

CONCILIATION AGREEMENT  
BETWEEN  
THE U. S. DEPARTMENT OF LABOR  
OFFICE OF FEDERAL CONTRACT COMPLIANCE PROGRAMS  
AND  
SAVANNAH RIVER NUCLEAR SOLUTIONS, LLC  
AIKEN, SOUTH CAROLINA 29808  
OFCCP CASE NO. R00154900

**PART I. PRELIMINARY STATEMENT**

The Office of Federal Contract Compliance Programs (“OFCCP”) commenced a compliance evaluation of the Savannah River Nuclear Solutions, LLC (“SRNS”) establishment located at 6150 Woodside Executive Ct, Aiken, South Carolina 29201, on October 5, 2009, and found that SRNS was not in compliance with the Executive Order 11246, as amended (“E.O. 11246”) and its implementing regulations at 41 C.F.R. Section(s) 60-1 and 60-2. OFCCP notified SRNS of the initial violations found and the corrective actions required in a Notice of Violations issued on March 20, 2014. In the interest of resolving the violations without engaging in further legal proceedings and in exchange for the good and valuable consideration described in this document, OFCCP and SRNS enter into this Conciliation Agreement (“Agreement”) and agree to all the terms stated below.

**PART II. GENERAL TERMS AND CONDITIONS**

- 1) In exchange for SRNS’s fulfillment of all obligations in Parts III and IV of the Agreement, OFCCP agrees not to institute administrative or judicial enforcement proceedings under E.O. 11246 based on the violations described in more detail in Part III below. However, OFCCP has the right to initiate legal proceedings to enforce the Agreement itself if SRNS violates this Agreement. Nothing in this Agreement precludes OFCCP from initiating enforcement proceedings based on future compliance evaluations or complaint investigations.
- 2) SRNS agrees that OFCCP may review its compliance with this Agreement. As part of such review, OFCCP may require written reports, inspect the premises, interview witnesses, and examine and copy documents. SRNS will permit access to its premises during normal business hours for these purposes and will provide OFCCP with all reports and documents requested.
- 3) SRNS understands that nothing in this Agreement relieves SRNS of its obligation to fully comply with the requirements of E.O. 11246, Section 503 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 793 (“Section 503”), the Vietnam Era Veterans’ Readjustment Assistance Act of 1974, as amended, 38 U.S.C. § 4212 (“VEVRAA”), their implementing regulations, and other applicable equal employment laws.

- 4) SRNS will not harass, intimidate, threaten, coerce or discriminate, or otherwise retaliate against any individual because the individual: benefits from this Agreement, files a complaint or participates in any investigation or proceeding under E.O. 11246, Section 503, and/or VEVRAA, or engages in any activity listed at 41 C.F.R. § 60-1.32(a).
- 5) The parties understand the terms of this Agreement and enter into it voluntarily.
- 6) This Agreement, including its attachments, contains the complete and final understanding of the parties with respect to the matters referenced herein. This Agreement contains all terms by which the parties are bound and it supersedes all prior written or oral negotiations and agreements. There will be no modifications or amendments to this Agreement unless they are in writing, signed by all parties.
- 7) If one or more provisions of this Agreement are rendered unlawful or unenforceable, the remaining provisions will remain in full force and effect.
- 8) This Agreement becomes effective on the day it is signed by the Regional Director of the Southeast Region (the "Effective Date") unless the Director of OFCCP indicates otherwise within 45 calendar days of the date the Regional Director signs the Agreement.
- 9) This Agreement will expire sixty (60) days after SRNS submits the final report required in Part IV-1.d, below, unless OFCCP notifies SRNS in writing prior to the expiration date that SRNS has not fulfilled all of its obligations under the Agreement, in which case, the Agreement is automatically extended until the date that OFCCP determines SRNS has met all of its obligations under the agreement as long as SRNS is subject to OFCCP regulations.
- 10) If SRNS violates this Agreement, the procedures set forth at 41 C.F.R. § 60-1.34 will govern. If OFCCP believes that SRNS violated any term of the Agreement while it was in effect, OFCCP will send SRNS written notice stating the alleged violations and summarizing any supporting evidence. SRNS will have 15 days from receipt of such notice to demonstrate in writing that it has not violated the Agreement, unless such a delay would result in irreparable injury to the employment rights of affected employees or applicants. If SRNS is unable to demonstrate that it has not violated the Agreement, or if OFCCP alleges irreparable injury, enforcement proceedings may be initiated immediately without issuing a show cause notice or proceeding through any other requirement.

