

Conciliation Agreement
Between the United States Department of Labor
Office of Federal Contract Compliance Programs
And
Jackson Paving & Construction, Inc.
2908 Scottsboro Highway
Guntersville, Alabama 35976

PART I: General Provisions

1. This Agreement is between the Office of Federal Contract Compliance Programs (hereinafter, OFCCP) and Jackson Paving & Construction, Inc. (hereinafter Jackson Paving).
2. The violation identified in this Agreement was found during a compliance evaluation of Jackson Paving at its construction worksites in the DeKalb County, Alabama Economic Area, which began on July 26, 2012, and it was specified in a Notice of Violation issued August 30, 2012. OFCCP alleges that Jackson Paving has violated Executive Order 11246, as amended, 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 Jackson Paving of any violation of Executive Order 11246, as amended, and its implementing regulations.
4. The provisions of this Agreement will become part of Jackson Paving's Affirmative Action Program (AAP). Subject to the performance by Jackson Paving of all promises and representations contained herein and in its AAP, all named violations in regard to the compliance of Jackson Paving with all OFCCP programs will be deemed resolved. However, Jackson Paving 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. Jackson Paving 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 Jackson Paving's compliance. Jackson Paving shall permit access to its premises during normal business hours for these purposes.
6. Nothing herein is intended to relieve Jackson Paving from the obligation to comply with the requirements of Executive Order 11246, as amended and its implementing regulations, or any other equal employment statute or executive order or its implementing regulations.
7. Jackson Paving 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, and its implementing regulations.
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.

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

PART II: Specific Provisions

VIOLATION: Compensation data provided by Jackson Paving for all employees as of August 8, 2012 revealed that Jackson Paving provided lower compensation to (b) (7) (c), a minority Unskilled Laborer employee, than to a similarly situated non-minority employee in the Unskilled Laborer job title. Time in Company, time in current job, experience and performance did not explain the compensation disparity. Accordingly, OFCCP finds that Jackson Paving failed to afford equal employment opportunity in compensation to one minority Unskilled Laborer, who was paid less than one non-minority comparator because of race, in violation of 41 CFR 60-1.4(a)(1).

REMEDY: On August 13, 2012, although Jackson Paving affirms that this disparity in pay was unintentional, Jackson Paving adjusted the pay rate as follows:

Jackson Paving provided (b) (7) (c) with an adjustment by raising his salary \$0.31 per hour. Additionally, on August 24, 2012, Jackson Paving disbursed to (b) (7) (c) \$82.95 in back pay and \$0.31 in interest, totaling \$83.26. The money was paid to (b) (7) (c) in a lump sum, minus deductions required by law. This payment was reduced by withholdings for federal income tax, state, and/or local income tax, and (b) (7) (c) share of FICA. (b) (7) (c) shall receive an IRS Form W-2 for his share of the back pay and benefits and an IRS Form 1099 for his share of the interest amount.

Jackson Paving will not retaliate, harass, or engage in any form of reprisal or other adverse action against Mr. Bravo-Valdez based on or in relation to the terms or provisions of this Remedy.

Within 120 days of the District Director's signature on this Agreement, Jackson Paving will provide training on its equal employment opportunity programs for all persons involved in determining compensation for Jackson Paving's employees. Jackson Paving will update this training annually thereafter.

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Jackson Paving will immediately review and revise, as appropriate, its compensation system to ensure that this violation ceases. In addition, Jackson Paving will review its compensation system at least annually and revise it, as needed, to ensure that this violation does not recur.

FUTURE CONDUCT: Jackson Paving will not repeat the above violation.

PART III: Reporting

Jackson Paving 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 22nd Street North, Suite 660, Birmingham, Alabama 35203.

The **first report** shall be due 60 days after the date this Agreement is signed by the District Director, OFCCP. The first report shall consist of the following:

Results of Jackson Paving's review of its compensation system, to include findings, additional equity adjustments and back pay disbursed, if any.

The **second report** shall be due October 31, 2013 and shall cover the period October 1, 2012 through September 30, 2013. The second report shall consist of the following:

1. Results of Jackson Paving's follow-up annual review of its compensation system, including findings, additional equity adjustments and back pay, if any. This review shall be conducted at least 275 days following the review required in the first report;
2. Record of presentation of Jackson Paving's equal employment opportunity training to all persons involved in determining compensation for Jackson Paving's employees, including the date(s) of training, cost of training, and names and job titles of recipients;

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 Jackson Paving that Jackson Paving has satisfied its reporting requirements, whichever occurs earlier, unless OFCCP notifies Jackson Paving in writing prior to the end of the 90-day period that Jackson Paving has not satisfied its reporting requirements pursuant to this Agreement.

INTEGRATION CLAUSE: This Agreement represents the full Agreement between Jackson Paving and OFCCP and this Agreement supersedes any other agreements, oral or written. In signing this Agreement, neither Jackson Paving 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 Jackson Paving & Construction, Inc. personally warrants that he is fully authorized to do so; that Jackson Paving & 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 Jackson Paving & Construction, Inc. This Conciliation Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and Jackson Paving & Construction, Inc.

DATE: Sept 5, 2012

(b) (7) (c)

Ron Jackson
President
Jackson Paving & Construction, Inc.
2908 Scottsboro Highway
Guntersville, Alabama 35976

DATE: 09/11/12

(b) (7) (e)

Compliance Officer—Birmingham
Office of Federal Contract
Compliance Programs

DATE: 4-11-12

(b) (7) (c)

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

DATE: 09/14/12

(b) (7) (c)

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