

Conciliation Agreement
Between the United States Department of Labor
Office of Federal Contract Compliance Programs
And
G-A Masonry Corporation
7014 Hughes Avenue
Crestwood, Kentucky 40014

PART I: General Provisions

1. This Agreement is between the Office of Federal Contract Compliance Programs (hereinafter OFCCP) and G-A Masonry Corporation (hereinafter G-A Masonry).
2. The violation identified in this Agreement was found during a compliance evaluation of G-A Masonry at its construction project worksite located at Camp Lejeune, North Carolina which began on November 20, 2009, and it was specified in a Notice of Violation issued March 19, 2009. OFCCP alleges that G-A Masonry has violated the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended (38 U.S.C. 4212), and its implementing regulations at 41 CFR Chapter 60 due to the specific violation cited in Part II below.
3. This Agreement does not constitute an admission by G-A Masonry of any violation the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended (38 U.S.C. 4212), as amended and its implementing regulations.
4. The provisions of this Agreement will become part of G-A Masonry's Affirmative Action Program (AAP). Subject to the performance by G-A Masonry of all promises and representations contained herein and in its AAP, the named violation in regard to the compliance of G-A Masonry with all OFCCP programs will be deemed resolved. However, G-A Masonry 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. G-A Masonry 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 G-A Masonry's compliance. G-A Masonry shall permit access to its premises during normal business hours for these purposes.
6. Nothing herein is intended to relieve G-A Masonry 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. G-A Masonry 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

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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 the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended (38 U.S.C. 4212).

8. This Agreement will be deemed to have been accepted by the Government on the date of signature by the Regional Director for OFCCP, unless the Director, OFCCP, indicates otherwise within 45 days of the Regional Director's signature on this Agreement.
9. If, at any time in the future, OFCCP believes that G-A Masonry has violated any portion of this Agreement during the term of this Agreement, G-A Masonry 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 G-A Masonry 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 G-A Masonry 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 G-A Masonry to sanctions set forth in 41 CFR 60-300.66 and/or other appropriate relief.

PART II: Specific Provisions

VIOLATION: G-A Masonry failed to take affirmative action to employ qualified individuals without discrimination based on their status as disabled veterans, recently separated veterans, other protected veterans or Armed forces service medal veterans in all employment practices, specifically recruitment, advertising, job application procedures and hiring, as required by 41 CFR 60-300.5(a)1 and 41 CFR 60-300.20(a) and (b). G-A Masonry failed to immediately list with the North Carolina Employment Security Commission (hereinafter NCESC) all employment openings that existed at the time of the execution of its federal contract and those which occurred during the performance of its contract, as required by 41 CFR 60-300.5(a) 2-3.

As a result, the NCESC was unable to refer to G-A Masonry for employment consideration 79 available qualified veteran Laborers during the period March 1, 2009 to through October 31, 2009. When the 79 available veteran Laborers enrolled with NCESC are combined with G-A Masonry's walk-in applicants and those referred by other means for Laborer vacancies, we note the following: From a pool of 114 non-veteran Laborer applicants, G-A Masonry hired 102 non-veterans (90%) for Laborer positions. During the same period, from a pool of 80 available veterans (including 79 listed with the NCESC and one walk-in), G-A Masonry hired one veteran (1%) for a

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Laborer position. This disparity in selection rates adverse to veteran applicants is statistically significant at the level of 12.21 standard deviations, with a shortfall of 41 veterans.

Additionally, the NCECSC was unable to refer to G-A Masonry for employment consideration five available qualified veteran Brick Layers/Masons during the period March 1, 2009 through October 31, 2009. When the five available veteran Brick Layer/Masons enrolled with NCECSC are combined with G-A Masonry's walk-in applicants and those referred by other means for Brick Layer/Mason vacancies, we note the following: From a pool of 104 Brick Layer/Mason non-veteran applicants, G-A Masonry hired 77 non-veterans (74%) for Brick Layer/Mason positions. During the same period, from a pool of eight available veterans (including five listed with the NCECSC and three who applied onsite), G-A Masonry hired three Veterans (38%) for Brick Layer/Mason positions. This disparity in selection rates adverse to veteran applicants is statistically significant at the level of 2.20 standard deviations, with a shortfall of two veterans.

Accordingly, OFCCP finds that G-A Masonry's failure to comply with its mandatory job listing requirements and its failure to recruit and provide employment to qualified veterans had a discriminatory affect against 84 available veterans not recruited for or hired into Laborer and Brick Layer/Mason positions, in violation of 41 CFR 60-300.5(a) 1, 2 and 3.

REMEDY: On November 20, 2009 G-A Masonry began listing its openings with the NCECSC. On November 30, 2009 G-A Masonry confirmed in written communication its agreement to list, recruit and make offers of employment from available veterans through the NCECSC. G-A Masonry agreed to make offers to 41 veteran Laborers and two veteran Brick Layers/Masons.