OFCCP may seek enforcement of this Agreement itself and is not required to present proof of any underlying violations resolved by this Agreement.

SRNS may be subject to the sanctions set forth in Section 209 of the E.O. 11246 and/or other appropriate relief for violation of this Agreement.

- 11) This Agreement does not constitute an admission by SRNS of any violation of E.O. 11246, Section 503, VEVRAA, or other laws, nor has there been an adjudicated finding that SRNS violated any laws.

- 12) The parties understand that nothing in this Agreement is binding on any governmental agency other than the United States Department of Labor or on any corporate entities other than SRNS.
- 13) Each party shall bear its own fees and expenses with respect to this matter.
- 14) This Agreement is limited to the facts of this case. Neither this Agreement, nor any part of the negotiations that occurred in connection with the creation of this settlement, will constitute evidence with respect to any OFCCP or SRNS policy, practice or position in any lawsuit, legal proceeding, administrative proceeding, compliance evaluation or audit, except for legal or administrative proceedings concerning the enforcement or interpretation of this Agreement.

### **PART III. SPECIFIC VIOLATIONS AND REMEDIES**

#### **1. VIOLATION**

OFCCP has alleged as follows:

- A. OFCCP determined that since at least March 29, 2010, SRNS has discriminated in compensation against females employed in the following positions: Lead Admin Specialist C, Lead Admin Specialist D and Engg & Tech Support Specialist. 41 C.F.R. 60 1.4(a)(1).
- B. OFCCP determined that since at least March 29, 2010, SRNS has discriminated in compensation against Blacks employed in the following positions: Lead Ops Specialist C 41 C.F.R. 60 1.4(a)(1).
- C. OFCCP's regression analyses indicate that from January 1, 2009 through June 13, 2014, SRNS has paid certain females employed in the positions: Lead Admin Specialist C, Lead Admin Specialist D, Engg & Tech Support and Lead Ops Specialist C less per year than males in the Lead Admin Specialist C, Lead Admin Specialist D and Engg & Tech Support Specialist at the SRNS site. Also, SRNS has paid certain Blacks in the Lead Ops Specialist C position less per year than Whites in the Lead Ops Specialist C position at the SRNS site. OFCCP's analyses demonstrate that a statistically significant disparity in compensation remained even when legitimate factors affecting pay were taken into account.

#### **D. REMEDY FOR AFFECTED CLASS**

- 1) **Notice.** Within thirty (30) calendar days of the Effective Date, SRNS must notify the Affected Class employees, including females in Lead Admin Specialist C, Lead Admin Specialist D, Engg & Tech Support Specialist and Blacks in Lead Ops Specialist C listed in Attachment A of the terms of this Agreement by mailing by first

class mail to each individual in the affected class ("Class Members") the Notice to Affected Class (Attachment B, "Notice"), Claim Form (Attachment C, "Claim Form"), Release of Claims Under The Executive Order (Attachment D, "Release Form") and a postage paid return envelope. The Notice and Claim Form will state that Class Members must return the form by a specified deadline, at least 45 days after SRNS mails the notifications to the Class Members. SRNS will notify OFCCP, via e-mail sent to Senior Compliance Officer (b) (7) (c) @dol.gov of all letters returned as undeliverable on a monthly basis. In addition, within 45 calendar days after expiration of the response deadline set out in the Claim Form, SRNS will provide OFCCP with a list of the Class Members who have not yet responded to the Notice and/or have not returned a signed Claim Form. OFCCP will then attempt to obtain and provide updated addresses to SRNS within thirty (30) calendar days of receiving the list from SRNS. SRNS agrees to mail a second Notice, Claim Form, and postage paid return envelope to all individuals for whom updated addresses were obtained within fifteen (15) calendar days of receiving the updated addresses.

a. Upon receipt of the last completed Information Form submitted within thirty (30) days in response to the second mailing, SRNS shall compile a list of all Class Members who have submitted completed Claim Forms and Release Forms in accordance with the instructions in the Notice and within the time period specified above in response to either the initial mailing of the Forms or the second mailing. Said list shall constitute the "Final List." SRNS may choose to include on the Final List any Class Member who returned a completed Claim Form and Release Form after the time period expired, but it is under no obligation to do so.

b. Within ten (10) days of its receipt of the last completed Forms timely submitted after the second mailing, SRNS shall submit to OFCCP, via overnight mail and/or e-mail, the Final List and copies of all completed Claim Forms and Release Forms not previously submitted to OFCCP.

c. If OFCCP believes any Class Member should be included on the Final List but is not, it shall notify SRNS in writing, via email, and identify such Class Members within ten (10) days of its receipt of the Final List. In such written notification, OFCCP shall provide SRNS the reasons why it believes any Class Member should be included on the Final List. The parties will negotiate in good faith to resolve any dispute between them about inclusion or exclusion of any Class Member on the Final List. Any Class Members whom the parties agree will be added to the Final List pursuant to this paragraph will be added by OFCCP no later than twenty (20) days after OFCCP's receipt of the Final List. The individuals that both sides agree should be on the Final List are deemed Eligible Class Members.

