

## CONCILIATION AGREEMENT

Between

THE U. S. DEPARTMENT OF LABOR

OFFICE OF FEDERAL CONTRACT COMPLIANCE PROGRAMS

and

GRAVOIS ALUMINUM BOATS dba METAL SHARK BOATS

### **PART I. PRELIMINARY STATEMENT**

The Office of Federal Contract Compliance Programs ("OFCCP") commenced a compliance evaluation of Gravois Aluminum Boat's ("Gravois") establishment located at 6814 E. Admiral Doyle Drive Jeanerette, LA 70544 and determined that Gravois was not in compliance with the Executive Order 11246, as amended ("E.O. 11246") and the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended.

OFCCP notified Gravois of the initial violations. 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 Gravois 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 Gravois' 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 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 Gravois violates this Agreement. Nothing in this Agreement precludes OFCCP from initiating enforcement proceedings based on future compliance evaluations or complaint investigations.
2. Gravois 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. Gravois will permit access to its premises during normal business hours for these purposes and will provide OFCCP with all reports and documents requested.
3. Gravois understands that nothing in this Agreement relieves GRAVOIS of its obligation to fully comply with the requirements of E.O. 11246.

4. Gravois 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, and 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 District Director of the New Orleans District Office (the "Effective Date").
9. This Agreement will expire sixty (60) calendar days after Gravois submits the final report required in Part IV-1, below, or on the date that the District Director gives notice to Gravois that it has satisfied its reporting requirement, whichever occurs earlier, unless OFCCP notifies Gravois in writing prior to the expiration date that Gravois has not fulfilled all of its obligations under the Agreement, in which case, the Agreement is automatically extended until the date that OFCCP determines Gravois has met all of its obligations under the agreement.
10. If Gravois violates this Conciliation Agreement,
  - A. The procedures set forth at 41 C.F.R. § 60-1.34 will govern:
    - 1) If OFCCP believes that Gravois violated any term of the Agreement while it was in effect, OFCCP will send Gravois a written notice stating the alleged violations and summarizing any supporting evidence.
    - 2) Gravois 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 Gravois 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. Gravois may be subject to the sanctions set forth in Section 209 of the Executive Order, 41 C.F.R. § 60-250.66, or 41 C.F.R. § 60-300.66 and/or other appropriate relief for violation of this Agreement.

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

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

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

- A. **Violation:** OFCCP determined that Gravois failed to pay one black male employee in the Electric Class I position the same as similarly situated white male employees. OFCCP analyzed the compensation data Gravois submitted and OFCCP communicated its findings and concerns to Gravois of a potential statistically significant pay disparity impacting a specific race. Gravois was helpful in providing non-discriminatory reasons for salary differences for employees except for one black male Electric Class I employee. Gravois quickly acknowledged the pay difference for the one black employee stating it was an administrative error and immediately stated Gravois would correct the pay difference. Accordingly, OFCCP determines that Gravois was in violation of 41 C.F.R. § 60-1.4(a)(1).

#### **B. REMEDY FOR AFFECTED EMPLOYEE**

- 1) **Notice.** Within 10 calendar days of the Effective Date of this Agreement, Gravois must notify (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) of the terms of this Agreement by mailing to (b) (6), (b) (7)(C) the: Notice to Affected Employee (Attachment A, "Notice"), Information Verification Form (Attachment B, "Information Form"), Release of Claims Under Executive Order 11246 (Attachment C, "Release") and a postage paid return envelope. Gravois will notify OFCCP if the letter is returned as undeliverable as soon as Gravois receives notice. In addition, within 5 working days after expiration of the response deadline set out in the Information Form, Gravois will notify OFCCP if (b) (6), (b) (7)(C) has not yet responded to the Notice and/or has not returned a signed Information Form. OFCCP will then attempt to obtain and provide an updated address to Gravois within 5 working days of receiving the notice from Gravois. Gravois agrees to mail by first class mail a second Notice, Information Form, Release and postage paid return envelope to (b) (6), (b) (7)(C) updated address within 5 working days of receiving the updated address.
- 2) **Eligibility.** To be eligible, (b) (6), (b) (7)(C) must sign and return the Information Form and Release to Gravois within 60 days of the Effective Date of this Agreement. If (b) (6), (b) (7)(C) does not return the Information Form and Release to Gravois within 60 days of the Effective Date of this Agreement, he will no longer be entitled to a payment under this Agreement.

Within 5 days after the response deadline set out in the Information Form, Gravois will inform OFCCP if (b) (6), (b) (7)(C) completed and returned the Information Form and Release by the deadline. Gravois will provide a copy of the completed and returned Information Form and Release to OFCCP prior to disbursing the monetary settlement.

3) Monetary Settlement (Backpay). Gravois agrees to distribute \$4,201.98 (\$4,063.80 in back pay and \$138.18 in interest), less legal deductions required by law from back pay only (such as federal, state and/ or local taxes and the employee's share of FICA taxes. Gravois will pay the Internal Revenue Service ("IRS") the employer's share of social security withholdings and will mail the employee 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. Gravois will disburse the monetary settlement within 10 calendar days after providing the completed and returned Information Form and Release to OFCCP.

