

## **CONCILIATION AGREEMENT**

Between

THE U. S. DEPARTMENT OF LABOR

OFFICE OF FEDERAL CONTRACT COMPLIANCE PROGRAMS

And

UNITED MAILING SERVICES, INC.

### **PART I. PRELIMINARY STATEMENT**

The Office of Federal Contract Compliance Programs (“OFCCP”) evaluated United Mailing Services, Inc.’s (“UMS”) facility located at 4475 North 124<sup>th</sup> Street, Brookfield, Wisconsin 53005-2502, and subsequently moved to 3625 North 126<sup>th</sup> Street, Brookfield, Wisconsin 53005-2502, and found that UMS was not in compliance with Executive Order 11246, as amended (“E.O. 11246”), and its implementing regulations at 41 C.F.R. Section(s) 60-1, 60-2 and/or 60-3. OFCCP notified UMS of the specific violations found and the corrective actions required in a Notice of Violations issued on March 11, 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 UMS enter into this contract (“Conciliation Agreement” or “Agreement”) and agree to all the terms stated below.

### **PART II. GENERAL TERMS AND CONDITIONS**

1. In exchange for UMS’ 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 or to correct and obtain relief for the violations described in Part III if UMS violates this Agreement. Nothing in this Agreement precludes OFCCP from initiating enforcement proceedings based on future compliance evaluations or complaint investigations.
2. UMS 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. UMS will permit access to its premises during normal business hours for these purposes and will provide OFCCP with all reports and documents requested.
3. UMS understands that nothing in this Agreement relieves UMS of its obligation to fully comply with the requirements of E.O. 11246, Section 503, VEVRAA, their implementing regulations, and other applicable equal employment laws.
4. UMS promises not to harass, intimidate, threaten, 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 document and its attachments contain 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 Midwest 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 UMS submits the final progress report required in Part IV (D), below, unless OFCCP notifies UMS in writing prior to the expiration date that UMS has not fulfilled all of its obligations under the Agreement, in which case the Agreement is automatically extended until the date that OFCCP determine UMS has met all of its obligations under the Agreement.
10. If UMS violates this Conciliation Agreement,
  - A. The procedures set forth at 41 C.F.R. § 60-1.34 will govern:
    - 1) If OFCCP believes that UMS violated any term of the Agreement while it was in effect, OFCCP will send UMS a written notice stating the alleged violations and summarizing any supporting evidence.
    - 2) UMS will have 15 days from receipt of such notice to demonstrate in writing that it has not violated the Conciliation Agreement, unless such a delay would result in irreparable injury to the employment rights of affected employees or applicants.
    - 3) If UMS 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.
    - 4) OFCCP may seek enforcement of this Agreement itself and is not required to present proof of any underlying violations resolved by this Agreement.
  - B. UMS may be subject to the sanctions set forth in Section 209 of the Executive Order and/or other appropriate relief for violation of this Agreement.

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

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

#### **1. HIRING DISCRIMINATION**

- A. **STATEMENT OF VIOLATION:** OFCCP found that UMS is not in compliance with the nondiscrimination requirements of the equal opportunity clause of E.O. 11246 § 202 and 41 C.F.R. § 60-1.4(a)(1). OFCCP concluded that UMS' hiring process and selection procedures during the period of July 1, 2007 through June 30, 2009 ("review period") resulted in discriminatory treatment against African American applicants for Mail Processor positions. OFCCP found that there was a statistically significant disparity in the hiring of Mail Processors based on race.
- B. **OFCCP'S SPECIFIC FINDINGS:** OFCCP concluded, based upon its analysis of the applicant and hiring data, that UMS' selection process had an adverse impact on the hiring of African American applicants for Mail Processor positions. Of the 7e African American applicants, 7e were hired, whereas of 7e White applicants, 7e were hired. This resulted in a hiring shortfall of 23 African Americans and a disparity that was statistically significant at 7e standard deviations.
- C. **REMEDY FOR THE AFFECTED CLASS:**
- 1) **Notice:** Within 75 calendar days of the Effective Date of this Agreement, UMS must notify the African American applicants listed in Attachment C of the terms of this Agreement by mailing by return receipt requested, certified mail and regular mail to each individual in the affected class the: Notice to Affected Class (Attachment A, "Notice"), Information Verification & Employment Interest Form (Attachment B, "Interest Form"), and a postage paid return envelope. UMS will notify OFCCP of all letters returned as undeliverable within 40 days after the expiration of the response deadline. In addition, within 40 days after expiration of the response deadline set out in the Interest Form, UMS will provide OFCCP with a list of the individuals in the affected class who have not yet responded to the Notice and/or have not returned a signed Interest Form. OFCCP will then attempt to obtain and provide updated addresses to UMS within 30 days of receiving the list from UMS. UMS agrees to mail by return receipt requested, certified mail and regular mail a second Notice, Interest Form, and postage paid return envelope to all individuals for whom updated addresses were obtained within 20 calendar days of receiving the updated addresses.
  - 2) **Eligibility:** All members of the affected class (listed on Attachment C) who sign and return the Interest Form to UMS within 35 calendar days of the postmarked date on the envelope containing the first or second Notice