- 2) **Eligibility.** All Eligible Class Members will receive a share of the monetary settlement as denoted in the Final List. If an individual receives, but does not return the Claim Form and Release Form to SRNS by the deadline provided on the Claim Form, he/she will no longer be entitled to a payment under this Agreement unless he/she is added to the Final List pursuant to the procedures detailed in Paragraph

D1(a) or (c). All individuals on the Final List will receive a share of the monetary settlement.

- 3) **Monetary Settlement (Backpay).** In settlement of all claims for back pay and interest, to the affected class, SRNS agrees to pay to Eligible Class Members the maximum amount of \$234,895.97, which includes back pay totaling \$213,769.25, as well as interest totaling \$21,126.72 "Settlement Fund". SRNS agrees to distribute the Settlement Fund, less legal deductions required by law from back pay only (such as federal, state and/ or local taxes and the Eligible Class Members' share of FICA taxes). Within the later of (i) thirty (30) days of its receipt of the Final List, as set forth in D1a., or (ii) fifteen (15) days of the parties' agreement to add any Class Members to the Final List pursuant to paragraph D1 c. above, OFCCP shall submit to SRNS, via email and/or overnight mail, a list showing the total amount of the Settlement Fund payments, based on the payments identified for each Eligible Class Member as set forth in Attachment A. Residual amounts in the Settlement Fund, if any, shall be distributed as provided in Section III.1.D(7) "Remaining Funds." Within thirty (30) days of its receipt from OFCCP's confirmation of the Final List, SRNS shall take the following actions:
- a. pay each such Eligible Class Member who is employed by SRNS at that time the amount denoted in the Final List in the manner in which the Eligible Class Member is normally paid his/her regular salary (e.g., direct deposit, check), subject to all lawful deductions as set forth in paragraph D.3; and
  - b. mail a check to all other Eligible Class Members, not employed by SRNS at the time payments are made, in the respective amounts denoted in the Final List, subject to all lawful deductions as set forth in paragraph D.3.
  - c. At the time of all payments described in this paragraph, SRNS shall also notify OFCCP via email and first class mail that it has forwarded payments to the Eligible Class Members and of the amounts paid to each such Eligible Class Member.

SRNS shall make all legal deductions required by law (e.g., federal, state and/or local taxes and FICA) and shall pay to the appropriate government agencies the employer's share of Social Security withholding and any other tax payments required by law attributable to each Eligible Class Member on the portion of the settlement fund designated as back pay, from additional funds separate from the negotiated back pay and interest amounts designated above. At such time as SRNS provides its employees with Form W-2s, SRNS shall also mail a Form W-2 to each Eligible Class Member who is not employed by SRNS. For any portion designated as interest, SRNS will issue a Form 1099 at the same time it issues the Form W-2 if so required by IRS regulations.

- 4) **Documentation.** Within thirty (30) days of making the payments as set forth in paragraphs D3 above, SRNS shall provide OFCCP, via e-mail sent to (b) (7) (c) [REDACTED]@dol.gov, with:
- a. Payroll stubs or the equivalent verifying that it has paid Eligible Class Members who are employed by SRNS, pursuant to paragraph D.3; and

