

**Conciliation Agreement**  
**Between the United States Department of Labor**  
**Office of Federal Contract Compliance Programs**  
**And**  
**H & L Construction, Inc.**  
**20A Henderson Highway**  
**Troy, Alabama 36079**

**PART I: General Provisions**

1. This Agreement is between the Office of Federal Contract Compliance Programs (hereinafter OFCCP) and H & L Construction, Inc. (hereinafter H & L).
2. The violations identified in this Agreement were found during a compliance evaluation of H & L at its construction worksite in the Coffee County, Alabama Economic Area. The Compliance evaluation began on May 24, 2012, and the violations were specified in a Notice of Violation issued April 10, 2013. OFCCP alleges that H & L has violated Executive Order 11246, as amended, and its 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 H & L of any violation of Executive Order 11246, as amended, and its implementing regulations.
4. The provisions of this Agreement will become part of H & L's Affirmative Action Program (AAP). Subject to the performance by H & L of all promises and representations contained herein and in its AAP, all named violations in regard to the compliance of H & L with all OFCCP programs will be deemed resolved. However, H & L 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. H & L 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 H & L's compliance. H & L shall permit access to its premises during normal business hours for these purposes.
6. Nothing herein is intended to relieve H & L from the obligation to comply with the requirements 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 their implementing regulations, or any other equal employment statute or executive order or its implementing regulations.
7. H & L 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, the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended (38 U.S.C. 4212), and their implementing regulations.
8. This Agreement will be deemed to have been accepted by the Government on the date of

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signature by the District Director for OFCCP, unless the Regional Director or the Director, OFCCP, indicates otherwise within 45 days of the District Director's signature on this Agreement.

9. If, at any time in the future, OFCCP believes that H & L has violated any portion of this Agreement during the term of this Agreement, H & L 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 H & L with 15 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 H & L 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 H & L to sanctions set forth in Section 209 of the Executive Order and/or other appropriate relief.

**PART II: Specific Provisions**

1. **VIOLATION:** Compensation data provided by H & L for all employees as of April 30, 2012 revealed that H & L provided lower compensation to three black employees than to similarly situated white employees in the (6), (7)(C) job title. Time with H & L did not explain the disparity in compensation. Accordingly, OFCCP finds that H & L failed to provide equitable compensation to black (6), (7)(C), and (6), (7)(C) because of race, in violation of 41 CFR 60-1.4 (a) (1).

**REMEDY:** Although H & L asserts that this disparity in pay was unintentional, H & L will do the following:

Disburse to (6), (7)(C) \$1,679.04 in back pay and \$84.72 in interest, totaling \$1,763.76. H & L will pay this total to (6), (7)(C) in a lump sum minus deductions required by law. H & L will provide (6), (7)(C) with an IRS Form W-2 for his share of the back pay and an IRS Form 1099 for his share of the interest amount. Additionally, H & L will provide (6), (7)(C) with an annual salary increase of \$4,305.60, from \$24,211.20 to \$28,516.80.

Disburse to (6), (7)(C) \$1,679.04 in back pay and \$84.72 in interest, totaling \$1,763.76. H & L will pay this total to (6), (7)(C) in a lump sum minus deductions required by law. H & L will provide (6), (7)(C) with an IRS Form W-2 for his share of the back pay and an IRS Form 1099 for his share of the interest amount. Additionally, H & L will provide (6), (7)(C) with an annual salary increase of \$4,305.60, from \$24,211.20 to \$28,516.80.

Disburse to (6), (7)(C) \$3,498.01 in back pay and \$176.58 in interest, totaling \$3,674.59. H & L will pay this total to (6), (7)(C) in a lump sum minus deductions



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required by law. H & L will provide (6), (7)(C) with an IRS Form W-2 for his share of the back pay and an IRS Form 1099 for his share of the interest amount. Additionally, H & L will provide (6), (7)(C) with an annual salary increase of \$3,640, from \$25,480 to \$29,120.

