

U.S. Department of Labor

**Office of Federal Contract
Compliance Programs
Northeast Region
201 Varick Street, Room 750
New York, NY 10014-3170
(646) 264-3170
(646) 264-3009 FAX**



**Conciliation Agreement
Between the
U.S. Department of Labor Office of Federal Contract Compliance Programs
and
Bermudez Longo Diaz-Masso, LLC
Road 845 Km 0.5 Cupey
San Juan, PR 00926-4265
OFCCP No. R00186356**

PART I. PRELIMINARY STATEMENT

The Office of Federal Contract Compliance Programs ("OFCCP") audited Bermudez Longo Diaz-Masso, LLC's ("BLDM") compliance with a conciliation agreement executed on December 13, 2013 ("the 2013 Agreement"), and found that BLDM was not in compliance with the 2013 Agreement. OFCCP further found that BLDM was not in compliance with Executive Order 11246, as amended ("E.O. 11246"), and its implementing regulations at 41 C.F.R. Part 60. OFCCP notified BLDM of the violations found and the corrective actions required in a 15-Day Notice and a Notice of Violation issued on July 19, 2016. In the interest of resolving the violations detailed in the 15-Day Notice and the Notice of Violation without engaging in further legal proceedings, and in exchange for the good and valuable consideration described in this document, OFCCP and BLDM enter this conciliation agreement ("Agreement") and agree to all the terms stated below.

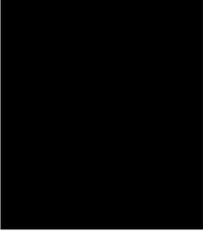
PART II. GENERAL TERMS AND CONDITIONS

1. In exchange for BLDM's fulfillment of all obligations in the Agreement, OFCCP agrees not to institute administrative or judicial enforcement proceedings under the terms of the 2013 Agreement or E.O. 11246 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 BLDM violates this Agreement. Nothing in this Agreement precludes OFCCP from initiating enforcement proceedings based on future compliance evaluations or complaint investigations.
2. BLDM 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. BLDM will permit access to its premises during normal business hours for these purposes and will provide OFCCP with all reports and documents requested.

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3. BLDM understands that nothing in this Agreement relieves BLDM of its obligation to fully comply with the requirements of E.O. 11246, Section 503 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 793 ("Section 503"), the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 39 U.S.C. § 4212 ("VEVRAA"), their implementing regulations, and other applicable equal employment laws.
4. BLDM 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 Agreement 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 60 days after BLDM submits the final report required in Part IV, below, unless OFCCP notifies BLDM in writing prior to the expiration date that BLDM has not fulfilled all of its obligations under the Agreement, in which case, the Agreement is automatically extended until the date that OFCCP determines BLDM has met all of its obligations under the Agreement.
10. If BLDM violates this Agreement,
 - A. The procedures set forth at 41 C.F.R. § 60-1.34 will govern:
 - 1) If OFCCP believes that BLDM violated any term of the Agreement while it was in effect, OFCCP will send BLDM a written notice stating the alleged violations and summarizing any supporting evidence.
 - 2) BLDM will have 15 days from receipt of such notice to demonstrate in writing that it has not violated the Agreement, unless such a delay would

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

3) If BLDM 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. BLDM may be subject to the sanctions set forth in Section 209 of the Executive Order and/or other appropriate relief for violation of this Agreement.

11. This Agreement does not constitute an admission by BLDM of any violation of E.O. 11246, Section 503, VEVRAA, or other laws, nor has there been an adjudicated finding that BLDM violated any laws.

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PART III: SPECIFIC VIOLATIONS AND REMEDIES

1. **VIOLATION:** During the period of January 1, 2014 through January 31, 2016, BLDM discriminated against female applicants on the basis of their gender in denying them hire into Labor positions, in violation of 41 C.F.R. § 60-1.4(a)(1) and 41 C.F.R. § 60-20.2(b) and (c). Despite there being (b) (7)(E) openings in the Labor position during the January 1, 2014 through January 31, 2016 time period, only (b) (7)(E) women were hired. The remainder of the openings went to men.

The evidence that OFCCP obtained indicates that in its correspondence with potential female recruitment sources, BLDM did not recruit females for Labor positions despite having openings and hiring into this position. The evidence further indicates that the recruitment sources had qualified female candidates available to work in the position of Labor.

Analysis comparing BLDM's hiring activity to what would have been female applicant flow had BLDM accurately tracked and collected applications from female applicants and made appropriate recruitment efforts to hire female candidates indicates a statistically significant underhiring of women at (b) (7)(E) standard deviations with a hiring shortfall of one woman.

REMEDY: BLDM must adhere to the requirements of the Remedy for Violation 5, below.

2. **VIOLATION:** During the period of January 1, 2014 through January 31, 2016, BLDM discriminated against female applicants on the basis of their gender in

denying them hire into Flagman positions, in violation of 41 C.F.R. § 60-1.4(a)(1) and 41 § C.F.R. 60-20.2(b) and (c).

In BLDM's first progress report for the 2013 Agreement, BLDM reported that (b) (7)(E) women applied but were not hired for a Flagman position, despite there being at least (b) (7)(E) openings in the Flagman position during this reporting time period. Instead, during this reporting time period, BDLM exclusively hired men into all of the available Flagman positions.

The evidence indicates that in its correspondence with potential female recruitment sources, BLDM did not recruit females for Flagman positions despite having openings and hiring into those positions. The evidence further indicates that the recruitment sources had qualified female candidates available to work in the Flagman position.