- b. Copies of all cancelled checks or other verification of payment, such as a summary statement from the financial institution from which the payments were made, from Eligible Class Members who were mailed checks pursuant to paragraph D.3 that have been received by SRNS as of such time.
  - c. All other cancelled checks and all checks returned as undeliverable at the end of each subsequent thirty-day period during which any such cancelled and/or returned checks are received, up to 180 days after the date of mailing checks to Eligible Class Members as set forth in paragraph D.3.
- 5) **Undelivered Funds.** OFCCP will have thirty (30) days from receipt of any checks returned as undeliverable to an Eligible Class Member to locate the specific Eligible Class Member and to inform SRNS of a corrected address so that the check may be re-mailed. SRNS will re-mail the check by certified mail within fifteen (15) days of receiving from OFCCP the corrected address.
- 6) **Uncashed Funds.** Any check sent to an Eligible Class Member which remains uncashed 365 days after either the date on which the check was initially mailed to the Eligible Class Member, or the date on which the check was mailed to the Eligible Class Member for the second time pursuant to the process described in paragraph D., or which is returned as undeliverable after the process described in paragraph D. has been completed, whichever is later, shall be void.
- 7) **Remaining Funds.** Any amount of money remaining in the Settlement Fund due to any such uncashed or undeliverable checks (“Residual Amount”) shall be shared equally among all Eligible Class Members for whom payment was deposited or who cashed checks sent to them pursuant to paragraph D of this Agreement if the amount of the uncashed funds would result in a payment of \$20.00 or more to each of the Eligible Class Members. Payment of shares of any Residual Amount shall be made in the manner specified in paragraph D.5. SRNS shall provide written verification of any Residual Amount that is in the Settlement Fund ten (10) days prior to making the payments described in this paragraph. SRNS will have sixty (60) days to distribute any Residual Amount at the same proportion as the initial distribution to Eligible Class Members. Within thirty (30) days of making the payments as set forth above, SRNS shall provide OFCCP, via e-mail sent to (b) (7) (c) [REDACTED]@dol.gov, with the documentation listed in paragraph 4 above. If the total amount of uncashed funds would result in a payment, after deductions, of less than \$20.00 to each Eligible Class Member, SRNS will use any funds that remain uncashed or which have not been distributed to provide training in Equal Employment Opportunity to managers in addition to the training it is obligated to provide as required in Part IV 1 b.
- 8) **Monitoring.** On an annual basis through the term of this Agreement, SRNS will conduct a statistically appropriate analysis of compensation controlling for mutually agreeable legitimate business factors used by SRNS in compensation decisions for Lead Admin Specialist C, Lead Admin Specialist D, Engg & Tech Support Specialist and Lead Ops Specialist C at the SRNS site using payroll data that is current. If the

analysis results in a statistically significant disparity (t-statistic) of -1.96 or more, or a statistically significant finding utilizing an appropriate statistical analytic method, adverse to females or Blacks, SRNS agrees to conduct further research to examine the alleged disparity to determine if it is explained by factor(s) not included in the analysis. SRNS agrees to increase the salaries of females and Blacks who may potentially be affected within sixty (60) days after conducting the analysis. Before making any adjustments, SRNS will share the results of its analysis with OFCCP, including the relevant data files, statistical analysis programs, and their associated output and log files showing the proposed adjustments. OFCCP will have 15 days to notify SRNS of any reason it believes the adjustments should not be made or any disagreement with SRNS's analysis or proposed adjustments as compared with the criteria set forth in the Agreement. The parties will make every effort to timely resolve any disputes regarding the proposed adjustments or SRNS's compliance with the terms of this paragraph.

On an annual basis through the term of this Agreement, SRNS will provide OFCCP with all information OFCCP identifies as necessary for OFCCP to determine if there is compensation discrimination against females in the Lead Admin Specialist C, Lead Admin Specialist D, Engg & Tech Support Specialist and compensation discrimination against Blacks in Lead Ops Specialist C positions at the SRNS site, including but not limited to payroll data and all information relating to salary increases and adjustments.

#### **E. NON-MONETARY REMEDIES FOR AFFECTED CLASS.**

SRNS will ensure that all employees are afforded equal employment opportunities with respect to SRNS's policies and practices that affect compensation. SRNS agrees to continue or to implement the corrective actions detailed below.

- 1) Develop Improved Compensation Practices. SRNS will develop and write new policies to eliminate all practices that may have had an adverse effect on the compensation of females in the Lead Admin Specialist C, Lead Admin Specialist D, Engg & Tech Support Specialist positions, and of Blacks in the Lead Ops Specialist C position based on the results of the evaluation set forth below. SRNS will develop and implement procedures to ensure proper application and self-monitoring of the compensation system applied to individuals in the Lead Admin Specialist C, Lead Admin Specialist D, Engg & Tech Support Specialist and Lead Ops Specialist C positions in compliance with 41 CFR 60-1.4(a)(1). SRNS expressly agrees to continue its present practice of investigating any complaint or information it receives that may indicate compensation disparities.
- 2) Evaluation. For the Lead Admin Specialist C, Lead Admin Specialist D, Engg & Tech Support Specialist and Lead Ops Specialist C positions, SRNS will conduct a study relevant to its organization to evaluate whether promotion decisions, performance evaluation ratings, the availability of training opportunities, leave policies, steering applicants into low paying jobs, and/or limiting the opportunity to transfer to better jobs have a disproportionately negative effect on the compensation of females and Blacks.