H & L will complete the process of monetary distribution no sooner than 45 days and no later than 90 days from the date this Agreement is signed by the District Director, OFCCP.

H & L will not retaliate, harass, or engage in any form of reprisal or other adverse action against (6), (7)(C) and (6), (7)(C) based on or in relation to the terms or provisions of this Remedy.

Within 120 days from the date this Agreement is signed by the District Director, OFCCP, H & L will provide training on its equal opportunity programs for persons involved in determining employee compensation.

H & L will immediately review and, as appropriate, revise its compensation system to ensure that this violation ceases. Thereafter, H & L will review its compensation system at least annually and, as needed, revise it to ensure that this violation does not recur.

2. **VIOLATION:** H & L failed to establish, update and maintain a current list of female and minority recruitment sources, to provide written notification to female and minority recruitment sources and community organizations when H & L had employment opportunities available, and to maintain a record of response to such notifications. 41 CFR 60-4.3 (a) 7b.

**REMEDY:** H & L will establish, update and maintain a current list of female and minority recruitment sources, provide written notification to female and minority recruitment sources and to community organizations when H & L has employment opportunities available, and maintain a record of responses to these notifications.

3. **VIOLATION:** H & L failed to disseminate H & L's EEO policy by: a) posting H & L's EEO policy on bulletin boards accessible to all employees at each location where construction work is performed and b) specifically reviewing H & L's EEO policy with all management personnel and with all female and minority employees at least once a year. 41 CFR 60-4.3 (a) 7f.

**REMEDY:** H & L will post its EEO policy on bulletin boards accessible to all employees at each location where construction work is performed and will, at least once a year, specifically review H & L's EEO policy with all management personnel and with all female and minority employees.

4. **VIOLATION:** H & L failed to review, at least annually, its EEO policy and affirmative action obligations with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions, including specific review of these items with onsite supervisory personnel prior to the initiation of construction work at any job site. 41 CFR 60-4.3 (a) 7g.

**REMEDY:** H & L will review, at least annually, its EEO policy and affirmative action

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obligations with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions, including specific review of these items with onsite supervisory personnel prior to the initiation of construction work at any job site. H & L will make and maintain written records of these reviews, identifying the time and place of these meetings, persons attending, subject matter discussed and disposition of the subject matter.

5. **VIOLATION:** H & L failed to disseminate its EEO policy externally by providing written notification to and discussing H & L's policy with other contractors and subcontractors with whom H & L does or anticipates doing business. 41 CFR 60-4.3 (a) 7h.

**REMEDY:** H & L will disseminate its EEO policy externally by providing written notification to and discussing H & L's policy with other contractors and subcontractors with whom H & L does or anticipates doing business.

6. **VIOLATION:** H & L failed to direct its recruitment efforts, both oral and written, to female and minority recruitment sources and community organizations serving its recruitment area and employment needs. 41 CFR 60-4.3 (a) 7i.

**REMEDY:** H & L will direct its recruitment efforts, both oral and written, to female recruitment sources and community organizations serving its recruitment area and employment needs. H & L's efforts will include, but are not limited to, contacts with the following organizations to seek their aid in identifying and referring qualified female applicants for H & L's vacancies in construction trade positions:

Troy Career Center  
1023 South Brundidge Street, Troy, Alabama 36081  
Janice Grayson, Employment Services Manager, 334-566-3920

Ozark Vocational School  
227 Faust Avenue, Ozark, Alabama 36360  
Jon Murphy, Agriculture and Construction Teacher, 334-774-4949

7. **VIOLATION:** H & L failed to document and maintain records of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations. 41 CFR 60-4.3 (a) 7o.

**REMEDY:** H & L will document and maintain records of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

8. **VIOLATION:** H & L failed to conduct a review, at least annually, of all supervisors' adherence to and performance under H & L's EEO policies and affirmative action obligations. 41 CFR 60-4.3 (a) 7p.

**REMEDY:** H & L will conduct a review, at least annually, of all supervisors' adherence to



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and performance under H & L's EEO policies and affirmative action obligations.