Analysis comparing BLDM's hiring activity to what would have been female applicant flow had BLDM accurately tracked and collected applications from female applicants and made appropriate recruitment efforts to hire female candidates indicates a statistically significant underhiring of women at 4.05 standard deviations with a hiring shortfall of one woman.

REMEDY: BLDM must adhere to the requirements of the Remedy for Violation 5, below.

3. **VIOLATION:** During the period of January 1, 2014 through January 31, 2016, BLDM discriminated against female applicants on the basis of their gender in denying them hire into Helper positions, in violation of 41 C.F.R. § 60-1.4(a)(1) and 41 § C.F.R. 60-20.2(b) and (c).

Despite there being (b) (7)(E) openings in the Helper position during the January 1, 2014 through January 31, 2016 time period, no women were hired. Instead, during the relevant time period, BDLM exclusively hired men into all of the available Helper positions.

The evidence that OFCCP obtained indicates that in its correspondence with potential female recruitment sources, BLDM did not recruit females for Helper positions despite having openings and hiring into this position. The evidence further indicates that the recruitment sources had qualified female candidates available to work as Helper.

Analysis comparing BLDM's hiring activity to what would have been female applicant flow had BLDM accurately tracked and collected applications from female applicants and made appropriate recruitment efforts to hire female candidates indicates a statistically significant underhiring of women at (b) (7)(E) standard deviations with a hiring shortfall of four women.

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REMEDY: BLDM must adhere to the requirements of the Remedy for Violation 5, below.

4. **VIOLATION:** During the period of January 1, 2014 through January 31, 2016, BLDM discriminated against female applicants on the basis of their gender in denying them hire into Apprentice Electrician positions, in violation of 41 C.F.R. § 60-1.4(a)(1) and 41 § C.F.R. 60-20.2(b) and (c).

Despite there being (b) (7)(E) openings in the Apprentice Electrician position during the January 1, 2014 through January 31, 2016 time period, no women were hired. Instead, during the relevant time period, BDLM exclusively hired men into all of the available Apprentice Electrician positions.

The evidence indicates that although there may instances where it is reasonable for BLDM to require an Apprentice Electrician license at the time of hire, during the period of January 1, 2014 through January 31, 2016, in its correspondence with potential female recruitment sources, BLDM incorrectly indicated that the Apprentice Electrician positions it was recruiting for during this period required a license at the time of hire. The evidence indicates that this position does not require a license at the time of hire and that BLDM has hired men into these positions without a license. The evidence further indicates that the recruitment sources had qualified female candidates available to work as Apprentice Electrician.

Analysis comparing BLDM's hiring activity to what would have been female applicant flow had BLDM accurately tracked and collected applications from female applicants and made appropriate recruitment efforts to hire female candidates indicates a statistically significant underhiring of women at (b) (7)(E) standard deviations with a hiring shortfall of ten women.

REMEDY: BLDM must adhere to the requirements of the Remedy for Violation 5, below.

5. **VIOLATION:** During the period of January 1, 2014 through January 31, 2016, BLDM discriminated against female applicants on the basis of their gender in denying them hire into Plumber Helper positions, in violation of 41 C.F.R. § 60-1.4(a)(1) and 41 C.F.R. § 60-20.2(b) and (c).

Despite there being (b) (7)(E) openings in the Plumber Helper position during the January 1, 2014 through January 31, 2016 time period, no women were hired. Instead, during the relevant time period, BDLM exclusively hired men into all of the available Plumber Helper positions.

The evidence indicates that in its correspondence with potential female recruitment sources, BLDM incorrectly indicated that the Plumber Helper positions it was recruiting for required a license. The evidence indicates that this

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position does not require a license and that BLDM has hired men into these positions without a license. The evidence further indicates that the recruitment sources had qualified female candidates available to work as Plumber Helper.

Analysis comparing BLDM's hiring activity to what would have been female applicant flow had BLDM accurately tracked and collected applications from female applicants and made appropriate recruitment efforts to hire female candidates indicates a statistically significant underhiring of women at (b) (7)(E) standard deviations with a hiring shortfall of eight women.

REMEDY:

A. Updated Recruitment and Selection Process

Within 120 days from the Effective Date of this Agreement, BLDM must examine, monitor and modify its recruitment and selection procedures as necessary and ensure that the selection criteria are applied uniformly and the hiring decisions for the Labor, Flagman, Helper, Apprentice Electrician, and Plumber Helper positions are made in a non-discriminatory manner. Specifically, BLDM must:

1. Review and update its job descriptions for the Labor, Flagman, Helper, Apprentice Electrician, and Plumber Helper positions to ensure they accurately describe the essential functions and qualifications, including required skills, of each position;
2. Review and update its recruitment materials for the Labor, Flagman, Helper, Apprentice Electrician, and Plumber Helper positions, including requests for referral, advertisements, and job postings, to ensure the recruitment materials accurately describe the essential functions and qualifications, including required or minimum skills, of each position;
3. Review each step in the recruitment and hiring process for the Labor, Flagman, Helper, Apprentice Electrician, and Plumber Helper positions, including any recruitment materials, application screens, construction-site screens, interviews, tests, background checks, or other selection procedures to minimize the potential for unlawful discrimination; and
4. Ensure all recruitment and hiring procedures are uniformly applied to all applicants.

B. Training

1. On October 10, 2016, October 15, 2016, October 19-20, 2016, and December 22, 2016, BLDM provided equal employment opportunity (EEO), anti-harassment, and sensitivity training to all individuals involved

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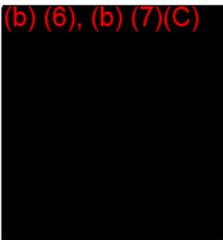
in the recruitment and selection process of candidates for the Labor, Flagman, Helper, Apprentice Electrician, or Plumber Helper positions.

