

**CONCILIATION AGREEMENT  
BETWEEN  
THE U.S. DEPARTMENT OF LABOR  
OFFICE OF FEDERAL CONTRACT COMPLIANCE PROGRAMS  
AND  
FOUR SEASONS ENVIRONMENTAL, INC.**

**PART I. PRELIMINARY STATEMENT**

During the course of a complaint investigation, the Office of Federal Contract Compliance Programs ("OFCCP") found that Four Seasons Environmental, Inc. ("FSE") was not in compliance with Section 503 of the Rehabilitation Act of 1973, as amended ("Section 503") and Title I of the Americans with Disabilities Act of 1990, as amended ("ADA"), and notified FSE of the violation and the corrective actions required in a Notification of Results of Investigation issued on June 4, 2018. In the interest of resolving the violation without engaging in further legal proceedings and in exchange for the good and valuable consideration described in this document, OFCCP and FSE enter into this contract ("Agreement") and agree to all the terms stated below.

**PART II. GENERAL TERMS AND CONDITIONS**

1. In exchange for FSE's fulfillment of all obligations in Parts III and IV of the Agreement, OFCCP agrees not to institute administrative or judicial enforcement proceedings under Section 503 or the ADA 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 FSE violates this Agreement. Nothing in this Agreement precludes OFCCP from initiating enforcement proceedings based on compliance evaluations or complaint investigations that are separate from the investigation leading to this Agreement.
2. FSE 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. With reasonable notice from OFCCP, FSE will permit access to its premises during normal business hours for these purposes and will provide OFCCP with all reports and documents requested.
3. FSE understands that nothing in this Agreement relieves FSE of its obligation to fully comply with the requirements of the ADA, Section 503, its implementing regulations, and other applicable equal employment laws.
4. FSE 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 Section 503 and the ADA.

Four Seasons Environmental, Inc.  
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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 Southeast Region (the "Effective Date").

This Agreement will expire sixty (60) days after FSE submits the report required in Part IV, below, unless OFCCP notifies FSE in writing prior to the expiration date that FSE has not fulfilled all of its obligations under the Agreement, in which case, the Agreement is automatically extended until the date that OFCCP determines FSE has met all of its obligations under the agreement.

9. If at any time in the future, OFCCP believes that FSE has violated any portion of this Agreement during the term of this Agreement, FSE will be promptly notified of that fact in writing. This notification will include a statement of the facts and circumstances relied upon in forming that belief. In addition, the notification will provide FSE with 15 calendar days from receipt of the notification to respond in writing, except where OFCCP alleges that such a delay would result in irreparable injury.

Enforcement proceedings for violation of this Agreement may be initiated at any time after the 15-day period has elapsed or sooner, if irreparable injury is alleged, without issuing a Show Cause Notice.

Where OFCCP believes that FSE has violated this Conciliation Agreement, OFCCP may seek enforcement of this Agreement itself and shall not be required to present proof of the underlying violations resolved by this Agreement.

Liability for violation of this Agreement may subject FSE to sanctions set forth in 41 CFR 60-741.66 and/or other appropriate relief.

10. This Agreement does not constitute an admission by FSE of any violation of Section 503, the ADA, or other laws, nor has there been an adjudicated finding that FSE violated any laws.

### **PART III. SPECIFIC PROVISIONS**

**VIOLATION:** FSE failed to meet its reasonable accommodation obligations, as specified in 41 CFR § 60-741. Specifically, OFCCP's investigation revealed that FSE managers were unclear on company procedures for processing a reasonable accommodation request, and did not understand they have an affirmative obligation to provide a reasonable accommodation for applicants and employees whose disability FSE has knowledge, unless FSE can demonstrate that doing so would pose an undue hardship.

**REMEDY:** FSE will:

- A. Engage in an informal, interactive process where appropriate or necessary to clarify the qualified individual with a disability's needs, and identify any appropriate reasonable accommodations;
- B. Provide equal employment opportunity to qualified individuals with a disability and make reasonable accommodations unless FSE can demonstrate that the accommodation constitutes an undue hardship. Reasonable accommodations must be analyzed on a case by case basis and include but are not limited to modification or adjustments to the work environment, acquisition or modification of equipment or devices, making existing facilities readily accessible to and usable, job restructuring, re-assignments to vacant positions, flexible leave policies that allow employees to obtain necessary treatment and other similar accommodations for individuals with disabilities;
- C. Provide an effective and efficient process for receiving and responding to employees' requests for reasonable accommodations and/or complaints of disability discrimination, including complaints alleging denial of reasonable accommodation requests; and
- D. Train all managers and other designated personnel on its reasonable accommodation procedures. The training will include instruction on how to meet their obligations under 41 CFR § 60-741, and include a written assessment that ensures that personnel who have completed the training (1) understand their obligations under 41 CFR § 60-741, (2) consistently and fairly implement the new reasonable accommodation procedures, and (3) can properly document the results of their decisions and retain appropriate records.

**PART IV. REPORTING**

1. FSE agrees to retain records pertinent to the violation cited in Part III above, and to the report submitted in compliance with Paragraph 2 below. These records shall include data and information underlying the required reports. The records will be retained until the expiration of this Agreement or consistent with regulatory requirements, whichever is later.
2. FSE agrees to furnish the Office of Federal Contract Compliance Programs with the report detailed below. The report shall be due 180 calendar days after the Effective Date of this Agreement, should be sent via email to (7)(C), (7)(E)@dol.gov, and shall include:
  - Documentation of reasonable accommodation policies and procedures implemented according to Part III of this Agreement; and
  - Documentation of all training provided, including the written assessment, as required by Part III of this Agreement.

**PART V: SIGNATURES**

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

(6), (7)(C)

CHRISTEL SKORUP  
VP, Human Resources  
Four Seasons Environmental, Inc.

10/24/2018

Date

(6), (7)(C), (7)(E)

Compliance Officer  
Office of Federal Contract Compliance  
Programs

10-24-18

Date

(6), (7)(C)

WILLIAM GLISSON  
Assistant District Director  
Office of Federal Contract Compliance  
Programs

10/30/2018

Date

(6), (7)(C)

SYBIL SHY-DEMMONS  
District Director  
Office of Federal Contract Compliance  
Programs

10/30/2018

Date