

Dated: December 13, 1994.
 Edward A. Mackowiak,
Vice President.
 On behalf of the Office of Federal Contract
 Compliance Programs.
 Thomas S. Williamson,
Solicitor of Labor.
 James D. Henry,
Associate Solicitor.
 Debra A. Millenson,
Senior Trial Attorney.

Dated: December 20, 1994.
 Gretchen M. Lucken,
*Attorney, U.S. Department of Labor, Room
 N-2464, 200 Constitution Ave., N.W.,
 Washington, DC 20210, (202) 219-5854.*

It is understood that each of the
 subsidiaries of KESC will sign this consent
 decree in its own name and such signature
 page shall be added to the consent decree.

On behalf of Kimmins Abatement
 Corporation.
 Dated December 14, 1994.
 Daniel Hoffner,
Assistant Secretary.
 On behalf of Kimmins Industrial Services
 Corporation.

Dated: December 14, 1994.
 Norman S. Dominiak,
Treasurer.
 On behalf of Thermocor Kimmins, Inc.
 Dated: December 14, 1994.
 Thomas C. Andrews,
President.

On behalf of Kimmins International.
 Dated: December 13, 1994.

Joseph M. Williams,
Secretary.
 On behalf of Kimmins Contracting
 Corporation.
 Dated: December 13, 1994.

John V. Simon, Jr.,
President.
 On behalf of Transcor Waste Services, Inc.
 Dated: December 13, 1994.

Francis M. Williams,
President.
 On behalf of Kimmins Recycling Corp.
 Charles A. Baker, Jr.

**Attachment A—Conciliation Agreement
 Between U.S. Department of Labor, Office of
 Federal Contract Compliance Programs and
 Kimmins Abatement Co., 256 3rd Street,
 Niagara Falls, New York 14303**

Part I: General Provisions

1. This Agreement is between the
 Office of Federal Contract Compliance

Programs (hereinafter OFCCP) and
 Kimmins Abatement Co. 255 3rd Street,
 Niagara Falls, New York 14303,
 (hereinafter Kimmins).

2. The violations identified in this
 Agreement were found during a
 compliance review of Kimmins which
 began on October 22, 1991 and they
 were specified in a Notice of Violation
 issued October 31, 1991. OFCCP alleges
 that Kimmins violated Executive Order
 11246, as amended, and implementing
 regulations at 41 CFR Chapter 60 due to
 the specific violations cited in Part II
 below.

3. Subject to the performance by
 Kimmins of all promises and
 representations contained herein and all
 named violations in regard to the
 compliance of Kimmins with all OFCCP
 programs will be deemed resolved.
 However, Kimmins is advised that the
 commitments contained in this
 Agreement do not preclude future
 determinations or noncompliance based
 on a finding that the commitments are
 not sufficient to achieve compliance.

4. Kimmins 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 Kimmin's
 compliance. Kimmins shall permit
 access to its premises during normal
 business hours for these purposes.

5. Nothing herein is intended to
 relieve Kimmins from the obligation to
 comply with the requirements of
 Executive Order 11246, as amended,
 and/or Section 503 of the Rehabilitation
 Act of 1973, as amended, and/or the
 Vietnam Era Veterans' Readjustment
 Assistance Act of 1974, as amended (38
 USC 2012) and implementing
 regulations, or any other equal
 employment statute or executive order
 or its implementing regulations.

6. Kimmins 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, and/or the Vietnam

Era Veterans' Readjustment Assistance
 Act of 1974, as amended (38 USC 2012).

7. 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, OFCP indicates otherwise
 within 45 days of the District Director's
 signature of this Agreement.

8. If, at any time in the future, OFCCP
 believes that Kimmins has violated any
 portion of this Agreement during the
 term of this Agreement, Kimmins 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
 Kimmins with 15 days from receipt of
 the notification to respond in writing,
 except where OFCCP alleges that such
 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 Kimmins
 have violated this Conciliation
 Agreement, evidence regarding the
 entire scope of Kimmin's alleged
 noncompliance which gave rise to the
 Notice of Violations from which this
 Conciliation Agreement resulted, in
 addition to evidence regarding the
 Kimmin's alleged violation of the
 Conciliation Agreement, may be
 introduced at enforcement proceedings.

Liability for violation of this
 Agreement may subject Kimmins to
 sanctions set forth in Section 209 of the
 Executive Order, and/or other
 appropriate relief.

Part II: Specific Provisions

1. *Violation:* Kimmins failed to
 demonstrate good faith efforts towards
 increased female employment, as
 required by 41 CFR 60-4.3(a), 7 b, c, and
 i, in the following craft(s):

Craft	Goal (%)		Utilization (%)	
	Minority	Female	Minority	Female
Laborer	7.7	6.9	12.0	0.0