**2. VIOLATION:**

SRNS failed to develop and implement an internal audit and reporting system that measured the effectiveness of its total Affirmative Action Program (AAP) as required by 41 CFR 60-2.17(d) 1 through 4. Specifically, SRNS failed to monitor records of all personnel activity, failed to require internal reporting on a scheduled basis, failed to review and report results with all levels of management, and failed to advise top management of program effectiveness and submit recommendations to improve unsatisfactory performance.

**REMEDY:**

SRNS will develop and implement an internal audit and reporting system that periodically measures the effectiveness of its total affirmative action program as required by 41 CFR 60-2.17(d) 1 through 4, including identifying barriers to equal employment opportunity, particularly with regard to females, when administering its pay practices for Lead Admin Specialist C, Lead Admin Specialist D, Engg & Tech Support Specialist and with regard to Blacks in the Lead Ops Specialist C positions.

The internal audit and reporting system must include the following, as described in 41 CFR Sec. 60-2.17:

- a) Monitoring records of all personnel activity including compensation, at all levels to ensure that its nondiscriminatory policy is carried out;
- b) Requiring internal reporting on a scheduled basis as to the degree to which equal employment opportunity and organizational objectives are attained;
- c) Reviewing report results with all levels of management; and
- d) Advising top management of program effectiveness and submitting recommendations, including specific steps and concrete strategies, to improve unsatisfactory performance.

**3. VIOLATION:**

SRNS failed to perform an in-depth analysis of its total employment process to determine whether and where impediments to equal employment opportunity exist, in violation of 41 CFR 60-2.17(b). Specifically, SRNS failed to evaluate compensation systems applicable to Lead Admin Specialist C, Lead Admin Specialist D, Engg & Tech Support Specialist and Lead Ops Specialist C positions to determine whether there were gender-based and race-based disparities.

**REMEDY:**

SRNS will evaluate compensation systems to determine whether and where impediments to equal employment opportunity exist, including analyzing all impediments that result in gender-based and race-based disparities.

**FUTURE CONDUCT:** SRNS agrees to undertake all efforts necessary to provide equal employment opportunity and prevent record-keeping and other violations referenced in OFCCP regulations at 41 CFR 60-1.12(a)(d), 41 CFR 60-3.15, 41 CFR 60-2.1(b) and 41 CFR 60-3.

**Part IV. REPORTS REQUIRED.**

1. SRNS must submit the documents and reports described below to: Pamela Quinn, District Director of OFCCP, 3800 Arco Corporate Drive, Suite 465, Charlotte, North Carolina 28273.
  - a. Within 120 calendar days of the Effective Date, SRNS must submit a copy of the written revised compensation policies and practices described in section Part III-1.E.
  - b. Within 225 days of the Effective Date of this Agreement, SRNS must submit documentation that all managers, supervisors, and other personnel involved in making compensation decisions for individuals employed in Lead Admin Specialist C, Lead Admin Specialist D, Engg & Tech Support Specialist and Lead Ops Specialist C positions have received training on all new and revised policies, procedures, and programs developed under Part III-1.E. of this Agreement. The documentation must include the dates of the training, the names and job titles of all attendees, an outline of the topics discussed during the training, the name and job title of each person who conducted the training and the cost of the training.
  - c. Within the prescribed timeframes, SRNS must submit all documents and information referenced in sections Part III -1.D.
  - d. SRNS must submit a progress report covering each six month period this Agreement is in effect. The first progress report will be due seven months after the Effective Date of this Agreement and must cover the six-month period beginning with the Effective Date. The final progress report will follow within 30 days of the confirmation of the payment of the Settlement Fund as provided in Section III.1.D, and this Agreement will expire within sixty (60) days of OFCCP's receipt of the final progress report, unless OFCCP identifies deficiencies in the final progress report.
  - e. On or before fifteen (15) days after the Effective Date, SRNS shall submit a report detailing SRNS' record retention practices at the SRNS site, which will discuss the policies and data that are being tracked and provide information related to its compliance with the self-monitoring requirements of 41 C.F.R. 60-2.17(b).

Each subsequent monetary relief report must cover the successive six-month period, and must be submitted within 30 calendar days after the following event:

- a. Documentation of monetary payments to all Eligible Class Members as specified in Section I. The documentation must include the names of Eligible Class Members who were paid, and, for each Eligible Class Member, the number and the amount of the check and the date the check cleared the bank. SRNS must provide OFCCP with copies of all canceled checks or other documentation of payment upon request.

