

CONCILIATION AGREEMENT

Between

THE U. S. DEPARTMENT OF LABOR
OFFICE OF FEDERAL CONTRACT COMPLIANCE PROGRAMS

and

FORT MYER CONSTRUCTION CORPORATION
2237 33rd STREET, N.E.
WASHINGTON, DC 20018

PART I. PRELIMINARY STATEMENT

The Office of Federal Contract Compliance Programs (“OFCCP”) evaluated Fort Myer Construction Corporation’s (“Fort Myer”) facility located at 2237 33rd Street, N.E., Washington, DC 20018 and found that Fort Myer was not in compliance with the Executive Order 11246, as amended (“E.O. 11246”), and its implementing regulations at 41 C.F.R. Sections 60-1, 60-2, and 60-3. OFCCP notified Fort Myer of the specific violations found and the corrective actions required in a Notice of Violations issued on September 22, 2017. Fort Myer believes that it was and is in compliance with laws and regulations. OFCCP agrees that its compliance evaluation is final and complete. 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 Fort Myer enter this contract (“Conciliation Agreement” or “Agreement”) and agree to all the terms stated below.

PART II. GENERAL TERMS AND CONDITIONS

1. In exchange for Fort Myer’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 based on the alleged 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 Fort Myer violates this Agreement. Nothing in this Agreement precludes OFCCP from initiating enforcement proceedings based on future compliance evaluations or complaint investigations.
2. Fort Myer 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. Fort Myer will permit access to its premises during normal business hours for these purposes and will provide OFCCP with all reports and documents requested.

3. Fort Myer understands that nothing in this Agreement relieves Fort Myer 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, 38 U.S.C. § 4212 (“VEVRAA”), their implementing regulations, and other applicable equal employment laws.
4. Fort Myer 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 Mid-Atlantic 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 Fort Myer submits the final progress report required in Part IV, below, unless OFCCP notifies Fort Myer in writing prior to the expiration date that Fort Myer has not fulfilled all of its obligations under the Agreement, in which case the Agreement is automatically extended until the date that OFCCP determines Fort Myer has met all of its obligations under the Agreement.
10. If Fort Myer violates this Conciliation Agreement,
 - A. The procedures set forth at 41 C.F.R. § 60-1.34 will govern:
 - 1) If OFCCP believes that Fort Myer violated any term of the Agreement while it was in effect, OFCCP will send Fort Myer a written notice stating the alleged violations and summarizing any supporting evidence.
 - 2) Fort Myer 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 Fort Myer 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. Fort Myer may be subject to the sanctions set forth in Section 209 of the Executive Order and other appropriate relief for violation of this Agreement.

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

PART III. SPECIFIC VIOLATIONS AND REMEDIES

1. ALLEGED VIOLATION: At least as of January 1, 2015, OFCCP found that Fort Myer is not in compliance with the nondiscrimination requirements of the equal opportunity clause of E.O. 11246 § 202 and 41 C.F.R. § 60-1.4(a)(1). OFCCP's analysis of Fort Myer's hiring process has led OFCCP to conclude that Fort Myer discriminated against African-American applicants on the basis of their race in hiring for Skilled Laborer positions. Specifically, during the period January 1, 2015 through December 31, 2015, Fort Myer's failure to apply its selection criteria uniformly for all applicants resulted in a statistically significant difference in the rates at which African-Americans were hired into Skilled Laborer positions.

REMEDY: Fort Myer has modified the selection procedures that were reviewed by OFCCP to ensure that there is not discrimination against African-American applicants for Skilled Laborer positions, as required by 41 C.F.R. § 60-1.4(a). Fort Myer's modified selection procedures will be implemented to ensure that selection criteria are applied uniformly and the hiring decisions for the Skilled Laborer positions are made in a non-discriminatory manner. In addition, Fort Myer agrees to take the following actions:

A. Notice: Within 15 calendar days of the Effective Date of this Agreement, Fort Myer must notify the African-American applicants shown on Attachment A ("Class Members") of the terms of this Agreement by mailing by first-class mail to each individual in the affected class the Notice to Affected Applicants, Claim Form, Release of Claims Under Executive Order 11246, and a postage paid return envelope. Fort Myer will notify OFCCP of all letters returned as undeliverable on a weekly basis. In addition, within 15 days after expiration of the response deadline set out in the Claim Form, Fort Myer will provide OFCCP with a list of the individuals in the affected class and their contact information who have not yet responded to the Notice to Affected Applicants and/or have not returned a signed Claim Form. OFCCP will then attempt to obtain and provide updated addresses to Fort Myer within 15 days of receiving the list from Fort Myer. Fort Myer agrees to mail by certified mail, return receipt requested, a second Notice to Affected Applicants, Claim Form, Release of Claims Under Executive Order 11246, and a postage-paid return envelope to all individuals for whom updated addresses were obtained within 15 days of receiving the updated addresses.