2. Within 130 days from the Effective Date of this Agreement, BLDM must provide training on BLDM's updated job descriptions and recruitment materials, as well its recruitment selection procedures, to all individuals involved in recruiting or selecting applicants for the Labor, Flagman, Helper, Apprentice Electrician, or Plumber Helper positions.

C. Notification

1. Within 60 days from the Effective Date of this Agreement, BLDM must notify the 31 female class members (hereinafter "Female Class Members") listed in Attachment A (hereinafter "List") of the terms of this Agreement by distributing Attachment B (hereinafter "Notice") and Attachment C (hereinafter "Release") and Attachment D (hereinafter "Information Verification and Employment Interest Form"). BLDM must translate these documents into Spanish and mail English and Spanish versions of these documents by certified mail and regular mail to the last known address of each person on the List. BLDM must include a postage-paid return envelope with the mailing. The Female Class Members will have 30 days from the postmark date of the mailing to respond.
2. Within 100 days of the Effective Date of this Agreement, BLDM must provide OFCCP with a copy of the Spanish translation of the documents mailed to the Female Class Members along with the List identifying those Female Class Members who did not respond to the Notice (hereinafter "Non-responsive Class Members"), along with documentation demonstrating BLDM's attempts to locate these individuals.
3. OFCCP will have 30 days from receipt of the List identifying Non-responsive Class Members to attempt to locate the Non-responsive Class Members and to provide BLDM the contact information of any Non-responsive Class Member OFCCP is able to locate (hereinafter "List of Located Class Members").
4. Within 30 days of receipt of the List of Located Class Members, BLDM must mail via certified mail and regular mail a second Notice, Release, and Information Verification and Employment Interest Form to any Located Class Member. BLDM must include a postage-paid return envelope with the mailing. Located Class Members will have 30 days from the postmark date of the mailing to respond.
5. Within 190 days of the Effective Date of this Agreement, BLDM must provide OFCCP with the names of all individuals from the List who returned the Release or the Information Verification and Employment

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Interest Form (hereinafter "Final List"). OFCCP will approve the Final List within 10 days of receipt. Once the Final List has been approved, those individuals on the Final List will be entitled to receive the monetary, employment, and other benefits provided for in this Agreement (hereinafter "Eligible Class Members").

D. Offers of Employment

1. From the Final List, BLDM must compile in chronological order by date of fully executed response to the Information Verification and Employment Interest Form and Release a separate list (hereinafter "Employment Offer List") of Eligible Class Members who returned a signed Release and indicated an interest in employment with BLDM on the Information Verification and Employment Interest Form. BLDM must extend job offers to individuals on the Employment Offer List as vacancies occur until all of the following hiring activity occurs or until the Employment Offer list is exhausted, whichever comes sooner:
 - i. 1 individual on the Employment Offer List is hired into a Labor position,
 - ii. 1 individual on the Employment Offer List is hired into a Flagman position,
 - iii. 4 individuals on the Employment Offer List are hired into Helper positions,
 - iv. 10 individuals on the Employment Offer List are hired into Apprentice Electrician positions, and
 - v. 8 individuals on the Employment Offer List are hired into Plumber Helper positions.
2. Offers will be made in chronological order by response date.
3. BLDM must provide documentation to OFCCP of any hires from the Employment Offer List within 10 days of hire.

E. Monetary Settlement

1. In settlement of this matter, BLDM must pay back pay, including interest, and distribute the monetary settlement as indicated in this Agreement. The total monetary settlement of \$120,000 represents back pay in the amount of \$114,211.63 plus interest in the amount of \$5,788.37. This monetary settlement, less legal deductions required by law (such as federal, state and/or local taxes), will be distributed equally among all Eligible Class

Members. BLDM must provide appropriate Internal Revenue Service documentation to the Eligible Class Members along with their check for the monetary settlement. Monetary relief is not contingent upon accepting a job offer or appearing on the Employment Offer List.

2. BLDM must equally disburse the monetary settlement within 230 days of the Effective Date of this Agreement amongst the Eligible Class Members. The total monetary settlement will not be reduced even if any of the 31 Female Class Members cannot be located. If, after 320 days after the Effective Date of this Agreement, some portion of the settlement amount remains undistributed,, BLDM shall distribute the remaining that portion among the Eligible Class Members within 30 days.
6. **VIOLATION:** During the period of January 1, 2014 through January 31, 2016, BLDM failed to implement an applicant tracking system in violation of 41 C.F.R. § 60-3.5 and 41 C.F.R. § 60-3.15, and failed to sufficiently collect and maintain personnel and employment records in violation of the 2013 Agreement and 41 C.F.R. § 60-1.12(a). Specifically, BLDM failed to track all applicants and collect and maintain all applications.

The evidence indicates that females applied for construction trade positions with BLDM and were not included as applicants in BLDM's reports to OFCCP. Some female applicants applied more than once for a construction trade position and BLDM only identified the candidate as applying once in its reports to OFCCP. BLDM also failed to preserve newspaper advertisements BLDM claimed it used to recruit for Labor or Flagman positions.

REMEDY: BLDM must accurately log and track all applicants and preserve all personnel or employment records, including, but not limited to, all job advertisements and applications, for a period of not less than two years from the date of the making of the record or personnel action involved, whichever occurs later, as required by 41 C.F.R. § 60-1.12, 41 C.F.R. § 60-3.5, and 41 C.F.R. § 60-3.15.