and Interest Form (“Eligible Class Members”) will receive a share of the monetary settlement and, if indicating an interest in employment, will be eligible to be considered for a job pursuant to this Agreement. If an individual does not return the signed Interest Form to UMS within 35 calendar days of the postmarked date on the envelope containing the first or second Notice and Interest Form, he/she will no longer be entitled to a payment or consideration for a job under this Agreement.

Within 20 calendar days after the response deadline set out in the Interest Form, UMS will provide OFCCP with a list of the Eligible Class Members (individuals who returned the Interest Form by the deadline). Within 20 calendar days after receiving the list, OFCCP will approve the final list of Eligible Class Members or discuss with UMS any issues necessary to finalize the list, such as the inclusion or exclusion of certain individuals.

All Eligible Class Members are entitled to their share of the monetary settlement regardless of whether they are interested in employment with UMS.

- 3) Monetary Settlement: UMS agrees to distribute a total of \$98,208.00 in back pay and \$21,792.00 in interest, 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), in equal shares among all Eligible Class Members on the Final Approved List. UMS will pay the Internal Revenue Service (“IRS”) the employer’s share of social security withholdings and will mail each Eligible Class Member an IRS W-2 Form reporting the portion of the payment representing back pay and an IRS Form 1099 for the portion of the payment representing interest. These IRS forms will be mailed within the time period required by law. UMS will disburse the monetary settlement within 15 calendar days after OFCCP approves the final list of Eligible Class Members.

Within 30 calendar days of UMS’ receipt of a check to an Eligible Class Member returned as undeliverable, UMS will notify OFCCP of this fact via e-mail sent to the District Director, Detroit District Office, Phyllis E. Lipkin ([lipkin.phyllis@dol.gov](mailto:lipkin.phyllis@dol.gov)). OFCCP will attempt to locate the Eligible Class Member and if OFCCP obtains an alternate address, UMS will re-mail the check within 15 calendar days of receiving an alternate or corrected address. Any check that remains uncashed 120 days after the initial date the check was mailed to the Eligible Class Member will be void. With respect to any uncashed funds, UMS will make a second distribution to all Eligible Class Members who cashed their first check. If the total amount of uncashed funds would result in a payment of less than \$10.00 to each Eligible Class Member who cashed the first disbursement check, UMS will use those uncashed funds to provide training in equal employment opportunity to its personnel in addition to the training it is obligated to provide concerning the Revised Hiring Process in section D.

- 4) Employment: As positions become available, UMS will consider qualified Eligible Class Members not currently employed by UMS who express an interest in employment with UMS until 23 Eligible Class Members are hired as Mail Processors or until the list of Eligible Class Members expressing an interest in employment is exhausted, whichever occurs first. UMS hired three (3) qualified Eligible Class Members after the close of the audit period, for which UMS will receive credit for hiring. Therefore, UMS will extend job offers as vacancies occur, until twenty (20) Eligible Class Members are hired. Eligible Class Members will be offered employment in the order that UMS receives their Interest Forms until the list is exhausted. If UMS receives more than one response on any given day, those Eligible Class Members will be considered for employment based on the date of their original application. UMS must initiate its hiring of Eligible Class Members within 120 calendar days after the response deadline set out in the Interest Form and must complete its hiring obligations under this section within 18 months from of the Effective Date of this Agreement. If UMS is not able to hire the additional (20) Eligible Class Members or if it does not exhaust the list of Eligible Class Members expressing an interest in employment within 18 months, OFCCP may extend the term of this Agreement for up to 12 additional months or until UMS satisfies its hiring requirement(s), whichever occurs first.