G-A Masonry will list its job openings with the State Employment Security Commission (SESC) during such time as it is a covered federal contractor in all of the areas where it is conducting work. G-A Masonry will recruit and make offers of employment to qualified veterans until a total of 43 qualified veterans have accepted job offers for 41 Labor vacancies and two Brick Layer/Mason vacancies or until G-A Masonry is no longer a covered federal contractor, whichever occurs first. G-A Masonry will make job offers to qualified veterans in the order that the SESC refers them. Employment is contingent upon each referred veteran's successfully completing G-A Masonry's post-offer selection and screening process. The criteria for selecting or rejecting any veteran will be no more stringent than those used by G-A Masonry during the review period March 1, 2009 through October 31, 2009. G-A Masonry will provide each veteran referred for a Laborer vacancy, post offer, with a copy of Attachment A—Laborer, "Release of Claims under the Vietnam Era Veterans' Readjustment Assistance Act." G-A Masonry will provide each veteran referred for a Brick Layer/Mason vacancy, post offer, with a copy of Attachment B—Brick Layer/Mason, "Release of Claims under the Vietnam Era Veterans' Readjustment Assistance Act."

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G-A Masonry will make all job offers in writing as vacancies occur, but no later than 180 days after the Regional Director, OFCCP signs this Agreement. New hires must agree upon a start date no more than 14 days from the date of receiving the written job offer. Any new hire who fails to report to work on the start date and time scheduled, without prior approval by G-A Masonry, will be treated as having rejected the job offer. All hiring decisions, including job offers made and documentation of reasons for rejection, will be available for review by OFCCP.

G-A Masonry will hire referred veterans at the current starting rates of pay for the Laborer and Brick Layer/Mason positions into which they are hired. G-A Masonry will provide veterans hired as Brick Layers/Masons with benefits, which are valued at 9% of the daily pay rate, subject to standard eligibility requirements.

G-A Masonry will disburse \$32,800.00 in back pay and \$1,486.45 in interest, for a total financial settlement of \$34,286.45, provided that the 41 referred veterans for Labor vacancies, post-offer, execute the "Release of Claims under the Vietnam Era Veterans' Readjustment Assistance Act." The money will be divided equally among referred veterans and paid to each in two lump sums, less appropriate legal deductions; the first lump sum will be the back pay and the second lump sum will be interest.

G-A Masonry will disburse \$2,763.36 in back pay, \$248.70 in benefits and \$125.21 in interest, for a total financial settlement of \$3,137.27, provided that the two veterans referred for Brick Layer/Mason vacancies, post-offer, execute the "Release of Claims under the Vietnam Era Veterans' Readjustment Assistance Act." The money will be divided equally between two referred Veterans and paid to each in two lump sums, less appropriate legal deductions; the first lump sum will be comprised of back pay and back benefits and the second lump sum will be interest.

Each veteran's share of this payment will be reduced by withholdings for federal income tax, state, and/or local income tax, and the veteran's share of FICA. Each veteran shall receive an IRS Form W-2 for his or her share of the back pay and benefits and an IRS Form 1099 for his or her share of the interest amount.

G-A Masonry will distribute the monetary settlement as described above, to the veterans no sooner than 45 days and no later than 180 days after the Regional Director signs this Agreement and all efforts to have veterans referred have been exhausted. G-A Masonry will complete the process of monetary disbursement and hires, and will provide OFCCP with evidence of job offers, hires, copies of pay slips showing legal deductions and cancelled checks, as indicated in Part III of this Agreement.

G-A Masonry will not retaliate, harass, or engage in any form of reprisal or other adverse action against any referred veteran based on or in relation to the terms or provisions of this Agreement.

G-A Masonry will review, at least annually, and revise, as needed, its selection procedures to ensure that this violation does not recur.

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FUTURE CONDUCT: G-A Masonry will not repeat the above violation.

PART III: Reporting

G-A Masonry shall submit **three reports**, as stated below, to Carley Hicks, Jr., Assistant District Director—Raleigh, United States Department of Labor, Office of Federal Contract Compliance Programs, 4407 Bland Road, Suite 270, Raleigh, North Carolina, 27609.

The **first report** shall be due 60 days after the date on which the Regional Director, OFCCP signs this Agreement. The **second report** shall be due 120 days after the date on which the Regional Director, OFCCP signs this Agreement. The **third report** shall be due 180 days after the date on which the Regional Director, OFCCP signs this Agreement. Each report shall contain the following information:

1. Documentation of listings with the SESC for vacancies.
2. Documentation of all referred veterans and job offers.
3. Documentation of any declined job offer by a referred veteran.
4. Documentation of monies disbursed to each veteran who executed a "Release of Claims under the Vietnam Era Veterans' Readjustment Assistance Act," including copies of the canceled checks and pay slips showing gross amount of back pay and legal deductions.

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

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PART IV: Signatures

The person signing this Conciliation Agreement on behalf of G-A Masonry Corporation personally warrants that he is fully authorized to do so, that G-A Masonry Corporation 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 G-A Masonry Corporation. This Conciliation Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and G-A Masonry Corporation.