7. **VIOLATION:** During the period of January 1, 2014 through January 31, 2016, BLDM failed to make a good-faith effort to meet the 6.9 percent utilization goal for females in its Labor, Flagman, Helper, Apprentice Electrician, and Plumber Helper construction trades in the Puerto Rico Metropolitan Statistical Area (MSA). This is a violation of the 2013 Agreement and 41 C.F.R. § 60-4.6.

Despite there being 45 openings in the Labor position, four openings in the Flagman position, seven openings in the Helper position, 20 openings in the Apprentice Electrician position, and 20 openings in the Plumber Helper position during the January 1, 2014 through January 31, 2016 time period, only three women were hired in the Labor position and two women were hired in the Flagman position. All other available jobs went to men, despite other female

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applicants for jobs and despite local recruitment services having qualified female applicants available.

REMEDY: BLDM must make good-faith efforts to meet the goals of the 6.9 percent overall workforce for females for all the construction crafts performed by BLDM, including, but not limited to, Labor, Flagman, Helper, Apprentice Electrician, and Plumber Helper. BLDM must maintain complete documentation of all good-faith efforts and make such documentation available to OFCCP upon request. Efforts will include, but will not be limited to, ongoing contacts with the following organizations, and any other organizations agreed to by BLDM and OFCCP, to seek their aid in identifying and referring qualified female applicants:

<p>(b) (6), (b) (7)(C)</p> <p>TASK Program Coordinator Office of Civil Rights Highway & Transportation Authority G.P.O Box 42007 San Juan, PR 00940 Telephone: (787) 721-8787 ext.</p>	<p>(b) (6), (b) (7)(C)</p> <p>ADSEF, Associate Director P.O. Box 11218 San Juan, PR 00910 Telephone: (b) (6), (b) (7)(C)</p> <p>(b) (6), (b) (7)(C)</p>
<p>(b) (6), (b) (7)(C)</p>	<p>(b) (6), (b) (7)(C)</p> <p>ADSEF, Supervisor Region de Caguas E-mail: (b) (6), (b) (7)(C)</p>

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- VIOLATION:** During the period of January 1, 2014 through January 31, 2016, BLDM failed to direct its recruitment efforts, both oral and written, for its Labor, Flagman, Helper, Apprentice Electrician, and Plumber Helper construction trades, to female recruitment and training organizations serving BLDM's recruitment area and employment needs as required by the 2013 Agreement and 41 C.F.R. § 60-4.3(a)(7)(i).

Analysis of BLDM's recruitment and hiring efforts and practices from January 1, 2014 through January 31, 2016 shows that BLDM failed to recruit and hire women into Labor, Flagman, and Helper positions, and failed to recruit females into Apprentice Electrician and Plumber Helper positions by misrepresenting the qualifications for these two positions when it contacted recruitment sources asking for applicants for these positions.

REMEDY: BLDM must direct its recruitment efforts, both oral and written, to female recruitment and training organizations serving BLDM's recruitment area and employment needs no later than one month prior to the date for the acceptance of applications, including, but not limited to applications for Labor, Flagman, Helper, Apprentice Electrician, and Plumber Helper positions. BLDM must send written notification to female and community organizations, including those below, describing the openings, including, but not limited, to openings for

Labor, Flagman, Helper, Apprentice Electrician, and Plumber Helper positions, as well as screening procedures and tests to be used in the selection process, if applicable.

<p>(b) (6), (b) (7)(C)</p> <p>TASK Program Coordinator Office of Civil Rights Highway & Transportation Authority G.P.O Box 42007 San Juan, PR 00940 Telephone: (787) 721-8787 ext. (b) (6), (b) (7)(C)</p>	<p>(b) (6), (b) (7)(C)</p> <p>ADSEF, Associate Director P.O. Box 11218 San Juan, PR 00910 Telephone: (b) (6), (b) (7)(C) (b) (6), (b) (7)(C)</p>
	<p>Ms. Joan Alvarez Garcia ADSEF, Supervisor Region de Caguas E-mail: (b) (6), (b) (7)(C)</p>

9. **VIOLATION:** During the period of January 1, 2014 through January 31, 2016, BLDM failed to encourage present female employees to recruit other women as required by the 2013 Agreement and 41 C.F.R. § 60-4.3(a)(7)(j).

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BLDM's progress report submitted pursuant to the 2013 Agreement indicates BLDM only spoke with one female employee to encourage her to refer other female candidates.

REMEDY: BLDM must encourage present female employees to recruit other women and, where reasonable, provide after school, summer, and vacation employment to female youth. Also, BLDM must document and maintain written records that identify the time and place of these discussions, persons attending, subject matter discussed, and the disposition of the subject matter.

PART IV: REPORTING REQUIRED

1. BLDM agrees to retain records pertinent to the violations cited in Part III above, and to the reports submitted in compliance with the paragraphs below. The records must be retained until the expiration of this Agreement or consistent with regulatory requirements, whichever is later.
2. BLDM agrees that as part of OFCCP's review of BLDM's compliance with this Agreement, OFCCP may conduct a full construction compliance evaluation of BLDM at any time that this Agreement is in effect.
3. BLDM agrees to furnish OFCCP with five progress reports. BLDM must send each report to the following address:

U.S. Department of Labor

Office of Federal Contract Compliance Programs
Attention: Eunsook Kim, Assistant District Director
26 Federal Plaza, Rm 26-116
New York, NY 10278-0002

