

Conciliation Agreement
Between the
U.S. Department of Labor Office of Federal Contract Compliance Programs
And
G & G STEEL INC

I. Preliminary Statement

The Office of Federal Contract Compliance Programs (OFCCP) evaluated the G & G STEEL INC (“G&G Steel”) establishment located at 15825 Hwy 243 Industrial Park, Russellville, AL 35653-0000, beginning on January 10, 2020. OFCCP found that G&G Steel failed to comply with Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 793 (Section 503), and the Vietnam Era Veterans’ Readjustment Assistance Act of 1974, as amended, 38 U.S.C. § 4212 (VEVRAA) and their respective implementing regulations at 41 CFR Sections 60-300 and 60-741.

OFCCP notified G&G Steel of the specific violations and the corrective actions required in a Notice of Violation (NOV) issued on May 1, 2020.

In the interest of resolving the violations without engaging in further legal proceedings and in exchange for sufficient and valuable consideration described in this document, OFCCP and G&G Steel enter into this Conciliation Agreement (Agreement) and its attachments, and the parties agree to all the terms therein.

The attachments to this Agreement are deemed incorporated into this Agreement.

II. General Terms and Conditions

1. In exchange for G&G Steel’s fulfillment of all its obligations in this Agreement, OFCCP will not institute administrative or judicial enforcement proceedings under E.O. 11246, Section 503, and/or VEVRAA based on the violations alleged in the NOV. However, OFCCP retains the right to initiate legal proceedings to enforce this Agreement if G&G Steel violates any provision of this Agreement, as set forth in Paragraph 11, below. Nothing in this Agreement precludes OFCCP from initiating enforcement proceedings based on future compliance evaluations or complaint investigations.
2. OFCCP may review G&G Steel’s compliance with this Agreement. As part of this review, OFCCP may require written reports, inspect the premises, interview witnesses, and examine and copy documents. G&G Steel will permit access to its premises during normal business hours for these purposes and will provide OFCCP with all hard copy or electronic reports and documents it requests, including those specified in this Agreement.
3. Nothing in this Agreement relieves G&G Steel of its obligation to fully comply with the requirements of E.O. 11246, Section 503, VEVRAA, their implementing regulations, or other applicable laws requiring nondiscrimination or equal employment opportunity through affirmative action.

4. G&G Steel and OFCCP agree that any release of claims required by this Agreement will only pertain to claims under E.O. 11246, Section 503, and/or VEVRAA.
5. G&G Steel agrees that it will not retaliate against any potential or actual beneficiary of this Agreement or against any person who files a complaint, who has provided information or assistance, or who participates in any manner in any proceeding in this matter.
6. The parties understand the terms of this Agreement and enter into it voluntarily.
7. This Agreement, including its attachments, constitutes the entire Agreement and represents the complete and final understanding of the parties. This Agreement contains all of the terms binding the parties and it supersedes all prior written and oral negotiations and agreements. Any modifications or amendments to this Agreement must be agreed upon in writing and signed by all parties. If an administrative error is found, OFCCP will work in good faith with all parties to make the corrections.
8. This Agreement becomes effective on the day it is signed by the District Director, of the Birmingham, Alabama District Office.
9. If one or more provisions of this Agreement is deemed unlawful or unenforceable, the remaining provisions will remain in full force and effect.
10. This Agreement will expire sixty (60) days after G&G Steel submits its final progress report required in Section VIII, below, unless OFCCP notifies G&G Steel in writing before the expiration date that G&G Steel has failed to fulfill all of its obligations under the Agreement. In this instance, the Agreement is automatically extended until the date that OFCCP determines that G&G Steel has met all of its obligations under the Agreement.
11. If G&G Steel violates this Agreement:
 - a. The procedures at 41 C.F.R. 60-1.34, 41 C.F.R. 60-300.63 (2014) and 41 C.F.R. 60-741.63 (2014 will govern):
 - i. OFCCP will send G&G Steel a written notice stating the alleged violations and summarizing any supporting evidence.
 - ii. G&G Steel shall have fifteen (15) days from receipt of the notice to respond, except in those cases in which such a delay would result in irreparable injury to the employment rights of affected employees or applicants.
 - iii. If G&G Steel is unable to demonstrate that it has not violated the Agreement, or if OFCCP's alleges irreparable injury, enforcement proceedings may be initiated immediately without issuing a show cause notice or proceeding through any other requirement.
 - iv. In the event of a breach of this Agreement by G&G Steel, OFCCP may elect to proceed to a hearing on the entire case and seek full make-whole relief, and not be limited to the terms agreed to in the Agreement.