**FUTURE CONDUCT:** H & L will not repeat the above violations.

**PART III: Reporting**

H & L will submit two reports, as stated below, to the Assistant District Director—Birmingham, United States Department of Labor, Office of Federal Contract Compliance Programs, Medical Forum Building, 950 22<sup>nd</sup> Street North, Suite 660, Birmingham, Alabama 35203.

The **first report** shall be due 120 days after the date this Agreement is signed by the District Director, OFCCP. Pursuant to Remedy 1, the first report shall consist of the following:

1. Copies of personnel forms confirming rate of pay adjustments made to three black (6), (7)(C) [REDACTED]
2. Evidence of back pay and interest monies disbursed to three black (6), (7)(C) [REDACTED], including copies of the cancelled checks and pay slips showing the gross amount and legal deductions;
3. Results of H & L's review of its compensation system, including findings, additional equity adjustments and back pay disbursed, if any; and
4. Documentation of training that H & L provided on its equal employment opportunity programs to all persons involved in determining compensation paid to H & L's employees, including any training cost for the above item in excess of H & L's customary training expenditures.

The **second report** shall be due May 15, 2014, and shall cover the period May 1, 2013 through April 30, 2014. The second report shall consist of the following:

1. Pursuant to Remedy 1: Results of H & L's follow-up annual review of its compensation system, including findings, additional equity adjustments and back pay disbursed, if any. This review shall be conducted at least 275 days following the review required in the first report;
2. Pursuant to Remedies 2 and 6: Documentation of efforts by H & L to recruit qualified females and minorities for construction trade vacancies, including contacts with and responses from the recruitment resources identified in Remedy 6 of Part II above and from all other recruitment sources used, along with a report on the number of applicants referred, broken out by trade, gender, recruitment source and the number of applicants hired, broken out by trade, gender and recruitment source;
3. Pursuant to Remedy 3: Documentation that H & L completed specific reviews of its EEO policy with (a) all management personnel; and (b) with all female and minority employees;
4. Pursuant to Remedy 4: Documentation that H & L reviewed its EEO policies and affirmative action obligations with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions, including specific review of these items with onsite supervisory personnel before the initiation of construction work at any new job site. Identify time and place of these meetings, persons attending, subject matter discussed and

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disposition of subject matter;

5. Pursuant to Remedy 5: Documentation that H & L disseminated its EEO policy externally by providing written notification to and discussing H & L's policy with other contractors and subcontractors with whom H & L does or anticipates doing business;
6. Pursuant to Remedy 7: Copy of H & L's records of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, and copies of H & L's solicitations to minority and female contractor associations and other business associations; and
7. Pursuant to Remedy 8: Documentation that H & L reviewed all H & L's supervisors' adherence to and performance under H & L's EEO policies and affirmative action obligations.

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

**INTEGRATION CLAUSE:** This Agreement represents the full Agreement between H & L and OFCCP, and this Agreement supersedes any other agreements, oral or written. In signing this Agreement, neither H & L 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.

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**PART IV: Signatures**

The person signing this Conciliation Agreement on behalf of H & L Construction, Inc. personally warrants that he is fully authorized to do so, that H & L Construction, Inc. 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 H & L Construction, Inc. This Conciliation Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and H & L Construction, Inc.

Date: 4-18-13

(6), (7)(C)

**Terry Mitchell Harris**  
Owner and President  
H & L Construction, Inc.  
20A Henderson Highway  
Troy, Alabama 36079

Date: 5/2/2013

(6), (7)(C), (7)(E)

Compliance Officer—Birmingham  
Office of Federal Contract Compliance  
Programs

Date: 05/06/13

(6), (7)(C)

*File* **Eunsook Kim**  
Assistant District Director—Birmingham  
Office of Federal Contract Compliance  
Programs

Date: 05/06/13

(6), (7)(C)

**Miguel A. Rivera, Jr.**  
District Director—Orlando  
Office of Federal Contract Compliance  
Programs