- B. Eligibility: All members of the affected class (listed on Attachment A) who complete, sign, and return the Claim Form and Release of Claims Under Executive Order 11246 within 45 days of the postmarked date on the envelope containing the first or second Notice to Affected Applicants and Claim Form (“Eligible Class Members”) will receive an equal share of the monetary settlement and, if indicating an interest in employment, will be eligible to be considered for a job pursuant to this Agreement. If an individual receives, but does not return, the Claim Form and Release of Claims Under Executive Order 11246 to Fort Myer within 45 days of the postmarked date on the envelope containing the first or second Notice to Affected Applicants and Claim Form, he or she will no longer be entitled to a payment or consideration for a job under this Agreement.

Within 15 days of the latest response deadline set out in the Claim Form, Fort Myer will provide OFCCP with a list of the Eligible Class Members (individuals who returned the Claim Form and the Release of Claims Under Executive Order 11246 by the deadline). Within 15 days after receiving the list, OFCCP will approve the final list of Eligible Class Members or discuss with Fort Myer any issues necessary to finalize the list, such as inclusion or exclusion of certain individuals.

All Eligible Class Members are entitled to their share of the monetary settlement regardless of whether they are interested in employment with Fort Myer.

- C. Monetary Settlement: Fort Myer agrees to distribute \$108,870.12 (\$107,189.59 in back pay and \$1,680.53 in interest), less legal deductions required by law from back pay only (such as federal, state and/or local taxes and the Eligible Class Members’ share of FICA taxes), in equal shares among all Eligible Class Members on the final approved list. Fort Myer will pay the Internal Revenue Service (“IRS”) the employer’s share of social security withholdings and will mail each Eligible Class Member 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. Fort Myer will disburse the monetary settlement within 15 calendar days after OFCCP approves the final list of Eligible Class Members.

Within five calendar days of Fort Myer’s receipt of a check to an Eligible Class Member returned as undeliverable, Fort Myer will notify OFCCP of this fact via e-mail sent to District Director Tom G. Wells (b) (6), (b) (7)(C) [@dol.gov](mailto:tom.g.wells@dol.gov)). OFCCP will attempt to locate the Eligible Class Member and, if OFCCP obtains an alternate address, Fort Myer will re-mail the check within 5 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 Eligible Class Member will be void. With respect to any uncashed funds, Fort Myer will make a second distribution to all Eligible Class Members who cashed their first check by mailing checks in equal amounts within 15 calendar days.

- D. Employment: As positions become available, Fort Myer will consider qualified Eligible Class Members not currently employed by Fort Myer who express interest in employment with Fort Myer until eight Eligible Class Members are hired as Skilled Laborers or the list of Eligible Class Members expressing interest in employment is

exhausted, whichever occurs first. Any employment offer made to an Eligible Class Member by Fort Myer will be sent by certified mail, return receipt requested.

Eligible Class Members will be allowed at least two weeks to report for work after receiving a written job offer from Fort Myer. The Eligible Class Members hired into Skilled Laborer positions pursuant to this Agreement must be paid the current wage rate for the Skilled Laborer position and must be provided with the same benefits and opportunity to earn overtime and shift differentials as other Skilled Laborer employees. In addition, all Eligible Skilled Laborer Class Members hired must have retroactive seniority using the original application as their hire date for all purposes, including job retention, job bidding, and benefits.

It is further recognized and agreed that Fort Myer has undertaken efforts to extend employment offers to Eligible Class Members before this Agreement was finalized in order to afford the maximum number of employment opportunities in 2018. Any Eligible Class Members who were contacted within 45 days prior to the signature of this Agreement and who received an employment offer for a Skilled Laborer position by Fort Myer shall be included in meeting Fort Myer's obligations under this Agreement, Part III.D.