Each subsequent non-monetary relief report must cover the successive twelve-month period, and must be submitted within 30 days after the following events:

- a. Within ten (10) days of completing the Statistical Analysis described in section Part III.1.D of the Agreement, SRNS will provide OFCCP, via email sent to (b) (7) (c) @dol.gov and/or overnight mail, the relevant data files, statistical analysis programs and their associated output and log files; and
- b. SRNS must provide documentation describing all Salary Adjustments required by section Part III.1.D of the Agreement. The documentation must include the amount of each adjustment, the date each adjustment was made, and the gender and race of each individual receiving an adjustment.

The first and last progress report must also include a narrative on the results of the internal audit and reporting conducted as specified in Part III, Violation No.2.

2. SRNS will retain all records and data pertinent to the violations resolved by this Agreement and/ or used to prepare required reports until this Agreement expires or as long as required by OFCCP's regulations, whichever date occurs later.
3. SRNS will also update its affirmative action program(s) to come into compliance with the requirements of the revised regulations implementing Section 503 of the Rehabilitation Act of 1973, as amended, 41 CFR Part 300, revised as of March 24, 2014 (78 Fed. Reg. 58682) (Sep. 24, 2013, also online at <http://www.ecfr.gov>) and the Vietnam Era Veterans Readjustment Assistance Act of 1974, as amended, 41 CFR Part 741, revised as of March 24, 2014 (78 Fed. Reg. 58614) (Sep. 24, 2013, also online at <http://www.ecfr.gov>) at the start of its next standard 12-month AAP review and updating cycle.

**Part V. SIGNATURES.**

This Conciliation Agreement is hereby executed by and between the OFCCP and SRNS. The person signing this Conciliation Agreement on behalf of SRNS personally warrants that she is fully authorized to do so, that SRNS 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 SRNS. This Conciliation Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and Savannah River Nuclear Solutions, LLC.

(b) (7) (c)

CAROL JOHNSON  
President and Chief Executive Officer  
Savannah River Nuclear Solutions, LLC

DATE August 5, 2015

(b) (7) (c)

Senior Compliance Officer  
OFCCP – Southeast Region

DATE AUGUST 10, 2015

(b) (7) (c)

PAMELA QUINN  
District Director  
Charlotte District Office  
OFCCP – Southeast Region

DATE August 11, 2015

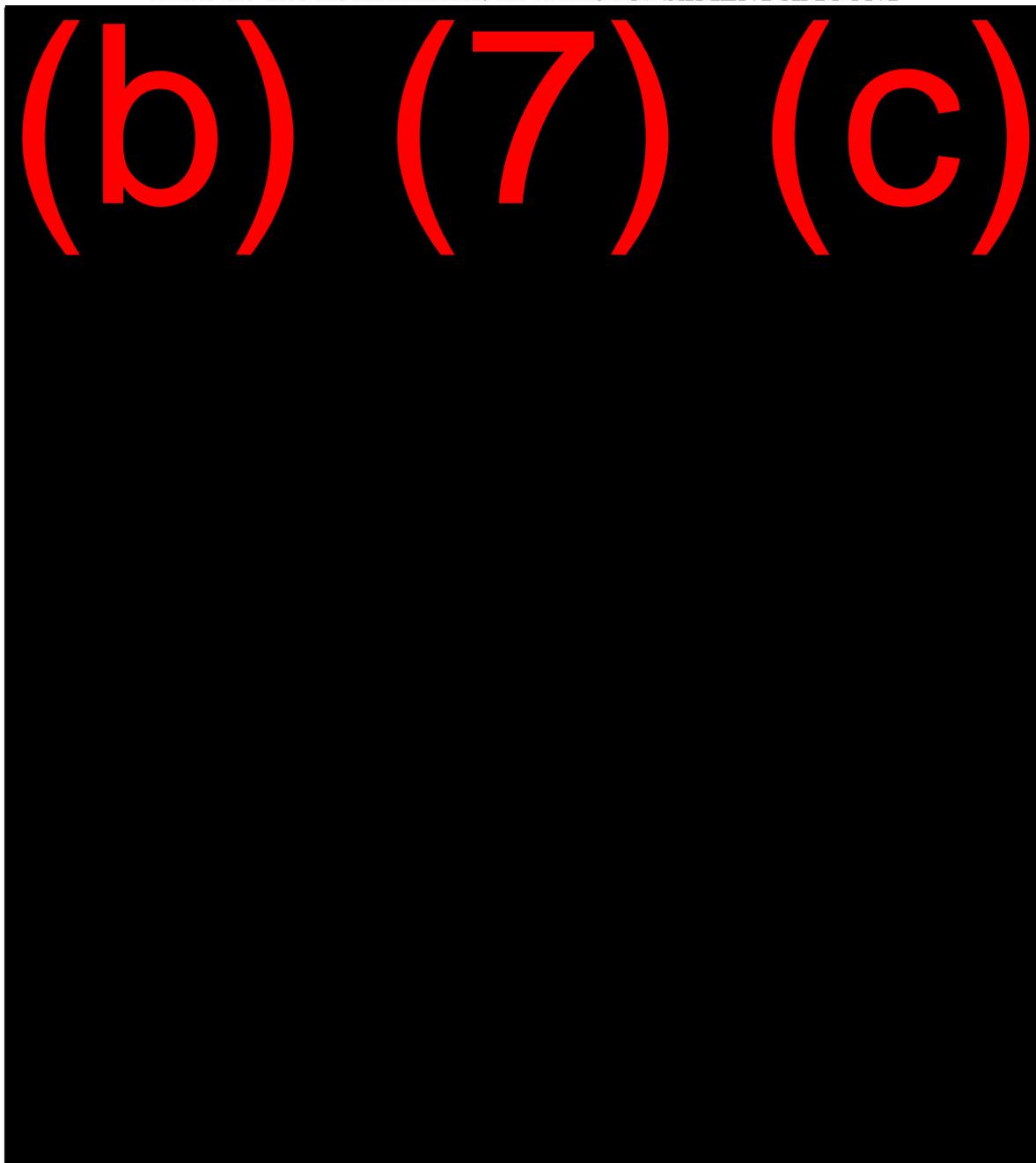
(b) (7) (c)

