

**Conciliation Agreement
Between the
U.S. Department of Labor Office of Federal Contract Compliance Programs
And
International Marine and Industrial Applicators, LLC
7884 Spanish Fort Blvd.
Spanish Fort, Alabama 36527**

PART I: General Provisions

1. This Agreement is between the U.S. Department of Labor, Office of Federal Contract Compliance Programs ("OFCCP") and International Marine and Industrial Applicators, LLC ("IMIA").
2. The violations identified in this Agreement were found during a compliance evaluation of IMIA which began on August 16, 2019 and a Notice of Violation that was issued on February 4, 2020. OFCCP alleges that IMIA has violated Executive Order 11246, as amended: Section 503 of the Rehabilitation Act of 1973, as amended; the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended (38 U.S.C. 4212) and 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 IMIA of any violation of Executive Order 11246, as amended; Section 503 of the Rehabilitation Act of 1973, as amended; the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, (38 U.S.C. 4212) and the implementing regulations.
4. The provisions of this Agreement will become part of IMIA's Affirmative Action Plans (AAPs). Subject of the performance by IMIA of all promises and representations contained herein and in its AAPs, all named violations in regard to the compliance of IMIA with all OFCCP programs will be deemed resolved. However, IMIA 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. IMIA agrees that OFCCP may review compliance with this Agreement. As part of this 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 IMIA's compliance. IMIA shall permit access to its premises during normal business hours for these purposes.
6. Nothing herein is intended to relieve IMIA from the obligation to comply with the requirements of Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, and/or the Vietnam Era Veterans Readjustment Assistance Act of 1974, as amended (38 U.S.C. 4212), their implementing regulations, or any other equal employment statute or executive order or its implementing regulations.

7. IMIA agrees that there will be no retaliation of any kind against any beneficiary of this Agreement or against any person who has provided information or assistance, or who files a complaint, or who participates in any manner in any proceedings under Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, and/or the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended (38 U.S.C. 4212).
8. If at any time in the future, OFCCP believes that IMIA has violated any portion of this Agreement during the term of this Agreement, IMIA 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 IMIA 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 IMIA 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 IMIA to sanctions set forth in Section 209 of the Executive Order, 41 CFR 60-300.66 and/or 41 CFR 60-741.66 and/or other appropriate relief

PART II: Specific Provisions

1. **VIOLATION:** During the period of August 1, 2018 through July 31, 2019, IMIA failed to track the gender, race, and ethnicity of each applicant or internet applicant as defined in 41 CFR 60-1.3, whichever is applicable to the particular position, in violation of 41 CFR § 60-1.12(a) through (e).

REMEDY: IMIA will identify in the personnel records it keeps, where possible, the gender, race, and ethnicity of each applicant or Internet Applicant, whichever term applies to the particular position, as those terms are defined in 41 CFR 60-1.3.

2. **VIOLATION:** During the period of August 1, 2018 through July 31, 2019, IMIA failed to preserve personnel and employment records for a period of not less than two years from the date of: (a) the making of the record; or (b) the personnel action involved, whichever occurred later. Specifically, IMIA failed to preserve complete and accurate records pertaining to 242 applicants who were rejected due to contractor's disposition "interviewer no longer with company" in violation of 41 CFR § 60-1.12(a) and (d), 41 CFR § 60-300.80(a) and 41 CFR § 60-741.80(a).

REMEDY: IMIA will preserve all personnel or employment records it makes or keeps in either electronic or hard copy format for all job groups, including but not limited to applicants, for a period of not less than two years from the date of the making of the record or the personnel action involved, whichever occurs later. Where a compliance evaluation has been initiated, IMIA will preserve all personnel or employment records until OFCCP makes a final disposition in the matter. OFCCP makes a final disposition in the matter. IMIA will provide copies of all records on applicants (applications, interview and selection documents and notes, etc.) and employment records; to OFCCP upon request.

