

U.S. Department of Labor

Office of Federal Contract Compliance Programs
Caribbean Field Station
B7 Tabonuco Street
Suite 1107
Guaynabo, PR 00968
(787) 771-1458



**CONCILIATION AGREEMENT
BETWEEN
U.S. DEPARTMENT OF LABOR
OFFICE OF FEDERAL CONTRACT COMPLIANCE PROGRAMS
AND
OSSAM CONSTRUCTION, INC.
URB. LA CUMBRE 502 CALLE ROOSEVELT
SAN JUAN, PR 00926
OFCCP CASE NO. R00207006**

PART I: GENERAL PROVISIONS

1. This Agreement is between the Office of Federal Contract Compliance Programs (hereinafter OFCCP) and Ossam Construction, Inc. (hereinafter Ossam), Urb. La Cumbre 502 Calle Roosevelt, San Juan, PR 00926.
2. The violations identified in this Agreement were found during a compliance review of Ossam which began on April 9, 2018, and were specified in a Notice of Violations issued on September 20, 2018. OFCCP alleges that Ossam has violated Executive Order 11246, as amended, and the implementing regulations at 41 CFR Chapter 60 due to the specific violations cited in Part II below.
3. This Agreement does not constitute an admission by Ossam of any violation of Executive Order 11246, as amended.
4. The provisions of this Agreement will become part of Ossam's Affirmative Action Program (AAP). Subject to the performance by Ossam of all promises and representations contained herein, all named violations in regard to the compliance of Ossam with all OFCCP programs will be deemed resolved. However, Ossam is advised that the commitments contained in this Agreement do not preclude future determinations of noncompliance based on a finding that the commitments are not sufficient to achieve compliance.
5. Ossam agrees that OFCCP may review compliance with this Agreement. As part of such review, OFCCP may require written reports, inspect the premises, interview witnesses, and examine and copy documents, as may be relevant to the matter under investigation and pertinent to Ossam's compliance. Ossam shall permit access to its premises during normal business hours for these purposes.
6. Nothing herein is intended to relieve Ossam from the obligation to comply with the requirements of Executive Order 11246, as amended, and the implementing regulations, or any other equal employment statute or executive order or its implementing regulations.
7. Ossam agrees that there will be no retaliation of any kind against any beneficiary of this

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Agreement or against any person who has provided information or assistance, or who files a complaint, or who participates in any manner in any proceeding under Executive Order 11246, as amended.

8. This Agreement will be deemed to have been accepted by the Government on the date of signature by the District Director for OFCCP, unless the Regional Director or Deputy Assistant Secretary of OFCCP indicates otherwise within 45 days of the District Director's signature of this Agreement.
9. If, at any time in the future, OFCCP believes that Ossam has violated any portion of this Agreement during the term of this Agreement, Ossam will be promptly notified of the fact in writing. This notification shall include a statement of the facts and circumstances relied upon in forming that belief. In addition, the notification will provide Ossam with 15 days from receipt of the notification to respond in writing except where OFCCP alleges that such 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 Ossam 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 Ossam to sanctions set forth in Section 209 of the Executive Order, 41 CFR 60-300.66, 41 CFR 60-741.66, and/or other appropriate relief.

PART II: SPECIFIC PROVISIONS

1. **VIOLATION:** During the review period of August 1, 2017 through July 31, 2018, Ossam failed to provide written notification to female recruitment sources and to community organizations when Ossam had employment opportunities available, and maintain a record of the organizations' responses, as required by 41 CFR 60-4.3(a)(7)(b).

REMEDY: Ossam will establish and maintain a current list of female recruitment sources and community organizations, and provide written notification to recruitment sources when Ossam has employment opportunities available. Ossam will also maintain a record of responses from the organizations, as required by 41 CFR 4.3(a)(7)(b). Ossam's written notification to recruitment sources and community organizations must include: (1) the construction trade in which the employment opportunity is available, (2) the location of the opportunity, (3) any qualifications needed, (4) the date(s) of the employment opportunity, and (5) the contact information, including name and telephone number, for the designated company official. Appropriate organizations include, but are not limited to the following:

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Oficina de la Procuradora de la Mujer

(b) (6), (b) (7)(C)
(b) (6), (b) (7)(C)
Apartado 11382
Estación Fernández Juncos
San Juan, PR 00910-1382
Tel: (b) (6), (b) (7)(C)
Fax: 787-721-7711

Autoridad de Carreteras y Transportación
Oficina de Derechos Civiles

(b) (6), (b) (7)(C) Deputy Director
P.O. Box 42007
San Juan, PR 00940-2007
Centro Gubernamental Roberto Sánchez
Vilella (antes Minillas), Parada 22 ½
Santurce, PR 00910
Tel: (b) (6), (b) (7)(C)
Fax: 787-721-2621

2. **VIOLATION:** During the review period of August 1, 2017 through July 31, 2018, Ossam failed to maintain a current file of the names, addresses, and telephone numbers of each female off-the-street applicant and female referral from a recruitment source or community organization and what action was taken with respect to such individual, as required by 41 CFR 60-4.3(a)(7)(c).