4. The first report is due on March 1, 2018 and must include documentation of monetary relief provided to all Eligible Class Members. The documentation shall include copies of all signed Releases, Information Verification and Employment Interest Forms, and canceled checks disbursed by BLDM to Eligible Class Members.
5. The second report will cover the period of March 1, 2017 through February 28, 2018 and is due on March 15, 2018. The second report must include:
 - a. Documentation of all Eligible Class Members who were offered and/or hired into Labor, Flagman, Helper, Apprentice Electrician, and Plumber Helper positions. The documentation must include all written job offers extended to Eligible Class Members; a list of the names of hired Eligible Class Members; a list of the names of Eligible Class Members who were offered positions but declined the offer or did not appear for work; and for each Eligible Class Member offered a position, the date of hire or decline of position, the rate of pay, date of termination, if any, and reason for termination, if applicable;
 - b. BLDM's job descriptions for the Labor, Flagman, Helper, Apprentice Electrician, and Plumber Helper positions;
 - c. All of BLDM's recruitment and advertising materials for the Labor, Flagman, Helper, Apprentice Electrician, and Plumber Helper positions;
 - d. Documentation of BLDM's efforts to recruit qualified females for all the construction crafts performed by BLDM, including, but not limited to, Labor, Flagman, Helper, Apprentice Electrician, and Plumber Helper;
 - e. Copies of all correspondence sent to and received from the recruitment sources identified in this Agreement or any other recruitment sources used by BLDM to recruit female job applicants for all the construction crafts performed by BLDM, including, but not limited to, Labor, Flagman, Helper, Apprentice Electrician, and Plumber Helper;
 - f. Documentation of BLDM's efforts to encourage present female employees to recruit other female trade persons. This documentation must include the time and place of these discussions, persons attending, and the subject matter discussed;
 - g. A description of: (i) BLDM's review and update to its job description for the Labor, Flagman, Helper, Apprentice Electrician, and Plumber Helper

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positions; (ii) BLDM's review and update to its recruitment material for the Labor, Flagman, Helper, Apprentice Electrician, and Plumber Helper position; (iii) BLDM's review of each step in its recruitment and hiring process for the Labor, Flagman, Helper, Apprentice Electrician, and Plumber Helper positions; and (iv) BLDM's process for ensuring all recruitment and hiring process are uniformly applied to all applicants;

- h. Documentation verifying that BLDM provided training on BLDM's updated job description and recruitment material, as well its recruitment selection procedures to all individuals involved in recruiting or selecting applicants for the Labor, Flagman, Helper, Apprentice Electrician, or Plumber Helper positions. This documentation must include, but not be limited to: copies of training agendas; materials used or distributed in the training; documents reflecting the signatures, printed names and positions of those in attendance; and documentation of date(s) and duration of the training session(s); and
- i. Applicant flow log data identifying all applicants for Labor, Flagman, Helper, Apprentice Electrician, or Plumber Helper positions during the reporting period specified above, including name, date of application, gender, referral source, final disposition, date of hire, and job title. For all applicants not selected, identify the reason for non-selection.

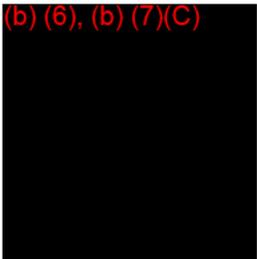
6. The third report will cover the period of March 1, 2018 through February 28, 2019 and is due on March 15, 2019. The third report must include:

- a. The documentation described above in paragraph 5(a) for the second progress report with respect to any additional Eligible Class Members offered or hired into a position pursuant to this Agreement;
- b. All of BLDM's recruitment and advertising materials for the Labor, Flagman, Helper, Apprentice Electrician, and Plumber Helper positions;
- c. Documentation of BLDM's efforts to recruit qualified females for all the construction crafts performed by BLDM, including, but not limited to, Labor, Flagman, Helper, Apprentice Electrician, and Plumber Helper;
- d. Copies of all correspondence sent to and received from the recruitment sources identified in this Agreement and any other recruitment sources used by BLDM to recruit female job applicants for all the construction crafts performed by BLDM, including, but not limited to, Labor, Flagman, Helper, Apprentice Electrician, and Plumber Helper;
- e. Documentation of BLDM's efforts to encourage present female employees to recruit other female trade persons. This documentation must include the time and place of these discussions, persons attending, and the subject matter discussed; and

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- f. Applicant flow log data identifying all applicants for Labor, Flagman, Helper, Apprentice Electrician, or Plumber Helper positions during the reporting period specified above, including name, date of application, gender, referral source, final disposition, date of hire, and job title. For all applicants not selected, identify the reason for non-selection.
7. The fourth report will cover the period of March 1, 2019 through February 29, 2020 and is due on March 16, 2020. The fourth report must include:
- a. The documentation described above in paragraph 5(a) for the second progress report with respect to any additional Eligible Class Members offered or hired into a position pursuant to this Agreement;
 - b. All of BLDM's recruitment and advertising materials for the Labor, Flagman, Helper, Apprentice Electrician, and Plumber Helper positions;
 - c. Documentation of BLDM's efforts to recruit qualified females for all the construction crafts performed by BLDM, including, but not limited to, Labor, Flagman, Helper, Apprentice Electrician, and Plumber Helper;
 - d. Copies of all correspondence sent to and received from the recruitment sources identified in this Agreement and any other recruitment sources used by BLDM to recruit female job applicants for all the construction crafts performed by BLDM, including, but not limited to, Labor, Flagman, Helper, Apprentice Electrician, and Plumber Helper;
 - e. Documentation of BLDM's efforts to encourage present female employees to recruit other female trade persons. This documentation must include the time and place of these discussions, persons attending, and the subject matter discussed; and
 - f. Applicant flow log data identifying all applicants for Labor, Flagman, Helper, Apprentice Electrician, or Plumber Helper positions during the reporting period specified above, including name, date of application, gender, referral source, final disposition, date of hire, and job title. For all applicants not selected, identify the reason for non-selection.
8. The fifth report will cover the period of March 1, 2020 through February 28, 2021 and is due on March 15, 2021. The fifth report must include:
- a. The documentation described above in paragraph 5(a) for the second progress report with respect to any additional Eligible Class Members offered or hired into a position pursuant to this Agreement;
 - b. All of BLDM's recruitment and advertising materials for the Labor, Flagman, Helper, Apprentice Electrician, and Plumber Helper positions;