Within 5 calendar days of Gravois' receipt of the check to (b) (6), (b) (7)(C) returned as undeliverable, Gravois will notify OFCCP of this fact via e-mail sent to (b) (7)(C), (b) (7)(E) at (b) (7)(C), (b) (7)(E)@dol.gov. OFCCP will attempt to locate (b) (6), (b) (7)(C) and if OFCCP obtains an alternate address, Gravois will re-mail the check within 5 calendar days of receiving an alternate or corrected address.

C. NON-MONETARY REMEDIES. Gravois will ensure that all employees are afforded equal employment opportunities. Gravois agrees to continue or to implement the corrective actions detailed below.

- 1) Eliminate Discriminatory Compensation Practices. Gravois agrees to immediately cease using any practice which negatively affects the yearly compensation of black employees.
- 2) Evaluation. Gravois will continue to strive to achieve or meet the goals established in the Affirmative Action Program, which will help it evaluate whether promotion decisions, performance evaluation ratings, procedures for assigning work, the availability of training opportunities, leave policies, steering applicants into low paying jobs, and/or limiting the opportunity to transfer to better jobs have a disproportionately negative effect on the compensation of black employees.
- 3) Equal Employment Opportunities Gravois will ensure that all employees are afforded equal employment opportunities with respect to Gravois policies and practices that affect compensation. Gravois agrees to continue or to implement the corrective actions detailed below.
- 4) Revised policies and procedures Gravois must review and, as necessary, revise its compensation practices and establish monitoring and oversight mechanisms to ensure that all aspects of its compensation system provided an equal opportunity to all of its employees, regardless of race, ethnicity, or gender, as required by 41 C.F.R. § 60-1.4(a). All revised pay practices must ensure nondiscrimination in rate of pay and other forms of compensation.
- 5) Training. Within two months of the Effective Date of this Agreement, Gravois must train all individuals involved in any way in determining compensation for employees on any new and revised policies, procedures, and programs developed per this Agreement.

6) Self-monitoring/ Auditing. Gravois will monitor base salary for all employees for any indications of statistically significant disparities based on gender, ethnicity and/or race and will investigate and remedy any such inequity that cannot be explained by legitimate factors, through salary adjustments. Gravois expressly agrees to investigate any complaint or information it receives that expressly indicates compensation disparities.

2. **LISTING WITH STATE WORKFORCE AGENCY-VEVRAA**

- A. STATEMENT OF VIOLATION: During the period of September 13, 2017 through September 13, 2018 Gravois failed to immediately list all employment opening with either the state workforce agency job bank or a local employment service delivery system ("ESDS") serving the location where the openings occurred, in violation of 41 C.F.R. § 60-300.5(a)2-6.
- B. OFCCP'S SPECIFIC FINDINGS: Specifically, Gravois was unable to provide evidence they listed all employment openings with either the state workforce agency job bank or a local ESDS serving the location where the openings occurred. Gravois relied on the services of a workforce personnel service that failed to list is job openings with the Louisiana workforce.
- C. REMEDY: Gravois shall list all employment openings as they occur with an appropriate ESDS, either the state workforce agency job bank or a local ESDS, where the openings occurred, in a manner and format that will allow the ESDS to provide priority referrals of protected veterans to Gravois, as required by 41 C.F.R. § 60-300.5(a)2-6. With its initial listing, and as subsequently needed to update the information, Gravois must also advise the employment service delivery system that it is a federal contractor that desires priority referrals of protected veterans for job openings at all locations within the state, and provide the employment service delivery system with the name and address of each of its hiring locations, in accordance with 41 C.F.R. § 60-300.5(a)4.

**Part IV. REPORTS REQUIRED.**

1. Gravois must submit the documents described below to: Rachel M. Woods, District Director of OFCCP, 600 South Maestri Street Suite 805 New Orleans, LA 70130.

- A. Within 60 calendar days of the Effective Date of this Agreement, Gravois must submit a copy of any written Revised Compensation Policy described in section III 1. C.
- B. Within 90 calendar days of the Effective Date of this Agreement, Gravois must submit documentation that all managers, supervisors, and other personnel involved in making compensation decisions have received training on all new and revised policies, procedures, and programs developed under Part III 1. C. of this Agreement. The

documentation must include the dates of the training, the names and job titles of all attendees, an outline of the topics discussed during the training, and the name and job title of each person who conducted the training.

C. Within 60 calendar days of the Effective Date of this Agreement, Gravois must submit evidence Gravois is listing all employment opening with either the state workforce agency job bank or a local employment service delivery system ("ESDS") serving the location where the openings occurred, as required per of 41 C.F.R. § 60-300.5(a) 2-6.

D. Within 10 calendar days of the cleared settlement check, Gravois must submit documentation of the monetary payment to the employee as specified in section III B.3. The documentation must include the number and the amount of the check and the date the check cleared the bank.

2. Gravois 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 (or "whichever time period is longer").

**Part V. SIGNATURES.**

This Conciliation Agreement is hereby executed by and between the OFCCP and GRAVOIS.

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

Chris Allard  
Chief Executive Officer  
Gravois Aluminum Boats

Rachel Woods  
District Director, New Orleans District Office  
Southwest and Rocky Mountain Region  
OFCCP

Date: 9/26/19

Date: 09/30/2019

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

Jimmy Gravois  
Chairman  
Gravois Aluminum Boats