3. **VIOLATION:** During the prior AAP review period of August 1, 2018 through July 31, 2019, IMIA failed to maintain, and have available for inspection, records or other information that disclose the impact which IMIA's selection procedures have upon employment opportunities of applicants and/or Internet applicants by identifiable race, or ethnic group set forth in 41 CFR 60-3.4B, in order to determine compliance with the Uniform Guidelines on Employee Selection Procedures, 41 CFR § 60-3.4 and 41 CFR § 60-3.15A (2).

REMEDY: IMIA will perform adverse impact determinations for its employment procedures at least annually. Where the total selection process for a job has adverse impact against a group or groups of applicants and/or Internet applicants by identifiable, race, or ethnic group listed in 41 CFR 60-3.4B, IMIA will maintain, and have available for inspection, records or other information showing which components have an adverse impact. Where the total selection process for a particular job has had an adverse impact in any year but no longer has an adverse impact, IMIA will maintain and have available the aforementioned information and continue to collect such information for at least two years after the adverse impact has been eliminated.

4. **VIOLATION:** During the period of August 1, 2018 through July 31, 2019, IMIA failed to invite applicants for employment to self-identify as a veteran protected by VEVRAA in violation of 41 CFR 60-300.42.

REMEDY: IMIA will invite applicants for employment to self-identify as a veteran protected by VEVRAA, as required by 41 CFR 60-300.42. More specifically, IMIA will invite applicants for employment, prior to an offer of employment, to voluntarily identify as a protected veteran. Additionally, IMIA will invite applicants for employment, after an offer of employment, but before applicants begin their job duties, to voluntarily identify as a protected veteran. IMIA will invite the applicant to also indicate if he or she belongs to one or more of the specific categories of protected veterans, as defined by 41 CFR 60-300.2(q). All invitations to self-identify as a protected veteran must comply with the requirements of 41 CFR 60-300.42(c). IMIA will keep all self-identification information confidential and maintain it in a separate data analysis file, rather than in its personnel or medical files, in accordance with 41 CFR 60-300.42(e).

5. **VIOLATION:** During the period of August 1, 2018 through July 31, 2019, IMIA failed to invite its applicants for employment to voluntarily self-identify as an individual with a disability, in violation of 41 CFR 60-741.42. Specifically, the contractor failed to invite applicants to self-identify at pre-offer stage of the application process.

REMEDY: IMIA will invite each of its applicants for employment, prior to an offer of employment, to voluntarily inform it whether the applicant believes that he or she is an individual with a disability, as that term is defined in 41 CFR 60-741.2(g)(1)(i) or (ii). IMIA will also invite each of its applicants for employment, after an offer of employment has been made and before the applicant begins work, to voluntarily inform it whether the applicant believes that he or she is an individual with a disability. In addition, IMIA will invite each of its employees to voluntarily self-identify as an individual with a disability, and then extend this invitation again at five year intervals, thereafter. At least once during each interval, IMIA will remind its employees that they may voluntarily update their disability-related self-identification information at any time. IMIA will keep all self-identification information confidential and maintain it in a separate data analysis file, rather than in its personnel or medical files, in accordance with 41 CFR 60-741.42(e).

Part III: Reporting

1. IMIA agrees to retain records pertinent to the violations cited in Part II above, and to the reports submitted in compliance with Paragraph 2, below. These records shall include data and information underlying the required reports, specifically, but not limited to, all applications and personnel records. The records will be retained until the expiration of this Agreement or consistent with regulatory requirements, whichever is later.
2. IMIA will submit **three reports** as stated below to the following:

United States Department of Labor
Office of Federal Contract Compliance Programs
Ex (7)(C), Ex (7)(E), Compliance Officer - Jackson
A. H. McCoy Federal Building
100 West Capitol Street, Suite 762
Jackson, Mississippi 39269

The **first progress report** shall be due 30 days after the Effective Date of this Agreement and shall include the items listed below:

A narrative discussion of the implementation of IMIA's:

- Applicants tracking policies and procedures inclusive of how IMIA conducted or plans to identify in the personnel records it keeps, the gender, race, and ethnicity of each applicant or Internet Applicant, whichever term applies to the particular position pursuant to Remedy 1.
- Recordkeeping policies and procedures inclusive of how IMIA conducted or plans to reserve all personnel or employment records it makes or keeps in either electronic or hard copy format for all job groups, including but not limited to applicants inclusive of copies of all records on applicants (applications, interview and selection documents and notes, etc.) and employment records pursuant to Remedy 2.