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- c. Documentation of BLDM's efforts to recruit qualified females for all the construction crafts performed by BLDM, including, but not limited to, Labor, Flagman, Helper, Apprentice Electrician, and Plumber Helper;
- d. Copies of all correspondence sent to and received from the recruitment sources identified in this Agreement and any other recruitment sources used by BLDM to recruit female job applicants for all the construction crafts performed by BLDM, including, but not limited to, Labor, Flagman, Helper, Apprentice Electrician, and Plumber Helper;
- e. Documentation of BLDM's efforts to encourage present female employees to recruit other female trade persons. This documentation must include the time and place of these discussions, persons attending, and the subject matter discussed; and
- f. Applicant flow log data identifying all applicants for Labor, Flagman, Helper, Apprentice Electrician, or Plumber Helper positions during the reporting period specified above, including name, date of application, gender, referral source, final disposition, date of hire, and job title. For all applicants not selected, identify the reason for non-selection.

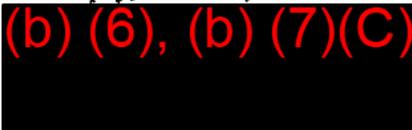
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PART V: SIGNATURES

This Conciliation Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and Bermudez Longo Diaz-Masso, LLC, Road 845 Km 0.5 Cupey, San Juan, PR.

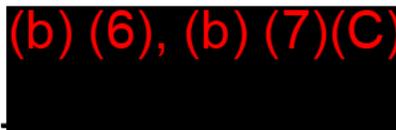
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Francisco Diaz-Masso,
President & CEO
Bermudez Longo Diaz-Masso, LLC

DATE: 2/9/17

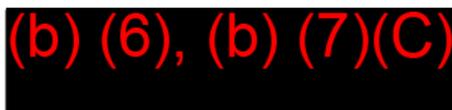
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Eunsook Kim
Assistant District Director
New York District Office - OFCCP

DATE: 2/13/17

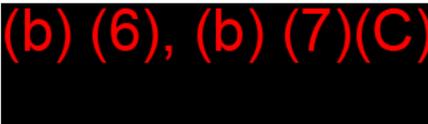
(b) (6), (b) (7)(C)