Eligible Class Members will be allowed at least two weeks to report for work after receiving a written (including mail, facsimile or email) job offer from UMS. Eligible Class Members provided a written job offer may be instructed to contact UMS upon receipt of the offer to advise UMS of their interest in the offer and their anticipated start date within the two weeks allowed by this Conciliation Agreement. The Eligible Class Members hired into the Mail Processor positions pursuant to this Agreement must be paid \$9.50 per hour or the current wage rate for the Mail Processor position, whichever is higher, and must be provided with the same benefits and opportunity to earn overtime and shift differentials as other Mail Processor employees. In addition, all Eligible Class Members hired will receive eighteen (18) months retroactive seniority for all purposes, including job retention, job bidding and benefits.

D. NON-MONETARY REMEDIES: UMS will ensure that all applicants are afforded equal employment opportunities. UMS agrees to immediately cease using the selection procedures, practices, and/or policies which negatively affected the hiring of African American applicants for Mail Processor positions. UMS agrees to continue and/or to implement the corrective actions detailed below.

- 1) Revised Hiring Process
- a) Eliminate Discriminatory Selection Procedures: UMS agrees to immediately cease allowing hiring officials to create their own selection procedures and will institute a standard process and selection

procedures that are compliant with 41 C.F.R. Part 60-3. UMS will not implement or use any tests until they are validated in accordance with 41 C.F.R. Part 60-3. UMS agrees to comply with all OFCCP regulations concerning selection procedures, including 41 C.F.R. Part 60-3. UMS will not use any selection procedure that has an adverse impact, as defined in 41 C.F.R. § 3.4D, on applicants of a particular race unless it properly validates the procedure pursuant to these regulations.

- b) Review and Revisions Required: UMS will revise, in writing, the practices, policies and procedures it uses to select applicants for Mail Processor positions (hereinafter "Revised Hiring Process"). Specifically, UMS will:
- i. create a job description and selection process for Mail Processor positions which describes the essential functions; the minimum qualifications, including required skills and certifications; and the criteria used in each step of the hiring process, including any application screens, interviews, tests, credit checks, review of criminal history, reference checks, testing, or other selection procedure;
  - ii. develop specific, job-related qualification standards for Mail Processor positions that reflect the duties, functions, and competencies of the position to minimize the potential for race stereotyping or other unlawful discrimination;
  - iii. ensure all policies and qualification standards are uniformly applied to all applicants; and
  - iv. list clearly on its recruiting materials and job postings the minimum qualifications, including required skills and certifications.
- c) Recordkeeping and Retention: UMS will write and implement procedures to ensure that applicants are tracked and decisions are documented at each step in the hiring process. UMS will write and implement procedures to ensure that documents are retained in accordance with 41 C.F.R. 601.12(a) and Part 60-3.
- d) Training: Within 90 calendar days of the Effective Date of this Agreement, UMS must train all individuals involved in any way in recruiting, selecting, or tracking applicants for Mail Processor positions on the Revised Hiring Process. The training will include instruction in: the proper implementation of the recruitment, tracking and selection procedures; neutral application of the specified qualifications and criteria that will be used at each step in the hiring

process; procedures to be used to document the decisions made at each step in the hiring process; and the procedures to be used to ensure that documents are retained in accordance with 41 C.F.R. § 60-1.12(a) and Part 60-3. UMS will meet with management and all individuals responsible for the selection process and review its equal employment obligations and nondiscrimination policies related to hiring. Specific attention will be directed to ensure that African American applicants, who benefit from the provisions of this Agreement, are not retaliated against.