E. Revised Hiring Process

- 1) Eliminate Alleged Discriminatory Selection Procedures: Fort Myer has modified its hiring procedures and does not use any selection procedures that result in adverse impact, as defined in 41 C.F.R. § 60-3.4D, against African-Americans. Fort Myer agrees to comply with all OFCCP regulations concerning selection procedures, including 41 C.F.R. Part 60-3. Fort Myer will not use any selection procedure that has an adverse impact on applicants of a particular race unless it properly validates the procedure according to these regulations.
- 2) Review and Revision of Hiring Process: Fort Myer has revised, in writing, the practices, policies, and procedures it uses to select applicants for Skilled Laborer positions ("Revised Hiring Process"). Specifically, by June 30, 2018 Fort Myer had:
 - a) created a job description and selection process for Skilled Laborer positions which describe the essential functions; the minimum qualifications including required skills and certifications; and the criteria used in each step of the hiring process, including any application screens, interviews, tests, credit checks, review of criminal history, reference checks, testing, or other selection procedure;
 - b) developed specific, job-related qualification standards for Skilled Laborers that reflect the duties, functions, and competencies of the position to minimize the potential for race stereotyping or other unlawful discrimination;
 - c) ensured all policies and qualification standards are uniformly applied to all applicants; and

- d) listed clearly on its recruiting materials and job postings the minimum qualifications, including required skills and certifications.
- 3) Recordkeeping and Retention: By June 30, 2018 Fort Myer had written and implemented procedures to ensure that applicants are tracked and decisions are documented at each step in the hiring process. Fort Myer had written and implemented procedures to ensure that documents are retained in accordance with 41 C.F.R. § 60-1.12(a) and Part 60-3.
- 4) Training: Within 90 calendar days of the Effective Date of this Agreement, Fort Myer will complete the training that has commenced for all individuals involved in any way in recruiting, selecting, and tracking applicants for Skilled Laborer positions on the Revised Hiring Process. The training includes instruction in: the proper implementation of the recruitment, tracking and selection procedures; neutral application of the specified qualifications and criteria that will be used at each step in the hiring process; the procedures to be used to document the decision made at each step in the hiring process; and the procedures to be used to ensure that documents are retained in accordance with 41 C.F.R. § 60-1.12(a) and Part 60-3. Fort Myer will meet with management and all individuals responsible for the selection process and review its equal employment obligations and nondiscrimination policies related to hiring. Specific attention will be directed to ensure that African-American applicants who benefit from the provisions of this agreement, are not retaliated against.
2. ALLEGED VIOLATION: At least as of January 1, 2015, Fort Myer failed to maintain and have available for each job records or other information showing whether the total selection process for that job had an adverse impact, as required by 41 CFR 60-3.15A.(2). Specifically, during the review period of January 1, 2015 through December 31, 2016, Fort Myer's use of multiple job titles for the same position, and its intermittent practice of considering and hiring applicants into positions other than the job they applied for, made it impossible to definitively determine the impact of its selection decisions.

REMEDY: Fort Myer will maintain and have available for each job records or other information showing whether the total selection process for each particular job had an adverse impact. Where a total selection process for a job has an adverse impact, Fort Myer will maintain and have available records or other information showing which components have an adverse impact.

3. ALLEGED VIOLATION: During the period January 1, 2015 through December 31, 2016, Fort Myer failed to ensure and maintain a working environment free of harassment, intimidation, threats and coercion, in violation of 41 CFR 60-1.4(a)(1); 41 CFR 60-1.32, and 41 CFR 60-4.3(a)7.a. In response, Fort Myer addressed these situations promptly by taking appropriate actions, up to and including termination of supervisory personnel.

REMEDY: Fort Myer will ensure and maintain a work environment free of harassment, intimidation, threats and coercion at all worksites and locations at which Fort Myer's employees are assigned to work.

- A. Prior to June 14, 2018, Fort Myer instituted a system whereby, when an employee is issued a disciplinary citation, a group of five company officials meet to discuss the matter and ensure the discipline is warranted and not based on any prohibited basis such as sex, race, or ethnicity. On June 30, 2018, Fort Myer held a training event that included a video and role-play exercises for all of its construction employees. This training informed employees of their right to work without retaliation, harassment, and reprisal and addressed what they should do if they are subjected to such treatment.
- B. Fort Myer agrees to monitor its work sites for the presence of any forms of harassment, intimidation, or coercion based on race, color, religion, sex, or national origin including, but not limited to, verbal, physical and visual forms; take corrective action to eliminate any such harassment, intimidation or coercion found; and document monitoring and any corrective actions taken.