- b. G&G Steel may be subject to the sanctions set forth in Section 209 of the Executive Order, 41 C.F.R. 60-1.27, 41 C.F.R. 60-741.66 (2014), or 41 C.F.R. 60-300.66 (2014), 41 CFR Sections 60-300 and 60-741, and/or other appropriate relief for violating this Agreement.
- 12. G&G Steel neither admits nor denies any violation of the Executive Order, Section 503 or VEVRAA, nor has there been an adjudication on the merits regarding any such violation.
- 13. OFCCP may seek enforcement of this Agreement itself and is not required to present proof of any underlying violations resolved by this Agreement.
- 14. The parties understand and agree that nothing in this Agreement is binding on other governmental departments or agencies other than the United States Department of Labor.
- 15. Each party shall bear its own fees and expenses with respect to this matter.
- 16. This Agreement is limited to the facts of this case. Neither this Agreement, nor any part of the negotiations that occurred in connection with this Agreement, shall constitute admissible evidence with respect to any OFCCP policy, practice or position in any lawsuit, legal proceeding, administrative proceeding, compliance evaluation or audit, except for legal or administrative proceedings concerning the enforcement or interpretation of this specific Agreement.
- 17. All references to “days” in this Agreement, and in the Timeline included as Attachment B, are calendar days. If any deadline for an obligation scheduled to be performed under this Agreement falls on a weekend or a Federal holiday, that deadline will be extended to the next business day.

III. Technical Violations and Remedies

- 1. **VIOLATION**: VIOLATION: During the period of May 1, 2018 through October 31, 2019, G&G Steel failed to develop and execute action-oriented programs designed to correct any problem areas identified pursuant to 41 CFR 60-2.17(b) and to attain established goals and objectives, as required by 41 CFR 60-2.17(c). Specifically, G&G Steel failed to undertake appropriate outreach and positive recruitment activities that were reasonably designed to effectively recruit qualified females.
- 2. **REMEDY**: G&G Steel must develop and execute action-oriented programs designed to correct any problem areas identified pursuant to 41 CFR 60-2.17(b) and to attain established goals and objectives, as required by 41 CFR 60-2.17(c). Specifically, G&G Steel must undertake appropriate outreach and positive recruitment activities that are reasonably designed to effectively recruit qualified females. G&G Steel will use the organizations listed below and/or other resources identified by G&G Steel to recruit qualified temporary and permanent job candidates:

Northwest Shoals Community College
800 George Wallace Blvd
Muscle Shoals, Alabama 35661
Roger Garner, Director
Email: (b) (6), (b) (7)(C)@nwscc.edu
Phone: (256) 331-5289

Itawamba Community College
602 W Hill St.
Fulton, MS 38843
Emily Lamb, Supportive Services Coordinator
Email: (b) (6), (b) (7)(C)@iccms.edu
Phone: (662) 862-8173

University of North Alabama
1 Harrison Plaza
Career Center
Guillot University Center, Room 202
Florence, Alabama 35621
Ms. Melissa T. Medlin, Director
Email: (b) (6), (b) (7)(C)@una.edu
Phone: (256) 765-4276

3. **VIOLATION:** During the period of May 1, 2018 through October 31, 2019, G&G Steel failed to undertake appropriate outreach and positive recruitment activities that were reasonably designed to effectively recruit qualified protected veterans, document these activities, assess their effectiveness, and document its review, in violation of 41 CFR 60-300.44(f). Specifically, G&G Steel failed to document all outreach recruitment activities and retain such documentation. Due to this failure, G&G Steel failed to evaluate each outreach and recruitment activity and come to a reasonable conclusion as to whether each activity is effective in identifying and recruiting qualified protected veterans. Further, G&G Steel failed to conduct an assessment of its overall outreach and recruitment efforts and reach a conclusion regarding whether its efforts as a whole are effective.

REMEDY: G&G Steel must undertake appropriate external outreach and positive recruitment activities that are reasonably designed to effectively recruit qualified protected veterans, such as those described at 41 CFR 60–300.44(f)(2). G&G Steel must annually review its outreach and recruitment activities, assess their effectiveness, and document this review, in accordance with 41 CFR 60-300.44(f)(3). G&G Steel must document all activities it undertakes to comply with this section, in accordance with 41 CFR 60–300.44(f)(4). As part of these outreach and recruitment activities, G&G Steel will use the veteran organization listed below and/or other resources identified by G&G Steel to recruit qualified temporary and permanent job candidates:

Still Serving Veterans
626 Clinton Ave. W, Suite 200
Huntsville, AL 35801
Bennie McQuerry
Veterans Career & Transition Services Manager
E-mail: (b) (6), (b) (7)(C)@ssv.org
Phone: (256) 883-7035