- e) Monitoring: UMS agrees to monitor selection rates at each step of its selection process for Mail Processor positions. Where it is determined that a selection procedure has an adverse impact, as defined in 41 C.F.R. § 3.4D, on the hiring of applicants of a particular race or gender, UMS will eliminate the procedure, choose an alternative procedure, or validate the procedure in accordance with the UGESP codified at 41 C.F.R. Part 60-3. UMS agrees to maintain and make available to OFCCP records concerning the impact of the selection process for Mail Processor positions at the Brookfield facility. This includes the number of persons hired by race, the number of applicants who applied by race, and the selection procedures utilized. This information will be maintained until the expiration of this Agreement or as long as required by the regulations, whichever is later.

E. UMS disagrees with OFCCP's findings and denies any discriminatory practice(s).

## 2. RECORDKEEPING/ADVERSE IMPACT ANALYSIS VIOLATIONS

- A. STATEMENT OF VIOLATION: UMS failed to collect and maintain personnel and employment records and conduct adverse impact analyses in accordance with the requirements of 41 C.F.R. § 60-1.12(a) and Part 60-3.
- B. OFCCP'S FINDINGS: Specifically, during the review period,
- UMS failed to maintain copies of the documents used in the application and selection process. Specifically, UMS lost or destroyed some applications and UMS was unable to provide OFCCP with copies of all interview notes, interview scores and other pertinent records from the selection process for the Mail Processor position. Furthermore, UMS failed to keep track of how many people applied.
  - And UMS conducted adverse impact analyses for the overall selection process and identified statistically significant adverse impact but failed to evaluate the *individual* components of the selection process for adverse impact in accordance with the requirements of 41 C.F.R. §§ 60-3.15A and 60-3.4.
- C. REMEDY: UMS will ensure that its records are collected and maintained in accordance with the requirements of 41 C.F.R. § 60-1.12(a) and Part 60-3. UMS will

conduct adverse impact analyses on at least an annual basis for the purpose of determining whether adverse impact exists against applicants based on race, sex, or ethnic group in hiring, promotion, termination, and other personnel activities. These analyses will be done by job for each group constituting more than 2% of the labor force in the relevant labor area or 2% of the applicable workforce. If adverse impact is identified in the total selection process, UMS will evaluate each individual component of the selection process for adverse impact. If adverse impact is found to exist in any of the individual components of the selection process, UMS will validate each such component in accordance with the Uniform Guidelines on Employee Selection Procedures or utilize selection procedures which do not result in adverse impact.

### 3. IDENTIFICATION OF PROBLEM AREAS VIOLATION

- A. STATEMENT OF VIOLATION: UMS failed to perform in-depth analyses of its total employment process to determine whether and where impediments to equal opportunity exist. This is a violation of 41 C.F.R. 60-2.17(b).
- B. OFCCP'S FINDINGS: Specifically, during the investigation, OFCCP found that UMS failed to maintain accurate applicant flow data and failed to track personnel activity, particularly the tracking of applicants. Due to UMS' failure to maintain accurate records, UMS was unable to identify problem areas and in turn perform in-depth analyses of its total employment process to determine whether and where impediments to equal opportunity exist.
- C. REMEDY: UMS must agree to evaluate: a) The workforce by organizational unit and job group to determine whether there are problems in minority or female utilization; b) Personnel activity, specifically, applicant flow, hires, terminations, promotions, and other personnel actions to determine if there are selection disparities; c) Compensation systems(s) to determine whether there are gender-, race-, or ethnic based disparities; and d) Selection, recruitment, referral, and other personnel procedures to determine whether they result in disparities in the employment or advancement of minorities or women. UMS must agree to update these analyses annually and incorporate them into UMS' future AAPs.

### 4. DEVELOPMENT AND EXECUTION OF ACTION ORIENTED MEASURES VIOLATION

- A. STATEMENT OF VIOLATION: UMS failed to develop and execute action-oriented programs designed to correct any problem areas identified, to attain established goals and objectives, and to audit their results. This is a violation of 41 C.F.R. 60-2.17(c) and (d).
- B. OFCCP'S FINDINGS: Specifically, during the review, UMS admitted that it failed to identify several hundred applicants. Because of this failure, UMS was unable to identify problem areas in its selection process during both the previous and current

AAP years. During the onsite, UMS admitted that it had not undertaken any action-oriented measure to correct these problems or to seek alternative selection methods.