Prior to June 14, 2018, employees were informed that they may file internal complaints directly with Fort Myer's human resources office, with the ombudsman who has been retained by Fort Myer, or by using a Fort Myer hotline that is highlighted on company posters. Fort Myer also employs a Spanish-speaking African-American who makes routine visits to job sites to monitor for the presence of harassment, intimidation, and coercion, and employees may also speak to him directly about concerns they have regarding the work environment.

- 1) Prior to June 14, 2018, Fort Myer conducted one hour of annual refresher training for each supervisor, manager, foreperson, superintendent, vice president, and crew leader and thirty minutes of refresher training for all other Fort Myer employees. The training must include at least Fort Myer's corporate-wide, zero-tolerance policy prohibiting harassment, intimidation, threats, retaliation, and coercion against employees at all jobsites. The first such training must be completed within 90 days of reaching agreement with OFCCP.
- 2) Fort Myer will continue to retain an external ombudsman ("Ombudsman") to receive and investigate complaints of harassment, intimidation, threats, retaliation, and coercion based on race, color, religion, gender, or national origin. The Ombudsman will have the ability, free from involvement by Fort Myer management, to process and investigate complaints and may not be supervised by any officer, partner, owner, director, manager, supervisor, or employee of Fort Myer. Upon the completion of any such investigation, as part of Fort Myer's retention agreement with the third party, the Ombudsman will provide Fort Myer's management a copy of his or her findings and recommendations for further action, if any. Fort Myer will distribute the contact information for the Ombudsman to all of its employees in English and Spanish and post and display in English and Spanish this contact information at each and every worksite where there are employees of Fort Myer. Furthermore, Fort Myer will include the Ombudsman's contact information in its zero-tolerance policy.

- 3) Fort Myer will include in all of its employment policies the name, job title, and telephone number of the Fort Myer official who is responsible and accountable for the company's EEO and affirmative action obligations, and a detailed description of the process for employees to make complaints to the Ombudsman concerning allegations of harassment, intimidation, or coercion based on race, color, religion, gender, or national origin.
4. ALLEGED VIOLATION: During the period of January 1, 2015 through December 31, 2016, Fort Myer failed to monitor work assignments and other employment practices to ensure that they did not have a discriminatory effect, as required by 41 CFR 60-4.3(a)7.m.

REMEDY: Fort Myer will ensure that work assignments and other employment practices do not have a discriminatory effect by continually monitoring the same. Fort Myer will take corrective actions for problems found during this monitoring process in the future.

PART IV. REPORTS REQUIRED

Fort Myer must submit the documents and reports described below to:

Tom G. Wells
District Director
U.S. Department of Labor
Office of Federal Contract Compliance Programs
Baltimore District Office
Two Hopkins Plaza, Suite 600
Baltimore, MD 21201

Fort Myer must submit two progress reports covering the period this Agreement is in effect. The first progress report will be due on or before January 31, 2019, and will cover the three-month period from October 1 through December 31, 2018. Fort Myer will submit the following in the first report.

1. Copies of the returned Claim and Release of Claims Under Executive Order 11246 forms for each Eligible Class Member;
2. Documentation of the monetary payment to all Eligible Class Members as specified in the Remedy to alleged Violation 1 above. The documentation must include the names of Eligible Class Members who were paid, and, for each Eligible Class Member, the number and the amount of the check and the date the check cleared the bank. Fort Myer must provide OFCCP with copies of all canceled checks upon request;
3. Documentation of specific hiring activity for Eligible Class Members who were hired as Skilled Laborers in accordance with this Agreement, including name, date of hire, job title hired into, rate of pay, and proof of retroactive seniority and benefits;