Konrad Batog
District Director
New York District Office - OFCCP

DATE: 2/13/17

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

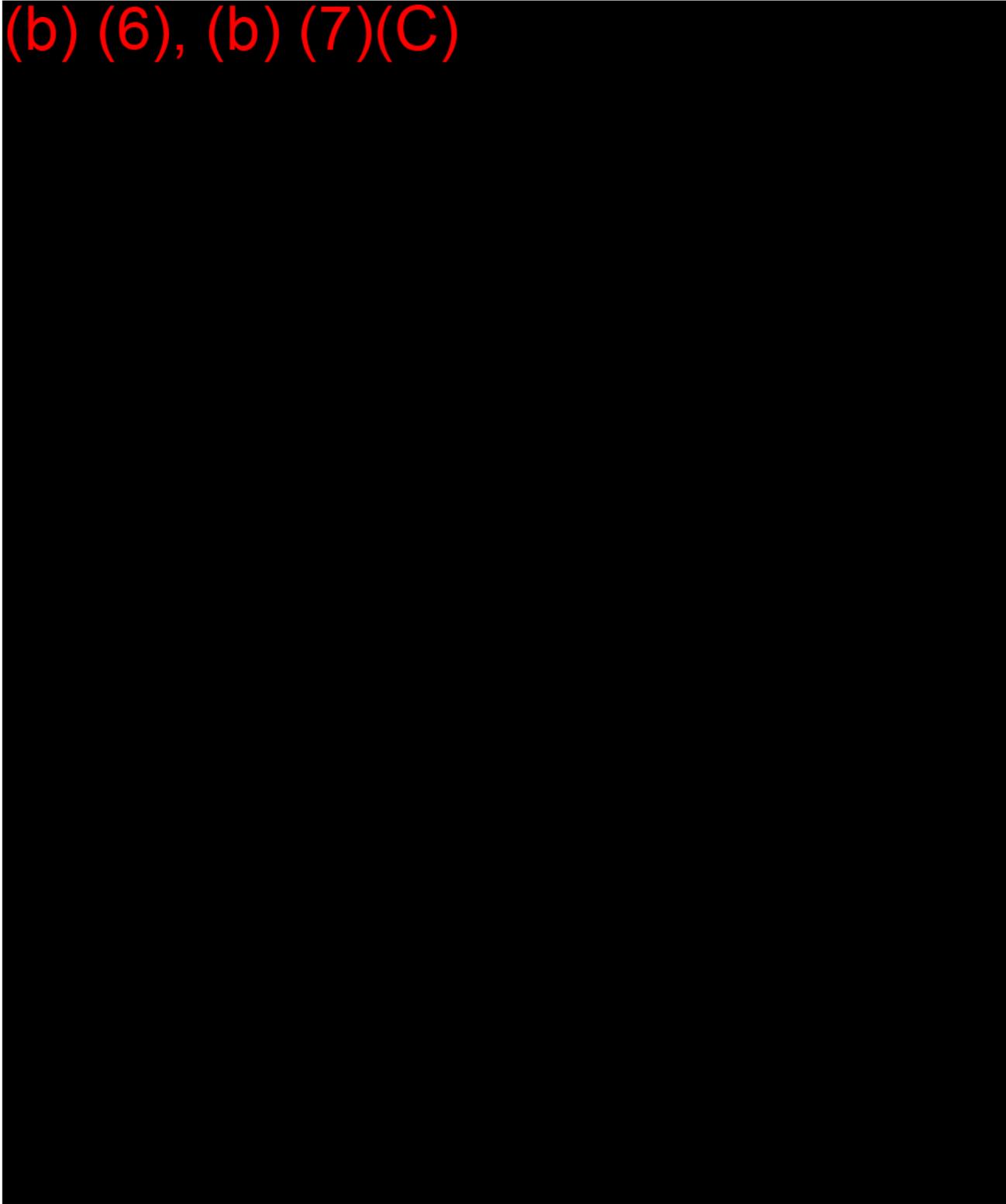


Diana Sen
Northeast Regional Director - OFCCP

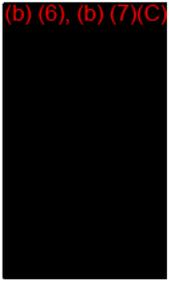
DATE: 2/15/17

ATTACHMENT A – LIST OF FEMALE CLASS MEMBERS

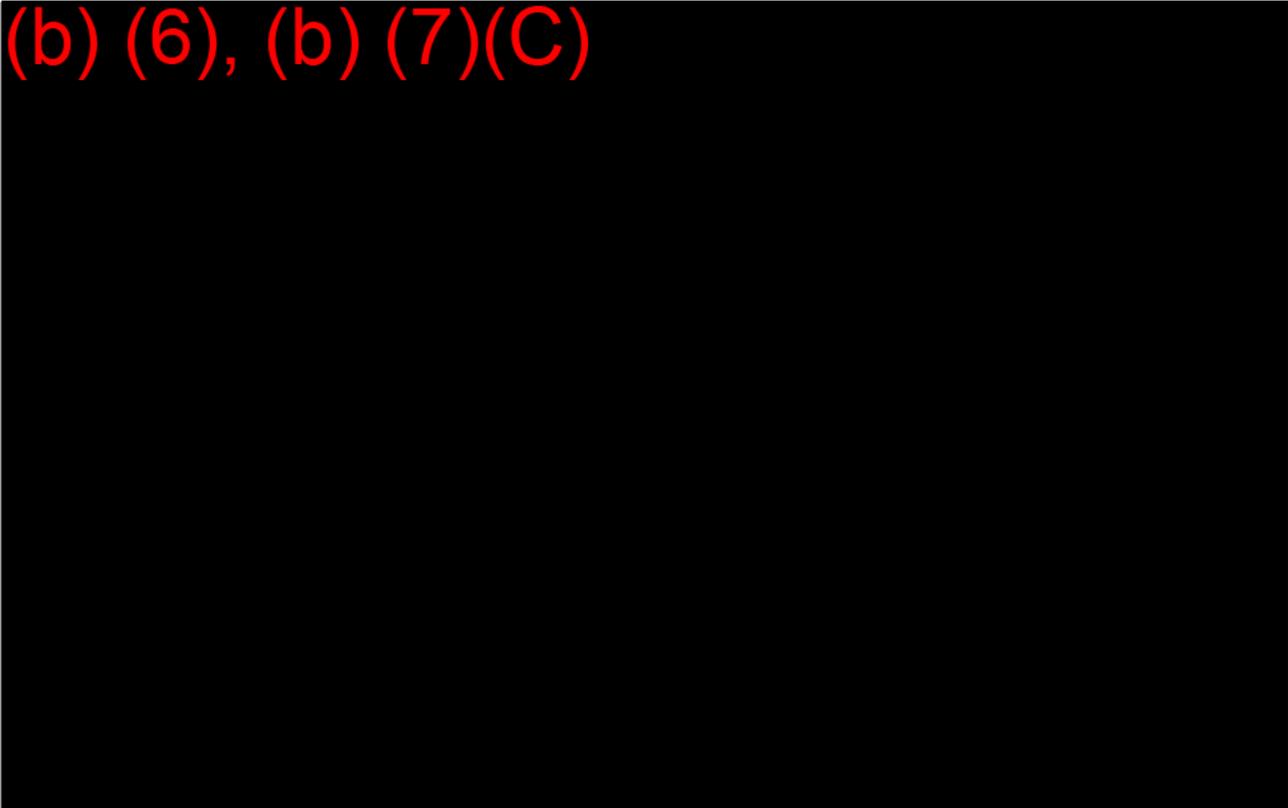
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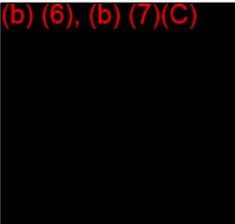
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(b) (6), (b) (7)(C)



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



ATTACHMENT B - NOTICE TO CLASS MEMBER

[Bermudez Longo Diaz-Masso, LLC's Letterhead]

[Date]

[Female Class Member Name]

[Street]

[City, State, Zip]

Bermudez Longo Diaz-Masso, LLC (hereinafter "BLDM") and the U.S. Department of Labor's Office of Federal Contract Compliance Programs (OFCCP) have entered into a Conciliation Agreement (hereinafter "Agreement") to resolve alleged disparities in hiring for Labor, Flagman, Helper, Apprentice Electrician, and Plumber Helper positions during the period of January 1, 2014 to January 31, 2016. You have been identified as an individual who was affected by these disparities during this time period.