REMEDY: Ossam will maintain a current file of names, addresses and telephone numbers of each female off-the-street applicant and female referral from a recruitment source or community organization and what action was taken with respect to each such individual. This shall be documented in the file, along with whatever additional actions Ossam may have taken, in accordance with 41 CFR 60-4.3(a)(7)(c).

3. **VIOLATION:** During the review period of August 1, 2017 through July 31, 2018, Ossam failed to provide notice of on-the-job training programs to female recruitment sources compiled under 41 CFR 60-4.3(a)(7)(b), as required by 41 CFR 60-4.3(a)(7)(e).

REMEDY: Ossam will develop on-the-job training opportunities and/or participate in training programs for the area that expressly includes women, including upgrading programs and apprenticeship and trainee programs relevant to Ossam's employment needs, especially those programs funded or approved by the Department of Labor. Ossam must provide notice of these programs to female recruitment sources compiled under 41 CFR 60-4.3(a)(7)(b), as required by 41 CFR 60-4.3(a)(7)(e).

4. **VIOLATION:** During the period of August 1, 2017 through July 31, 2018, Ossam failed to make and maintain a written record identifying the time and place of its, at least, annual meetings to review the company's EEO policy and affirmative action obligations with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions, and with onsite supervisory personnel, prior to the initiation of construction work at its job sites, as required by 41 CFR 60-4.3(a)(7)(g).

REMEDY: Ossam will make and maintain a written record of its, at least annual, review of its EEO policy and affirmative action obligations with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions, and with onsite supervisory personnel prior to the initiation of construction work at any job site. The written record must identify the time and place of the meetings, persons attending, subject matter

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discussed, and disposition of the subject matter, in accordance with 41 CFR 60-4.3(a)(7)(g).

5. **VIOLATION:** During the review period of August 1, 2017 through July 31, 2018, Ossam failed to document its, at least annual, review of all its supervisors' adherence to and performance under Ossam's EEO policies and affirmative action obligations, as required by 41 CFR 60-4.3(a)(7)(p).

REMEDY: Ossam will conduct a review, at least annually, of its supervisors' adherence to and performance under the contractor's EEO policies and affirmative action obligations and document this review, in accordance with 41 CFR 60-4.3(a)(7)(p).

FUTURE CONDUCT: Ossam will not repeat the above violations.

PART III: REPORTING: In order for OFCCP to monitor Ossam's progress toward fulfilling the provisions of this Agreement, Ossam will submit two reports. The first report shall be due September 1, 2019, and will cover the period beginning November 1, 2018 through July 31, 2019. The second report shall be due on February 1, 2020, and will cover the period beginning August 1, 2019 through December 31, 2019. Ossam will send the progress report to:

District Director
U.S. Department of Labor
Office of Federal Contract Compliance Programs
26 Federal Plaza, Room 36-116
New York, NY 10278

The report must include the following:

Pursuant to Remedies 1 and 2: Documentation of Ossam's efforts to recruit qualified females for construction craft trade vacancies, including: (a) Ossam's current list of female recruitment sources; (b) notifications to and responses from female recruitment resources on Ossam's current list; (c) notifications to and responses from recruitment sources identified in Remedies 1 and 5 of Part II above; and (d) the number of off-the-street applicants and applicants referred, broken out by trade, gender, hired date and recruitment source.

Pursuant to Remedy 3: Documentation that Ossam has developed on-the-job training opportunities and/or participated in training programs for the area that expressly include women. This documentation shall also include the notice(s) of these programs provided to the recruitment sources identified in Remedy 1.

Pursuant to Remedy 4: Documentation of the EEO policy and affirmative action review provided at least annually to Ossam's onsite supervisory personnel and employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions, prior to the initiation of construction work at Ossam's job sites. The documentation must include: (a) time and place of the meetings; (b) persons attending; (c) subject matter discussed; and (d) disposition of the subject matter.

Pursuant to Remedy 5: Documentation of Ossam's review, conducted at least annually, of its

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supervisors' adherence to and performance under the contractor's EEO policies and affirmative action obligations.

TERMINATION DATE: This Conciliation Agreement will remain in effect until the review and acceptance by OFCCP of Ossam's final progress report.

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

PART IV: SIGNATURES

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

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

José F. Massó
President
Ossam Construction, Inc.
San Juan, PR 00926

DATE: October 30, 2018

(b) (6), (b) (7)(E)

Compliance Officer
Caribbean Field Station
OFCCP – Northeast Region

DATE: 10/31/2018

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

Manuel García
Assistant District Director
New York District Office
OFCCP – Northeast Region

DATE: 10/31/2018

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

Konrad Batog
District Director
New York District Office
OFCCP – Northeast Region

DATE: 10/31/18