4. For Eligible Class Members who were considered for employment but were not hired, Fort Myer will provide the reason for non-placement along with all relevant documentation (e.g., documentation that the Eligible Class Member declined a job offer);
5. Information on hiring activity for the Skilled Laborer position during the reporting period, including an applicant flow and hire log to include applicant name, sex, race and ethnicity, referral source, date of application, position applied or considered for by job title, disposition, hire date (if applicable), job title hired into (if applicable), starting salary if hired, and reason for rejection of any African-American applicants (if applicable);
6. Documentation of any revisions made to Fort Myer's hiring process, including copies of revised procedures, the Skilled Laborer job description, the minimum qualifications including required skills and certifications for Skilled Laborer positions; and the criteria used in each step of the hiring process for Skilled Laborer positions;
7. Evidence of the training provided to all individuals involved in any way in recruiting, selecting, or tracking applicants for Skilled Laborer positions, including copies of the agenda and sign-in sheets from the training session(s);
8. The results of the impact ratio analysis for the Skilled Laborer job title and, specifically, a copy of Fort Myer's adverse impact calculations for race/ethnicity conducted on its hiring process during the reporting period. If the total selection process has an adverse impact, Fort Myer will provide evaluation of the individual components of the selection process for adverse impact and any actions taken in response to any identified adverse impact;
9. Evidence that Fort Myer monitors work assignments to ensure they do not have a discriminatory effect;
10. Documentation showing that Fort Myer provided equal employment opportunity rights and responsibilities training, including maintaining a work environment free of harassment, intimidation, threats and coercion, to all employees, including legal prohibitions against employment discrimination, and its commitment to diversity and nondiscrimination. This documentation will include, but not be limited to, information showing who provided the training, copies of meeting agenda(s), and sign-in sheets of the employees in attendance;
11. Documentation of any complaints of harassment, intimidation, threats, retaliation, or coercion based on race, color, sex, or national origin made by Fort Myer employees with either Fort Myer or the Ombudsman; and documentation of all actions taken by Fort Myer or the Ombudsman following such complaints;
12. Documentation of any reports made by the Ombudsman following a complaint of harassment, intimidation, threats, retaliation, or coercion based on race, color, sex, or national origin made against any Fort Myer employees; and
13. A proposed date for holding a discussion regarding the contents of the progress report.

The second report will be due on or before August 1, 2019 and will cover the six-month period from January 1 through June 30, 2019. Fort Myer will submit the following in the second report.

1. Documentation of the monetary payment to any additional Eligible Class Members as specified in the Remedy to Violation 1 above. The documentation must include the names of Eligible Class Members who were paid, and, for each Eligible Class Member, the number and the amount of the check and the date the check cleared the bank. Fort Myer must provide OFCCP with copies of all canceled checks upon request;
2. Documentation of specific hiring activity for Eligible Class Members who were hired as Skilled Laborers in accordance with this Agreement, including name, date of hire, job title hired into, rate of pay, and proof of retroactive seniority and benefits;
3. For Eligible Class Members who were considered for employment but were not hired, Fort Myer will provide the reason for non-placement along with all relevant documentation (e.g., documentation that the Eligible Class Member declined a job offer);
4. Information on hiring activity for the Skilled Laborer position during the reporting period, including an applicant flow and hire log to include applicant name, sex, race and ethnicity, referral source, date of application, position applied or considered for by job title, disposition, hire date (if applicable), job title hired into (if applicable), starting salary if hired, and reason for rejection of any female applicants (if applicable);
5. The results of the impact ratio analysis for the Skilled Laborer job title and, specifically, a copy of Fort Myer's adverse impact calculations for race/ethnicity conducted on its hiring process during the reporting period. If the total selection process has an adverse impact, Fort Myer will provide evaluation of the individual components of the selection process for adverse impact and any actions taken in response to any identified adverse impact;
6. Documentation showing that Fort Myer provided equal employment opportunity rights and responsibilities training, including maintaining a work environment free of harassment, intimidation, threats and coercion, to all employees, including legal prohibitions against employment discrimination, and its commitment to diversity and nondiscrimination. This documentation will include, but not be limited to, information showing who provided the training, copies of meeting agendas, and sign-in sheets of the employees in attendance;
7. Documentation of any complaints of harassment, intimidation, threats, retaliation, or coercion based on race, color, sex, or national origin made by Fort Myer employees with either Fort Myer or the Ombudsman; and documentation of all actions taken by Fort Myer or the Ombudsman following such complaints; and
8. Documentation of any investigations conducted by the Ombudsman following a complaint of harassment, intimidation, threats, retaliation, or coercion based on race, color, sex, or national origin made against any Fort Myer employees.

Fort Myer will retain all records and data pertinent to the violations resolved by this Agreement and/or used to prepare required reports until this Agreement expires or as long as required by OFCCP's regulations, whichever date occurs later.

PART V. SIGNATURES

This Conciliation Agreement is hereby executed by and between the OFCCP and Fort Myer Construction Corporation.