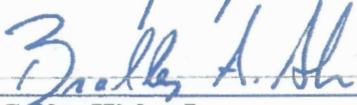
Date: 4/23/2010


Mr. Eugene George
President
G-A Masonry Corporation
7014 Hughes Avenue
Crestwood, Kentucky 40014

Date: 4-26-2010

[70]
Compliance Officer—Raleigh
Office of Federal Contract Compliance
Programs

Date: 4/27/2010

for 
Carley Hicks, Jr.
Assistant District Director—Raleigh
Office of Federal Contract Compliance
Programs

Date: 4/27/2010


Bradley A. Anderson
District Director—Charlotte
Office of Federal Contract Compliance
Programs

Date: 29 April 2010


Evelyn Teague
Regional Director—Southeast
Office of Federal Contract Compliance
Programs

RELEASE OF CLAIMS
UNDER THE VIETNAM ERA VETERANS' READJUSTMENT ASSISTANCE ACT

In consideration of the payment to me of at least \$836.00 (less deductions required by law) by G-A Masonry Corporation (hereinafter G-A Masonry), which I agree is acceptable, and also in consideration of the Conciliation Agreement between G-A Masonry and the Office of Federal Contract Compliance Programs (hereinafter OFCCP), I, _____ agree to the following:

I.

I understand that the amount of \$836.00 set forth above is the minimum gross amount of my portion of the monetary settlement between OFCCP and G-A Masonry, and that the actual payment to me will be reduced, in part, to account for legally required payroll deductions such as income tax withholding and Social Security contributions. I understand that this payment will be reflected on an Internal Revenue Service Form W-2 and a Form 1099 at the end of the calendar year in which the payment is made. Monies reported on the Form 1099 will not be reduced for taxes or other payroll deductions and I understand that I may owe income taxes on the amounts reported to me on the Form 1099.

II.

In exchange for the monetary amount set forth above, I hereby waive, release and forever discharge G A Masonry, its predecessors, related entities, subsidiaries, and organizations, and its and their directors, officers, employees, agents, successors, and assigns, of and from any and all actions, causes of action, damages, liabilities, and claims arising out of the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended (38 U.S.C. 4212), which I or my representatives (heirs, executors, administrators, or assigns) have or may have which relate in any way to my selection for employment by G A Masonry at any time prior to the effective date of the Release.

III.

I understand that G-A Masonry denies that it treated me unlawfully or unfairly in any way and that G-A Masonry entered into the above-referenced Conciliation Agreement with OFCCP in the spirit of conciliation and to bring closure to the Compliance Evaluation initiated by OFCCP on November 20, 2009. I further agree that the payment of the aforesaid sum by G-A Masonry to me is not to be construed as an admission of any liability by G-A Masonry.

IV.

I declare that I have read this Release and that I have had a full opportunity to consider and understand its terms and to consult with my advisors. I further declare that I have decided of my own free will to sign this Release.

V.

I understand that, if I do not sign this Release, I will not be entitled to receive any of the financial or other relief provided in the Conciliation Agreement.

IN WITNESS WHEREOF, I have set my hand to this _____ day of _____, _____.
Day Month Year

Signature

RELEASE OF CLAIMS
UNDER THE VIETNAM ERA VETERANS' READJUSTMENT ASSISTANCE ACT

In consideration of the payment to me of at least \$1,568.00 (less deductions required by law) by G-A Masonry Corporation (hereinafter G-A Masonry), which I agree is acceptable, and also in consideration of the Conciliation Agreement between G-A Masonry and the Office of Federal Contract Compliance Programs (hereinafter OFCCP), I, _____ agree to the following:

I.

I understand that the amount of \$1,568.00 set forth above is the minimum gross amount of my portion of the monetary settlement between OFCCP and G-A Masonry, and that the actual payment to me will be reduced, in part, to account for legally required payroll deductions such as income tax withholding and Social Security contributions. I understand that this payment will be reflected on an Internal Revenue Service Form W-2 and a Form 1099 at the end of the calendar year in which the payment is made. Monies reported on the Form 1099 will not be reduced for taxes or other payroll deductions and I understand that I may owe income taxes on the amounts reported to me on the Form 1099.

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In exchange for the monetary amount set forth above, I hereby waive, release and forever discharge G A Masonry, its predecessors, related entities, subsidiaries, and organizations, and its and their directors, officers, employees, agents, successors, and assigns, of and from any and all actions, causes of action, damages, liabilities, and claims arising out of the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended (38 U.S.C. 4212), which I or my representatives (heirs, executors, administrators, or assigns) have or may have which relate in any way to my selection for employment by G A Masonry at any time prior to the effective date of the Release.

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I understand that G-A Masonry denies that it treated me unlawfully or unfairly in any way and that G-A Masonry entered into the above-referenced Conciliation Agreement with OFCCP in the spirit of conciliation and to bring closure to the Compliance Evaluation initiated by OFCCP on November 20, 2009. I further agree that the payment of the aforesaid sum by G-A Masonry to me is not to be construed as an admission of any liability by G-A Masonry.

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I understand that, if I do not sign this Release, I will not be entitled to receive any of the financial or other relief provided in the Conciliation Agreement.

IN WITNESS WHEREOF, I have set my hand to this _____ day of _____, _____.
Day Month Year

Signature