As part of this Agreement, you are eligible to receive a distribution of at least \$3,870.96, less lawful payroll deductions. Under the terms of this Agreement, it may take up to 8 months from the date of this letter before you receive your distribution. In order to be eligible for payment, you must fully complete, sign, and return the enclosed (1) Information Verification and Employment Interest Form, (2) Release of Claims, and (3) Form W-4 within **30 DAYS** of this letter's postmark date to:

[BLDM Representative Name and Address]

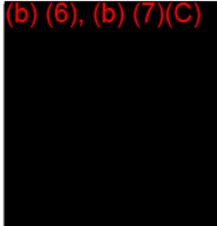
You may use the enclosed postage-paid return envelope to return the completed and signed forms.

In addition to the monetary distribution, as part of the Agreement, BLDM may extend a job offer to you. Therefore, if you are interested in employment with BLDM, please indicate so on the enclosed Information Verification and Employment Interest Form. It is not certain that you will receive a job offer. You must fully complete, sign, and return the enclosed (1) Information Verification and Employment Interest Form and (2) Release of Claims within **30 DAYS** of this letter's postmark to be considered for employment with BLDM. Offers will be made in chronological order based on the date when the attached completed forms are received by BLDM.

By entering into the Agreement, BLDM has not admitted, nor has there been any adjudicated finding that BLDM violated any laws. BLDM has entered into the Agreement for its convenience and to resolve the matter without further legal proceeding.

If you have any questions, you may call [BLDM designated person] or OFCCP Assistant District Director Manuel Garcia at 212-264-7742. Your call will be returned as soon as possible.

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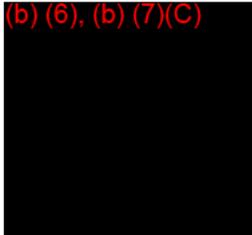


IF YOU FAIL TO FULLY COMPLETE AND RETURN THE ENCLOSED FORMS TO BLDM WITHIN 30 DAYS OF THE DATE THE ENVELOPE CONTAINING THIS NOTICE WAS POSTMARKED, YOU WILL NOT BE ELIGIBLE TO RECEIVE A PAYMENT OR BE CONSIDERED FOR A JOB OFFER.

Sincerely,

Francisco Diaz-Masso
President & CEO
Bermudez Longo Diaz-Masso, LLC
Road 845 Km 0,5 Cupey
San Juan, PR 00926-4265

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

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ATTACHMENT C - RELEASE

Release of Claims

In consideration of the net payment of at least \$3,870.96 to me (less deductions required by law) by Bermudez Longo Diaz-Masso, LLC (hereinafter "BLDM") made pursuant to a conciliation agreement entered into between BLDM and the U.S. Department of Labor Office of Federal Contract Compliance Programs (OFCCP), I agree to the following:

1. I hereby waive, release and forever discharge BLDM, its predecessors, related entities, subsidiaries, and organizations, and its and their 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 not being hired by BLDM between January 1, 2014 and January 31, 2016.
2. I understand that BLDM denies that it treated me unlawfully or unfairly in any way and that BLDM entered into a conciliation agreement with OFCCP in the spirit of conciliation and to bring closure and resolve the matter without further legal proceeding. I agree that the payment of the aforesaid sum by BLDM to me or BLDM's job offer to me is not to be construed as an admission of any liability by BLDM.
3. I understand that this Release of Claims is a legal document, and I declare that I have read this Release of Claims and that I have had a full opportunity to consider and understand its terms and to consult with my advisors. I further declare that I have decided of my own free will to sign this Release.
4. I understand that if I do not sign this Release and return it to [BLDM representative and address] within 30 days of the date the envelope containing this Release of Claims was postmarked, I will not be entitled to receive the above-referenced payment or a job offer.

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

Name

Signature

Date

ATTACHMENT D – INFORMATION VERIFICATION AND EMPLOYMENT INTEREST FORM

You must complete this form and a Form W-4 in order to be eligible for the monetary settlement under the terms of the conciliation agreement entered into between Bermudez Longo Diaz-Masso, LLC (hereinafter "BLDM") and the U. S. Department of Labor Office of Federal Contract Compliance Programs (OFCCP).

Please print legibly, except for the signature.

Name: _____

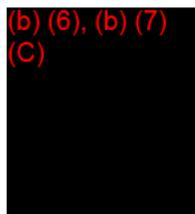
Telephone Number: _____

I confirm that the address on the cover letter is correct.

The address on the cover letter is not correct. My correct address is:

Address: _____

You must notify BLDM at the address below if your address changes within the next twelve months.



Please check whether you are currently interested in employment for the positions of Labor, Flagman, Helper, Apprentice Electrician, or Plumber Helper with BLDM. If you complete the above address verification and sign the attached Release of Claims, you will receive a monetary distribution whether or not you are interested in employment.

____ Yes, I am interested in employment as a Labor, Flagman, Helper, Apprentice Electrician, and/or Plumber Helper with BLDM.

____ No, I am not currently interested in employment with BLDM.

You must return this form and the Form W-4 within 30 DAYS of the envelope's postmark date to:

[BLDM representative and address]

I certify the above as true and correct.

Signature Date