- Sections 503 and 4212 self-identification policies and procedures inclusive of how IMIA conducted or plans to conduct the issuance of Sections 503 and 4212 self-identification forms and a copy of the OMB approved self-identification forms issued pre and post-offer pursuant to Remedies 4 and 5.

The **second report** shall be due on August 31, 2020 and shall cover the period February 1, 2020 through July 31, 2020. The **third report** shall be due February 26, 2021 and shall cover the period August 1, 2020 through January 31, 2021. The reports shall consist of the following:

Pursuant to Remedies 1 and 2: Data on IMIA's employment activity for each job group or job title, for the period covered by the progress report, to include the following: summary of the total number of applicants and hires, to include the number of African-American/Black, Asian/Pacific Islander, Hispanic, American Indian/Alaskan Native, White, and the number of female and male applicants from each job group, including all individuals who applied and who were referred to IMIA by a staffing firm or employment referral agency. For each job group or job title applicants for whom race and/or sex is not known, should be included in the data submitted.

Pursuant to Remedy 3: Copies of impact ratio analyses on the hires conducted for the reporting period specified above. If adverse impact exists as that time is defined and described in 41 CFR 60-3.4D, IMIA will provide the results of its review and/or examination of each individual component in the hiring process for each job group or job title. Documentation will also include a detailed description of any actions taken by IMIA to address the impact found in its review.

Pursuant to Remedy 4: Data on IMIA's applicants and hires for each job group or job title, for the period covered by the progress report, to include the total number of applicants and hires who have self-identified as a veteran protected by VEVRAA. Provide documentation of self-identification information maintain by IMIA in a separate data analysis file, rather than in its personnel or medical files, in accordance with 41 CFR 60-300.42(e).

Pursuant to Remedy 5: Data on IMIA's applicants and hires for each job group or job title, for the period covered by the progress report, to include the total number of applicants who self-identified as an individual with a disability. Provide documentation of self-identification information maintained by IMIA in a separate data analysis file, rather than in its personnel or medical files, in accordance with 41 CFR 60-741.42(e).

TERMINATION DATE: This Agreement will expire 90 days after OFCCP receives the reports required in Part III above or on the date that the District Director gives notice to IMIA that has satisfied its reporting requirements, whichever occurs earlier, unless OFCCP notifies IMIA in writing prior to the end of the 90-day period that IMIA has not satisfied its reporting requirements pursuant to this Agreement.

INTEGRATION CLAUSE: This Agreement represents the full Agreement between IMIA and OFCCP and this Agreement supersedes any other agreements, oral or written. In signing this Agreement, neither IMIA 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 International Marine and Industrial Applicators, LLC personally warrants that he is fully authorized to do so, and that International Marine and Industrial Applicators, LLC 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 International Marine and Industrial Applicators, LLC. This Conciliation Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and International Marine and Industrial Applicators, LLC.

Ex (6), Ex (7)(C)

Michael Keenan, Jr.
CEO
International Marine and Industrial
Applicators, LLC
7884 Spanish Fort Blvd.
Spanish Fort, Alabama 36527

DATE: 2/13/20

Ex (6), Ex (7)(C)

Katie C. Course
Assistant District Director - Jackson
Office of Federal Contract Compliance
Programs

DATE: 2/19/2020

Ex (6), Ex (7)(C)

Ex (7)(C), Ex (7)(E)
Compliance Officer - Jackson
Office of Federal Contract Compliance
Programs

DATE: 2/18/2020

Ex (6), Ex (7)(C)

Alvin Q. Mitchell
District Director - Birmingham
Office of Federal Contract Compliance
Programs

DATE: 2/20/2020