**II.**

I understand that Sevenson denies that it treated me unlawfully or unfairly in any way and that Sevenson entered into a Conciliation Agreement with the U.S. Department of Labor, Office of Federal Contract Compliance Programs ("OFCCP") and agreed to make the payment described above to resolve alleged disparities in compensation and to resolve the matter without further legal proceedings in the compliance review initiated by OFCCP on May 14, 2012. I further agree that the payment of the aforesaid sum by Sevenson to me is not to be construed as an admission of any liability by Sevenson.

**III.**

I declare that I have read this Release and that I have had a full opportunity to consider and understand its terms and to consult with my advisors and seek legal advice. I further declare that I have decided of my own free will to sign this Release.

**IV.**

I understand that if I do not sign this Release and return it to Sevenson WITHIN 90 DAYS OF THE DATE THE ENVELOPE CONTAINING THIS RELEASE WAS POSTMARKED, I will not be entitled to receive any payment (less deductions required by law) from Sevenson.

IN WITNESS WHEREOF, I have signed this document on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Signature