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

JOSE RODRIGUEZ
President
Fort Myer Construction Corporation

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

CHRISTOPHER KERNS
Vice President & Senior General Counsel
Fort Myer Construction Corporation

Date: 8/31/18

Date: 8/31/18

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

MICHELE HODGE
Regional Director
OFCCP Mid-Atlantic Region

Date: 8/31/18

**ATTACHMENT A
SKILLED LABORER CLASS MEMBERS**

No.	Last Name	First Name, Middle Initial
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You may be eligible to get money and a job because of a legal settlement between Fort Myer Construction Corporation and the U.S. Department of Labor.

We are writing to provide information about a legal settlement between the U.S. Department of Labor and Fort Myer Construction Corporation that may benefit you. This settlement involves claims of discrimination in hiring, and our records show that you may be one of the applicants covered by the settlement. If you take the steps described in this Notice by the deadline below, you may be eligible for a payment of back wages and/or a job with Fort Myer Construction Corporation.

ARE YOU AFFECTED?

African-American applicants who applied and were not hired for Skilled Laborer positions at Fort Myer between January 1, 2015 and December 31, 2015, are covered by this settlement.

WHAT IS THIS SETTLEMENT ABOUT?

The U.S. Department of Labor's Office of Federal Contract Compliance Programs (OFCCP) conducted a review of Fort Myer's hiring practices during the period of January 1, 2015 through December 31, 2015. OFCCP is the government agency responsible for enforcing the nondiscrimination and equal employment opportunity through affirmative action requirements that apply to federal contractors. OFCCP issued a Notice of Violation alleging that Fort Myer discriminated against African-American applicants in hiring for Skilled Laborer positions during the period of January 1, 2015 through December 31, 2015. Fort Myer denies those claims. Ultimately, OFCCP and Fort Myer have agreed to resolve the issue through a Conciliation Agreement. A Conciliation Agreement is a legal document that explains the terms of an agreement to settle a Notice of Violation issued by OFCCP.

As a result, Fort Myer agreed to pay affected African-American applicants back wages and make job offers.

WHAT DOES THIS MEAN FOR YOU?

Because you applied for a Skilled Laborer position during the relevant time frame, and were not hired, this settlement may provide you with some specific benefits:

- (1) **You may be eligible to receive a payment of at least \$1,674.92** (before taxes). This amount represents your share of back wages and other payments Fort Myer is making

to settle the lawsuit. The final amount you will receive will be reduced by deductions for items such as income tax withholding and Social Security contributions.

- (2) **You may be eligible for a job offer.** Fort Myer will be making job offers for Skilled Laborer positions to some of the individuals receiving this notification. It is not guaranteed that you will receive a job offer. If you are interested in a job with Fort Myer, please express your interest on the enclosed Claim Form.

To get these benefits, you will need to release or agree to give up certain legal claims, and sign the enclosed Claim and Release forms.

WHAT IS YOUR NEXT STEP?

You should read this Notice, the Claim and Release forms, and any other information you received from the U.S. Department of Labor or Mr. Charles Conkling of Fort Myer Construction Corp.

Please do not ignore these forms or throw them away. Otherwise, you could miss an opportunity to receive money and a job with Fort Myer.

To be eligible for a payment and job, you must complete, sign, and return **both** the following enclosed forms, (1) the Claim Form and (2) the "Release of Claims Under Executive Order 11246" form by October 31, 2018. Send your completed and signed forms to:

Mr. Charles Conkling
Fort Myer Construction Corp.
2237 33rd Street, N.E.
Washington, DC 20018

The forms must be postmarked or delivered by October 31, 2018.

You may receive some or all of these benefits only if these forms confirm that you are one of the individuals covered by the settlement. After correct completion and submission of these forms, a final decision will be made about your eligibility.

If you fail to return both of the required forms by the deadline, or if your forms do not verify your eligibility, you will not be eligible to receive any money, consideration for job opportunities, or any other benefits that are available to you by the settlement.

HOW CAN YOU GET MORE INFORMATION?

If you have any questions, you may contact Compliance Officer (b) (7)(C), (b) (6) (b) (7)(C), or Compliance Officer (b) (7)(C), (b) (6) (b) (6). You can also visit the U.S. Department of Labor Web site about this case at www.dol.gov/ofccp/cml.

Claim Form – Affected Applicants

PLEASE CAREFULLY READ THE ENCLOSED NOTICE BEFORE COMPLETING THIS CLAIM FORM.

