

EARLY RESOLUTION CONCILIATION AGREEMENT
Between the
U.S. DEPARTMENT OF LABOR
OFFICE OF FEDERAL CONTRACT COMPLIANCE PROGRAMS
And
Greenman Pedersen Inc.
OFCCP Case No. R00301656
OFCCP Case No. R00301665
OFCCP Case No. R00301704

PART I: PRELIMINARY STATEMENT

The Office of Federal Contract Compliance Programs (“OFCCP”) is currently evaluating Greenman Pedersen Inc. (“Greenman”) establishments in 80 Wolf Road, Albany, New York, 325 W. Main Street, Babylon, New York, and 10977 Guilford, Annapolis Jct, MD and is alleging that Greenman was not in compliance with Executive Order 11246 as amended (EO), Section 503 of the Rehabilitation Act of 1973, as amended (Section 503), the Vietnam Era Veterans Readjustment Assistance Act of 1974, as amended (VEVRAA), and their implementing regulations at 41 Code of Federal Regulations (CFR) Chapter 60. In the interest of resolving the violations without engaging in enforcement proceedings and in exchange for sufficient and valuable consideration described in this document, OFCCP and Greenman enter into this Early Resolution Conciliation Agreement (“Agreement”), and the parties agree to all the terms therein. OFCCP recognizes Greenman’s commitment to prospective improvements in workplace equity, opportunity, and diversity in crafting this forward-looking resolution that will foster enhanced oversight of more workers for at least the next five years.

PART II: GENERAL TERMS AND CONDITIONS

1. In exchange for Greenman’s fulfillment of all obligations of the Agreement, OFCCP agrees not to institute administrative or judicial enforcement proceedings under the E.O. Section 503, or VEVRAA, based on the violations described in more detail in Part IV 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 IV if Greenman violates this Agreement. Nothing in this Agreement precludes OFCCP from initiating enforcement proceedings based on future compliance evaluations or complaint investigations, including during the 5-year exemption period for compliance evaluations if OFCCP deems that Greenman is in breach of the Agreement. In exchange for Greenman’s fulfillment of all obligations in the Agreement, OFCCP further agrees not to initiate any new audits at Greenman’s facilities covered by this Agreement until at least 60 days after Greenman submits the final progress report described in Part V of this Agreement and the OFCCP confirms to Greenman that it has fully complied with the terms of this Agreement, and the exemption period available in the selection methodology in place five years henceforth has expired.
2. Greenman 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 as may be relevant to the matter under investigation and

pertinent to Greenman's compliance. Greenman will permit access to its premises during normal business hours for these purposes and will provide OFCCP with all reports and documents required.

3. This Agreement does not constitute an admission by Greenman of any violation of or non-compliance with the EO, Section 503, or VEVRAA and their implementing regulations at 41 CFR Chapter 60, nor has there been an adjudication on the merits regarding any such violation.
4. Greenman understands that nothing in this Agreement relieves Greenman of its obligation to fully comply with the requirements of the EO, Section 503, VEVRAA, their implementing regulations, and other applicable equal employment opportunity laws requiring non-discrimination or equal employment opportunity through affirmative action.
5. Greenman agrees 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. OFCCP and Greenman ("the parties") understand the terms of this Agreement and enter into it voluntarily.
7. This Agreement 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. If one or more provisions of this Agreement are rendered unlawful or unenforceable, the remaining provisions will remain in full force and effect.
9. This Agreement becomes effective on the day it is signed by the Northeast Regional Director (the "Effective Date").
10. This Agreement will expire 60 days after Greenman submits the final progress report required in Part V below, unless OFCCP notifies Greenman in writing prior to the expiration date that Greenman has not fulfilled all of its obligations under the Agreement, in which case the Agreement is automatically extended until the date OFCCP determines Greenman has met all of its obligations under the Agreement, or for at least five years, whichever is later (referred to herein as the "scheduling exemption period"). Furthermore, at the expiration of the scheduling exemption period, if Greenman is selected for a compliance evaluation, it will be selected in accordance with the scheduling methodology in place at that time.
11. Each party shall bear its own fees and expenses with respect to this matter.

12. If Greenman violates this Conciliation Agreement,
 - a. The procedures at 41 CFR 60-1.34, 41 CFR 60-300.63 (2014) and 41 CFR 60-741.63 (2014) will govern:
 - i. OFCCP will send Greenman a written notice stating the alleged violations and summarizing any supporting evidence.
 - ii. Greenman will have 15 days from receipt of such notice to demonstrate in writing that it has not violated the Agreement, unless such a delay would result in irreparable injury to the employment rights of affected employees or applicants.
 - iii. If Greenman 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.
 - iv. In the event of a breach of this Agreement by Greenman, 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. Greenman may be subject to the sanctions set forth in Section 209 of the Executive Order, 41 CFR 60-1.27, 41 CFR 60-300.66, 41 CFR 60-741.66 and/or other appropriate relief for violation of this Agreement.
13. 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, and cannot be used as evidence that Greenman is not in compliance with any applicable federal, state, or local laws, including but not limited to the EO, Section 503, and VEVRAA. Greenman and OFCCP agree that any release of claims required by this Agreement will only pertain to claims under the EO, Section 503, and/or VEVRAA.
14. 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 either party's policies, practices, or positions 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.
15. All references to "days" in this Agreement 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.