Alabama Works
500 S Montgomery Ave Suite 102
Sheffield, AL 35660
Sherry Burdett
Business Services Representative
E-mail: (b) (6), (b) (7)(C)@alcc.alabama.gov
Phone: (256) 383-5610

4. **VIOLATION:** During the period of May 1, 2018 through October 31, 2019, G&G Steel failed to undertake appropriate outreach and positive recruitment activities that were reasonably designed to effectively recruit qualified individuals with disabilities, document these activities, assess their effectiveness, and document its review, in violation of 41 CFR 60-741.44(f). Specifically, G&G Steel failed to document all outreach recruitment activities and retain such documentation. Due to this failure, G&G Steel failed to evaluate each outreach and recruitment activity and come to a reasonable conclusion as to whether each activity is effective in identifying and recruiting qualified individuals with disabilities. Further, G&G Steel failed to conduct an assessment of its overall outreach and recruitment efforts and reach a conclusion regarding whether its efforts as a whole are effective.

REMEDY: G&G Steel must undertake appropriate external outreach and positive recruitment activities that are reasonably designed to effectively recruit qualified individuals with disabilities, such as those described at 41 CFR 60-741(f)(2). G&G Steel must annually review its outreach and recruitment activities, assess their effectiveness, and document this review, in accordance with 41 CFR 60-741.44(f)(3). G&G Steel must document all activities it undertakes to comply with this section, in accordance with 41 CFR 60-741.44(f)(4). As part of these outreach and recruitment activities, G&G Steel will use the disability organization listed below and/or other resources identified by G&G Steel to recruit qualified temporary and permanent job candidates:

Alabama Department of Rehabilitation Services
Nick Conway, Business Relations Consultant
1450 E. Avalon Ave.
Muscle Shoals, AL. 35661
256-314-6211

IV. OFCCP Monitoring Period

1. Contractor Reports.

- a. G&G Steel will submit a reports to OFCCP, Birmingham District Office, 950 22nd Street North, Suite 660, Birmingham, Alabama 35203, (b) (6), (b) (7)(C)@dol.gov. G&G Steel and OFCCP have a common interest in the information being provided in the reports pursuant to this Agreement. To the extent any of the reports G&G Steel provides in accordance with this agreement are customarily kept private or closely-held, and the G&G Steel believes should remain confidential under Exemption 4 of the Freedom of Information Act (FOIA) in the event of a FOIA request, G&G Steel will provide such reports to OFCCP marked as “Confidential”. In the event of a FOIA request, OFCCP will treat any such documents received as confidential documents.
- b. The first progress report shall be due on November 30, 2020 and shall cover the period of May 1, 2020 through October 31, 2020.
- c. The second progress report shall be due on May 31, 2021 and shall cover the period of November 1, 2020 through April 30, 2021.

2. **Close of Monitoring Period and Termination of Agreement.** This Agreement shall remain in effect until the monitoring period is completed. The monitoring period will close once OFCCP accepts G&G Steel’s final progress report as set forth in Part II, Paragraph 10 above. If OFCCP fails to notify G&G Steel in writing within sixty (60) days of the date of the final progress report that G&G Steel has not fulfilled all of its obligations under the Agreement, OFCCP will be deemed to have accepted the final report and the Monitoring Period and this Agreement will terminate. If OFCCP notifies G&G Steel within the allotted time that it has not fulfilled all of its obligations, this Agreement is automatically extended until the date that OFCCP determines G&G Steel has met all of its obligations under the Agreement.

V. SIGNATURES

The person signing this Agreement on behalf of G&G Steel personally warrants that he or she is fully authorized to do so, that G&G Steel has entered into this Agreement voluntarily and with full knowledge of its effect, and that execution of this Agreement is fully binding on G&G Steel.

This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and G & G Steel, Inc., Russellville, Alabama 35653.

(b) (6), (b) (7)(C) Digitally signed by Bret Gist
DN: C=US,
E=bgist@ggsteel.com,
O="G&G Steel, Inc.",
OU=Vice President,
CN=Bret Gist
Date: 2020.05.08
16:42:50-05'00'

DATE

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

Bret Gist
Vice President
G & G Steel Inc.
15824 Hwy. 243
Russellville, Alabama 35653

(b) (6), (b) (7)(E)
Compliance Officer - Birmingham
Office of Federal Contract Compliance
Programs

CHRISTOPHE
R WILLIAMS Digitally signed by
CHRISTOPHER WILLIAMS
Date: 2020.05.19 11:18:55
-05'00'

DATE:

ALVIN
MITCHELL Digitally signed by
ALVIN MITCHELL
Date: 2020.05.19
07:40:05 -04'00'

DATE:

Christopher Williams
Assistant District Director - Birmingham
Office of Federal Contract Compliance
Programs

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