

Conciliation Agreement
Between the United States Department of Labor
Office of Federal Contract Compliance Programs
And
The Lane Construction Corporation
6135 Park South Dr, Suite 400
Charlotte, North Carolina 28210-0103

PART I: General Provisions

1. This Agreement is between the Office of Federal Contract Compliance Programs (hereinafter, OFCCP) and The Lane Construction Corporation (hereinafter Lane).
2. The violations identified in this Agreement were found during a compliance evaluation of Lane at its construction worksite in the Columbia, South Carolina Standard Metropolitan Statistical Area, which began on May 2, 2012, and they were specified in a Notice of Violation issued February 15, 2013. OFCCP alleges that Lane 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 Lane of any violations of Executive Order 11246, as amended, and its implementing regulations.
4. The provisions of this Agreement will become part of Lane's affirmative action program (AAP). Subject to the performance by Lane of all promises and representations contained herein and in its AAP, all named violations in regard to the compliance of Lane with all OFCCP programs will be deemed resolved. However, Lane 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. Lane 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 Lane's compliance. Lane shall permit access to its premises during normal business hours for these purposes.
6. Nothing herein is intended to relieve Lane 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. Lane 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, or the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended (38 U.S.C. 4212).

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8. This Agreement will be deemed to have been accepted by the Government on the date of 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 Lane has violated any portion of this Agreement during the term of this Agreement, Lane 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 Lane 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 Lane 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 Lane to sanctions set forth in Section 209 of the Executive Order and/or other appropriate relief.

PART II: Specific Provisions

1. **VIOLATION:** Lane failed to ensure that seniority practices, job classifications, work assignments and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that Lane's EEO policy and the specifications listed in 41 CFR 60-4.3(a)7 are being carried out. Specifically, Lane failed to monitor additional work assignments and responsibilities taken on by (b) (6), (7)(C) who performed (b) (6), (7)(C) duties in absence of the foreman. Furthermore, Lane failed to increase the hourly salary rate of (b) (6), (7)(C) for performing the aforementioned duties. 41 CFR 60-4.3(a)7m.

REMEDY: On July 12, 2012, Lane adjusted the pay rate (b) (6), (7)(C) from \$16.00 to \$16.50 per hour. On December 27, 2012, Lane disbursed back pay to (b) (6), (7)(C) in the amount of \$1,057,78, which includes \$24.02 in interest. In addition, Lane will:

- a. prevent retaliation, harassment, and any other form of reprisal or other adverse action against (b) (6), (7)(C) in connection with the terms of this Remedy;
 - b. review Lane's compensation system at least annually to eliminate those policies or practices that led to the violation;
 - c. continually monitor all personnel and employment related activities to ensure practices do not have a discriminatory effect; and
 - d. take action to ensure this violation ceases and does not recur.
2. **VIOLATION:** Lane failed to provide written notification to minority and female recruitment sources and to community organizations when Lane had employment openings available and to maintain a record of the organizations' responses to its notifications. 41 CFR 60-4.3(a)7b.

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REMEDY: Lane will provide written notification to minority and female recruitment sources and to community organizations when Lane has employment opportunities available and maintain a record of the organizations' responses to its notifications.

3. **VIOLATION:** Lane failed to direct its recruitment efforts, both oral and written, to minority and female community organizations, to schools with minority and female students, and to minority and female recruitment and training organizations serving its recruitment area and employment needs. 41 CFR 60-4.3(a)7i.

REMEDY: Lane will direct its recruitment efforts, both oral and written, to minority and female community organizations, to schools with female students, and to female recruitment and training organizations serving its recruitment area and employment needs. Efforts will include, but are not limited to, contact with the following organization to seek their aid in identifying and referring qualified female applicants for Lane's vacancies in construction trade positions:

Telemon Corporation
Ms. Barbara Coleman, State Director
1413 Calhoun Street, Columbia, South Carolina 29211
P.O. Box 12217
Phone: (803) 256-7411, E-mail: bcoleman@telemon.org

National Association of Women in Construction, Chapter 113
Ms. Phyllis Pepting, President
P.O. Box 7531, Columbia, South Carolina 29202
Phone: (803) 732-6446, E-mail: pepting@nawcplumbing.com

Columbia College
Kim Franklin, Director, Career Services
1301 Columbia College Drive, Columbia, South Carolina 29203
Phone: (803) 786-3164, E-mail: kfranklin@columbiase.edu

4. **VIOLATION:** Lane failed to document and maintain a record 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: Lane will document and maintain a record 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.