SAMUEL MAIDEN  
Regional Director  
OFCCP – Southeast Region

DATE August 11, 2015

**ATTACHMENT A**

**LIST OF CLASS MEMBERS AND DISBURSEMENT AMOUNT<sup>1</sup>**



<sup>1</sup> If a class member on Attachment A is not located or does not return forms as described in this Agreement, the remaining monies will be redistributed to other class members in accordance with Part III D of this agreement.

(b) (7) (c)

(b) (7) (c)

## ATTACHMENT B

### NOTICE TO AFFECTED CLASS

***If you worked as a Lead Admin Specialist C; Lead Admin Specialist D; Engg & Tech Support Specialist; or Lead Ops Specialist C at Savannah River Nuclear Solutions, LLC. as of January 1, 2009 and the present, you may benefit from a recent legal settlement.***

*We are writing to provide information about a legal settlement between the U.S. Department of Labor and Savannah River Nuclear Solutions, LLC ("SRNS") that may benefit you. This settlement involves claims of discrimination in compensation, and our records show that you are one of the employees covered by the settlement. If you take the steps described in this notice by the deadline below, and meet all the requirements explained in the letter and the attached documents, you may be eligible for a payment of back wages from SRNS.*

### ARE YOU AFFECTED?

Women who worked as Lead Admin Specialist C, Lead Admin Specialist D and Engg & Tech Support Specialist at SRNS as of January 1, 2009 may be covered by this agreement.

Blacks who worked as Lead Ops Specialist C at SRNS as of January 1, 2009 may be covered by this agreement.

### WHAT IS THIS SETTLEMENT ABOUT?

The U. S. Department of Labor's Office of Federal Contract Compliance Programs (OFCCP) conducted an audit of SRNS's compensation practices. OFCCP is the government agency responsible for enforcing the equal employment opportunity and affirmative action requirements that apply to federal contractors. OFCCP determined that SRNS did not afford equal employment opportunity to certain female Lead Admin Specialist C, Lead Admin Specialist D and Engg & Tech Support and certain Black Lead Ops Specialist C employees.

Ultimately, OFCCP issued a Notice of Violations against SRNS on these claims. Although SRNS disagreed with our findings, they have agreed to resolve the issue through a Conciliation Agreement. A Conciliation Agreement is a legal document that explains the terms of an agreement to settle a violation.

### WHAT DOES THIS MEAN FOR YOU?

Because you worked as a Lead Admin Specialist C, Lead Admin Specialist D, Engg & Tech Support Specialist or Lead Ops Specialist C on the relevant date, this settlement may provide you some specific benefits.

This payment represents your share of back wages and other payments SRNS is making to settle with OFCCP. The final amount you receive will be reduced by deductions for items such as income tax withholding and Social Security contributions. SRNS does not assume any liability if the Class Members fail to pay any taxes owed on the payments.