INSTRUCTIONS FOR FILING A CLAIM TO BE CONSIDERED FOR MONEY (BACK WAGES) AND/OR A JOB OFFER FROM THE SETTLEMENT

DEADLINE TO RESPOND IS OCTOBER 31, 2018

You may be eligible for a money payment from the settlement and you can express interest in a job offer. You can receive a money payment even if you do not express interest in a job.

To receive benefits (such as money or a job offer), you must complete and return this Claim Form and the enclosed Release Form. Both must be postmarked or delivered on or before October 31, 2018, to:

Mr. Charles Conkling
Fort Myer Construction Corp.
2237 33rd Street, N.E.
Washington, DC 20018

If you do not submit a completed Claim Form and Release Form on or before October 31, 2018, then your claim will not be on time and **you will not receive any money from this settlement and you cannot be considered for a job offer from this settlement.**

Enclosed is a stamped, pre-addressed envelope you can use.

This Claim Form will only be used for the following purposes:

- (1) To confirm important information we need in order to make sure you are eligible to receive money under this settlement and process your payment, and
- (2) To allow you to express interest in the jobs being offered as a result of the settlement.

NOTE: This notice is only for the person it was sent to and cannot be transferred or used by another person who is not part of the settlement.

Step 1: Please provide the following contact information to process your payment (please PRINT legibly).

First Name: _____ Last Name _____

Any other names you have used: _____

Home Phone: _____

Cell Phone: _____

Email Address: _____

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: _____

Please provide the last four digits of your Social Security Number: ____ _

The last four digits of your Social Security Number are required in order to process your payment for tax purposes. Your Social Security Number will not be used for any other purpose.

Notify us at the address below if your address changes, or contact us if you have any questions about this claim form, the notice, or the settlement.

**Mr. Charles Conkling
Fort Myer Construction Corp.
2237 33rd Street, N.E.
Washington, DC 20018
Phone: (202) 636-9535, ext. 2406
Email: cconkling@fortmyer.com**

Step 2: Inform us if you are interested in a position:

- Yes, I am still interested in a Skilled Laborer position with Fort Myer Construction Corp.
- No, I am not currently interested in a Skilled Laborer position with Fort Myer Construction Corp.
- I am currently employed by Fort Myer Construction Corp.

Step 3: Sign and return along with the Release Form.

I certify the above as true and correct.

Signature

Date

RELEASE OF CLAIMS UNDER EXECUTIVE ORDER 11246

PLEASE CAREFULLY READ THE ENCLOSED NOTICE BEFORE COMPLETING THIS RELEASE. YOU MUST RETURN A SIGNED RELEASE TO RECEIVE MONEY AND/OR A POTENTIAL JOB OFFER FROM THE SETTLEMENT.

This Release of Claims under Executive Order 11246 ("Release") is a legal document. This document states that in return for Fort Myer Construction Corporation ("Fort Myer") providing you with money and/or a potential job offer, you agree that you will not file any lawsuit against Fort Myer for allegedly violating Executive Order 11246 in connection with failure to hire African-American applicants for Skilled Laborer positions. It also says that Fort Myer 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 and/or a potential job offer.

In consideration of the payment of at least \$1,674.92 (less deductions required by law) and/or a potential job offer for a Skilled Laborer position by Fort Myer to me, which I agree is acceptable, I agree to the following:

I.

I hereby waive, release and forever discharge Fort Myer, its predecessors, successors, related entities, parents, subsidiaries, affiliates and organizations, and its and their shareholders, owners, 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 failure to hire African-American applicants for Skilled Laborer positions during the period of January 1, 2015 through December 31, 2015.

II.

I understand that Fort Myer denies that it treated me unlawfully or unfairly in any way and that Fort Myer 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 and/or a potential job offer described above to resolve without further legal proceedings all issues related to OFCCP's compliance review of Fort Myer initiated on November 20, 2015. I further agree that the payment of the aforesaid sum and/or a potential job offer by Fort Myer to me is not to be construed as an admission of any liability by Fort Myer.

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.

I understand that if I do not sign this Release and return it to Mr. Charles Conkling at Fort Myer Construction Corp. such that it is received by October 31, 2018, I will not be entitled to receive any payment (less deductions required by law) and/or a potential job offer for a Skilled Laborer position.

IN WITNESS WHEREOF, I have signed this document of my own free will.

Signature: _____

Date: _____

Printed Name: _____