5. **VIOLATION:** Lane failed to provide to the Director, OFCCP, within 10 working days of award, written notification of any subcontract Lane awarded in excess of \$10,000 at any tier for construction work under Lane's federally assisted contracts. 41 CFR 60-4.2(d)(3).

REMEDY: Lane will provide to the Director, OFCCP, within 10 working days of award, written notification of any subcontract Lane awarded in excess of \$10,000 at any tier for construction work under Lane's federally assisted contracts. This notification will list the

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name, address, telephone number, and employer identification number of the subcontractor; estimated dollar amount and starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

FUTURE CONDUCT: Lane will not repeat the above violations.

PART III: Reporting

Lane will submit **one report**, as stated below, to Assistant District Director- Columbia, United States Department of Labor, Office of Federal Contract Compliance Programs, 1835 Assembly Street, Room 608, Columbia, South Carolina 29201. The report shall be due by March 15, 2014, and shall cover the period of March 1, 2013 through February 28, 2014. The report shall contain the following:

1. Pursuant to Remedy 1: Documentation of Lane's audit to date to ensure that seniority practices, job classifications, work assignments and other personnel practices do not have a discriminatory effect and that Lane carried out its EEO policies and its obligations under the specifications listed in 41 CFR 60-4.3(a)7;
2. Pursuant to Remedy 2: Copies of a) Lane's current list of minority and female recruitment sources, b) Lane's written notification of the opportunities it had available within the reporting period to minority and female recruitment sources and community organizations, and c) the organizations' responses;
3. Pursuant to Remedy 3: Documentation of Lane's efforts to recruit qualified minorities and females for construction trade vacancies, including contacts with and responses from the recruitment resources identified in Part II above and from all other recruitment sources Lane used, along with a report on the number of applicants referred, itemized by trade, race, gender, recruitment source and the number of applicants hired, broken out by trade, race, gender and recruitment source;
4. Pursuant to Remedy 4: Copies of all solicitations of offers for subcontractors from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations;
5. Pursuant to Remedy 5: Copies of Lane's notification(s) to the Director, OFCCP, of Lane's award of construction subcontracts in excess of \$10,000 at any tier for construction work under Lane's Federal and federally-assisted contracts. Notifications shall list the name, address, telephone number, and employer identification number of the subcontractor; estimated dollar amount and starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed;

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

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INTEGRATION CLAUSE: This Agreement represents the full Agreement between Lane and OFCCP and this Agreement supersedes any other agreements, oral or written. In signing this Agreement, neither Lane 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 The Lane Construction Corporation, personally warrants that he is fully authorized to do so, that The Lane Construction Corporation entered into this Conciliation Agreement voluntarily and with full knowledge of the effect thereof, and that execution of this Agreement is fully binding on The Lane Construction Corporation. This Conciliation Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and The Lane Construction Corporation.

DATE: 2-20-13

(6), (7)(C)

Michael Hindt
Regional Vice President, Mid-South Region
The Lane Construction Corporation
6135 Park South Drive, Suite 400
Charlotte, North Carolina 28210-0103

DATE: 2-22-13

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

Compliance Officer--Columbia
Office of Federal Contract Compliance
Programs

DATE: 02/25/13

(6), (7)(C)

Ralph Haile
Assistant District Director--Columbia
Office of Federal Contract Compliance
Programs

DATE: 02/25/13

(6), (7)(C)

Pamela B. Quinn
District Director--Charlotte
Office of Federal Contract Compliance
Programs