## WHAT IS YOUR NEXT STEP?

To be eligible for a payment, you must complete sign and return both the following enclosed documents, (1) Claim Form and (2) Release of Claims Under The Executive Order by [DATE TO BE DETERMINED]

SAVANNAH RIVER NUCLEAR SOLUTIONS, LLC

Attn: [Insert Name]

Title: [Insert Name]

**The documents must be received by [DATE TO BE DETERMINED].**

You may receive some or all of these benefits only if these forms confirm that you are one of the people covered by the settlement. After you complete and return these documents, a final decision will be made about your eligibility.

**You must follow all of the instructions in this notice and return all documents by the deadline of [DATE TO BE DETERMINED] to receive any money or consideration for job opportunities or any other relief provided to you by the settlement.**

## HOW CAN YOU GET MORE INFORMATION?

If you have any questions, you may call (b) (7) (c) or email her at (b) (7) (c) @dol.gov.

**ATTACHMENT C**

**CLAIM FORM**

If you complete this Claim Form and the Release of Claims Under The Executive Order, you may be eligible for a money payment.

All documents must be returned to SRNS to be eligible for any benefits including money payments under the terms of the settlement between SRNS and the U.S. Department of Labor's Office of Federal Contract Compliance Programs. The forms must be received by [DATE TO BE DETERMINED]. You may either return the documents in person to SRNS or return it by first class mail to that address. You may also email the documents to \_\_\_\_\_.

Enclosed is a stamped, pre-addressed envelope you may use.

**This Claim Form will be used for the following purpose:**

- (1) To confirm important information we need in order to make sure you are eligible to receive money under this settlement and process your payment, and**

Please print legibly, except for the signature.

**Confirm important information we need to process your payment**

Name: \_\_\_\_\_

Home Phone: \_\_\_\_\_

Cell Phone: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

I confirm that the address on the cover letter is correct.

The address on the cover letter is not correct. My correct address is:

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Notify SRNS at the address above if your address changes within the next six months.**

I certify the above as true and correct.

\_\_\_\_\_

Signature

\_\_\_\_\_

Date

## ATTACHMENT D

### RELEASE OF CLAIMS UNDER THE EXECUTIVE ORDER

This form must be submitted with the attached Claims form by [DATE] for you to receive any payment provided in the Conciliation Agreement.

This Release of Claims form is a legal document. This document states that in return for Savannah River Nuclear Solutions, LLC ("SRNS") paying you money, you agree that you will not file any lawsuit against SRNS for allegedly violating Executive Order 11246 in connection with its compensation procedures for Lead Admin Specialist C, Lead Admin Specialist D, Engg & Tech Support Specialist and Lead Ops Specialist C at SRNS. It also says that SRNS does not admit it violated any laws. This Release says you had sufficient time to look at the document, to talk with others about the document, including an attorney if you choose, and that no one pressured you into signing the document. Finally, it says that if you do not sign and return the document by [DATE TO BE DETERMINED], you will not receive any money.

In consideration of the payment by SRNS of [ at least \$], less deductions required by law, which I agree is acceptable, and also in consideration of the Conciliation Agreement between SRNS and the Office of Federal Contract Compliance Programs ("OFCCP"), I  
\_\_\_\_\_ agree to the following:

- I. I hereby waive, release and forever discharge SRNS, its predecessors, successors, related entities, parents, subsidiaries, affiliates and organizations, and its and their shareholders, directors, officers, employees, agents, successors, and assigns, of and from any and all actions, causes of action, damages, liabilities, and claims arising out of or actionable under Executive Order 11246, as amended, which I or my representatives (heirs, executors, administrators, or assigns) have or may have which relate in any way to my compensation as a Lead Admin Specialist C, Lead Admin Specialist D and Engg & Tech Support Specialist on the basis of my gender or Lead Ops Specialist C on the basis of my race at any time prior to the date of my signature on this Release.
- II. I understand that if I am concerned about how the process described in this Release applies to me, I may contact the OFCCP for assistance:

(b) (7) (c)

Senior Compliance Officer  
61 Forsyth Street, SW, Suite 7B75  
Atlanta, Georgia 30303  
(b) (7) (c) @dol.gov

- III. I understand that SRNS denies that it treated me unlawfully or unfairly in any way and that SRNS entered into a settlement with OFCCP in the spirit of cooperation and to bring closure to the Compliance Review initiated by OFCCP in October 2009. I further agree