16. The facilities covered by the Agreement are:
- a. Greenman Pedersen, Inc., 80 Wolf Road, Albany, New York;
 - b. Greenman Pedersen, Inc., 325 W. Main Street, Babylon, New York; and
 - c. Greenman Pedersen, Inc., 10977 Guilford Road, Annapolis Jct, Maryland.

PART III: SPECIAL TERMS AND CONDITIONS

1. Greenman agrees to implement corrective actions where violations were found, consistent with the remedy provisions of this Agreement.
2. The five-year scheduling exemption is limited to regularly scheduled compliance evaluations and OFCCP retains the right to investigate complaints of discrimination at establishments covered by the Agreement under the EO, Section 503, and VEVRAA.
3. If Greenman violates the terms of the Agreement, OFCCP reserves the right to bring an enforcement action under 41 CFR 60-1.34, 41 CFR 60-300. 63, and 41 CFR 60-741.63 and the five-year scheduling exemption will be void.
4. This Agreement will not relieve Greenman of its annual ongoing OFCCP requirements of equal employment opportunity through affirmative action and non-discrimination across its entire workforce, including the monitoring of up-to-date Affirmative Action Programs (AAPs) and maintaining its support data.
5. This Agreement between Greenman and OFCCP does not provide Greenman with any grant of immunity or protection from its requirement to comply with the EO, Section 503, and VEVRAA.
6. This Agreement between Greenman and OFCCP may be modified upon the written consent of the parties, and such consent will not be unreasonably withheld.
7. This Agreement is between OFCCP and Greenman (as collectively defined as the facilities listed in Part II, Paragraph 16 above) and does not confer any rights or benefits to any other parties, other than any successor to, parent of, or subsidiary of Greenman or OFCCP. In case of a disagreement over the implementation of this Agreement, the parties agree to negotiate in good faith prior to OFCCP instituting any enforcement proceedings.

PART IV: TECHNICAL VIOLATIONS

VIOLATION: Greenman failed to submit acceptable Affirmative Action Programs (AAPs) for Executive Order 11246, Section 503, and VEVRAA, and also failed to submit the support data required by the letter scheduling each compliance evaluation. Specifically, the materials submitted by Greenman did not constitute Affirmative Action Programs as set forth in 41 CFR 60-2, 41 CFR 60-300, and 41 CFR 60-741. Additionally, the support data required by the scheduling letter was never submitted.

REMEDY: Greenman agrees to maintain and submit AAPs that meet the requirements of regulations 41 CFR 60-2, 41 CFR 60-300, and 41 CFR 60-741 as well as the support data required by the letter scheduling the compliance evaluations.

PART V: REPORTS REQUIRED DURING OFCCP MONITORING PERIOD

1. **Recordkeeping:** Greenman agrees to retain all records relevant to the violations cited in Part IV above, including all documents used, considered or relied upon in Part IV, as well as the reports submitted in compliance with Part V, Paragraph 3 below. These records include underlying data and information such as Human Resources Information System (HRIS) and payroll data, job applications and personnel records, and any other records or data used to generate the required reports. Greenman will retain the records until this Agreement expires or for the time period consistent with regulatory requirements, whichever is later.
2. **Confidentiality:** Greenman and OFCCP have a common interest in the information provided in the reports pursuant to this Agreement. To the extent any of the reports Greenman provides in accordance with this Agreement are customarily kept private or closely-held, and Greenman believes should remain confidential under Exemption 4 of the Freedom of Information Act (FOIA) in the event of a FOIA request, Greenman 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 to the extent permitted by law.
3. **Reports:** Greenman will submit reports to the following:
 - a. For the 80 Wolf Road, Albany, New York establishment, the report will be submitted to Compliance Officer (b) (6), (b) (7)(E) Hartford District Office, William R. Cotter Federal Building, 135 High Street, Room 219, Hartford, CT, 06103, (b) (6), (b) (7)(C)@dol.gov.
 - b. For the 325 W. Main Street, Babylon, New York establishment, the report will be submitted to Compliance Officer (b) (6), (b) (7)(E) New York District Office, 26 Federal Plaza, Room 36-116, New York, NY, 10278, (b) (6), (b) (7)(C)@dol.gov.
 - c. For the 10977 Guilford Road, Annapolis Jct, Maryland establishment, the report will be submitted to Compliance Officer (b) (6), (b) (7)(E) and Assistant District Director Maurice Richard, Baltimore District Office, Two Hopkins Plaza, Suite 600, Baltimore, MD 21201, (b) (6), (b) (7)(C)@dol.gov and (b) (6), (b) (7)(C)@dol.gov.
- A. **Schedule and Content.** Greenman agrees to furnish OFCCP with the following five reports during the monitoring period according to the following reporting period and report due date schedule:

<u>Report</u>	<u>Reporting Period for Each Report</u>	<u>Report Due Date</u>
1 st	Effective Date of Agreement to December 31, 2020	March 1, 2021
2 nd	January 1, 2021 to December 31, 2021	March 1, 2022
3 rd	January 1, 2022 to December 31, 2022	March 1, 2023
4 th	January 1, 2023 to December 31, 2023	March 1, 2024
5 th	January 1, 2024 to December 31, 2024	March 3, 2025

B. Affirmative Action Programs and Support Data: For progress reports one and two, Greenman will submit its current year Executive Order 11246, Section 503, and VEVRAA Affirmative Action Plans and the support data detailed in #1-6 below.

For progress reports three through five, Greenman will certify that it updated each facility's Executive Order 11246, Section 503, and VEVRAA AAP. Additionally, Greenman will provide the support data detailed in #1-6 below along with the Job Group information from the prior AAP year.

Support Data:

1. Data on Greenman's employment activity (applicants, hires, promotions, and terminations) for the immediately preceding AAP year. Greenman should present this data by job group (as defined in your AAP) or by job title.
 - a. Applicants: For each job group or job title, this analysis must consist of the total number of applicants identified by gender and by race/ethnicity. For each job group or job title, applicants for whom race and/or gender is not known should be included in the data submitted. However, if some of your job groups or job titles (most commonly, entry-level) are filled from the same applicant pool, you may consolidate your applicant data for those job groups or titles. For example, where applicants expressly apply for or would qualify for a broad spectrum of jobs (such as "Production," "Office," etc.) that includes several job groups, you may consolidate applicant data.
 - b. Hires: For each job group or job title, this analysis must consist of the total number of hires identified by gender and race/ethnicity.
 - c. Promotions: For each job group or job title, provide the total number of promotions by gender and race/ethnicity. Also, include a definition of "promotion" as used by your company and the basis on which they were compiled (e.g. promotions to the job group, from and/or within the job group, etc.). If it varies for different segments of your workforce, please define the term as used for each segment. If you present promotions by job title, include the department and job group from which and to which the person(s) was promoted.
 - d. Terminations: For each job group or job title, provide the total number of employee terminations by gender and race/ethnicity. When presenting terminations by job title, include the department and job group from which the person(s) terminated.
2. Employee level compensation data for all employees (including but not limited to full-time, part-time, contract, per diem or day labor, and temporary employees) as of the date of the organizational display or workforce analysis. Provide gender and race/ethnicity information and hire date for each employee as well as job title, EEO-1 Category and job

group in a single file. Provide all requested data electronically, if maintained in an electronic format.

- a. For all employees, compensation includes base salary and/or wage rate, and hours worked in a typical workweek. Other compensation or adjustments to salary such as bonuses, incentives, commissions, merit increases, locality pay or overtime should be identified separately for each employee.
 - b. You may provide any additional data on factors used to determine employee compensation, such as education, past experience, duty location, performance ratings, department or function, and salary level/band/range/grade.
 - c. Documentation and policies related to compensation practices of Greenman should also be included in the submission, particularly those that explain the factors and reasoning used to determine compensation.
3. Documentation of the computations or comparisons described in 41 CFR § 60-300.44(k) for the immediately preceding AAP year pertaining to applicants and hires, including:
- a. The number of applicants who self-identified as protected veterans pursuant to § 60-300.42(a), or who are otherwise known as protected veterans;
 - b. The total number of job openings and total number of jobs filled;
 - c. The total number of applicants for all jobs;
 - d. The number of protected veteran applicants hired; and
 - e. The total number of applicants hired.
4. Documentation of the hiring benchmark adopted and the methodology used to establish it, if using the five factors described in § 60-300.45(b)(2).
5. Documentation of the computations or comparisons described in 41 CFR § 60-741.44(k) for the immediately preceding AAP year pertaining to applicants and hires, including:
- a. The number of applicants who self-identified as individuals with disabilities pursuant to § 60-741.42(a), or who are otherwise known to be individuals with disabilities;
 - b. The total number of job openings and total number of jobs filled;
 - c. The total number of applicants for all jobs;
 - d. The number of applicants with disabilities hired; and
 - e. The total number of applicants hired.
6. The utilization analysis evaluating the representation of individual with disabilities in each job group, or, if appropriate, evaluating the representation of individuals with disabilities in the workforce as a whole, as provided in 41 CFR § 60-741.45.

PART VI: SIGNATURES

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

This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and Greenman Pedersen Inc., 325 West Main Street, Babylon, NY 11702 for the three facilities identified in Part II above.

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

Christer Ericsson
President & CEO
Greenman Pedersen Inc.

Sep 3, 2020

Date

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

Diana Sen
Regional Director
Northeast Region

9/14/20

Date

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

Regional Director
Mid-Atlantic Region

9-14-2020

Date