- C. REMEDY: UMS must agree to develop and execute action-oriented programs designed to correct any problem areas identified and to attain established goals and objectives. UMS must agree to demonstrate that it has made good faith efforts to remove identified barriers, expand employment opportunities for qualified minorities and women. UMS must agree to preserve all documentation it makes or keeps in either electronic or hard copy format to audit the progress of UMS' AAP and to demonstrate UMS' good faith efforts. UMS must agree to update these action-oriented programs annually and incorporate them into UMS' future AAPs.

#### 5. INTERNAL AUDIT AND REPORTING VIOLATIONS

- A. STATEMENT OF VIOLATION: UMS failed to maintain and have available for inspection records or other information that would disclose the impact which UMS' selection procedures have upon the employment opportunities of applicants and/or Internet applicants by identifiable race, ethnic group or gender, as set forth in 41 C.F.R. 60-3.4B in order to determine compliance with the Uniform Guidelines on Employee Selection Procedures. This is a violation of 41 C.F.R. 60-3.4B and 41 C.F.R. 60-3.15A(2).
- B. OFCCP'S FINDINGS: Specifically, during the onsite it was found that no monitoring took place of the actions of hiring supervisors, that reports could not be produced of what actual personnel activity took place, and that the company could not determine the effectiveness of its total program. In addition, UMS did not have a system in place where it asked for or retained self-identification forms of the applicants who applied for positions during the period under review. Approximately, 30% of the applicants were listed as unknown race or gender.
- C. REMEDY: UMS agrees to perform adverse impact determinations of its employment procedures at least annually. Where the total selection process for a job has adverse impact against groups of applicants and /or Internet applicants by identifiable race, ethnic group or gender, as listed in 41 C.F.R. 60-3.4B, UMS must agree to maintain and have available for inspection records or other information showing which components have an adverse impact. Where the total selection process for a particular job has had an adverse impact in any year, but no longer has an adverse impact, UMS must agree to maintain and have available the aforementioned information and continue to collect such information for at least two years after the adverse impact has been eliminated.

#### **PART IV. REPORTS REQUIRED**

1. UMS must submit the documents and reports described below to: Phyllis E. Lipkin, District Director of OFCCP, located at 211 West Fort Street, Suite 1320, Detroit Michigan 48226-3237.

- A. Within 60 calendar days from the Effective Date of this Agreement, UMS must submit a copy of the written Revised Hiring Process described in Part III, section D, (1)a-e.
- B. Within 90 calendar days of the Effective Date of this Agreement, UMS must submit documentation that all managers, supervisors and other personnel involved in recruiting, selecting, or tracking applicants for Mail Processor positions have been trained on the Revised Hiring Process. The documentation must include the dates of the training, the names and job titles of all attendees, an outline of the topics discussed in the training, and the name and job title of each person who conducted the training.
- C. Within the prescribed timeframes, UMS must submit all documents and information referenced in Part III, section C.
- D. UMS must submit a progress report covering each six month period in which 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. Each subsequent report must cover the successive six-month period, and must be submitted within 30 calendar days after the close of that six-month period. UMS will submit the following in each progress report:
  - 1) Documentation of monetary payments to all Eligible Class Members as specified in section C. 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. UMS must provide OFCCP with copies of all canceled checks upon request;
  - 2) Documentation of specific hiring activity for Eligible Class Members who were hired as Mail Processors in accordance with this Agreement, including name, date of hire, job title hired into, rate of pay and proof of retroactive seniority and benefits;
  - 3) For Eligible Class Members who were considered for employment but were not hired, UMS will provide the reason for non-placement along with all relevant documentation (e.g., documentation that the Eligible Class Member declined a job offer);
  - 4) The total number of applicants and hires and the breakdown by race, gender and ethnic group of applicants and hires for the Mail Processor positions during the reporting period, including all temporary, part time, and seasonal workers who were referred to and/or assigned to work at UMS by a staffing firm or employment agency;
  - 5) For the Mail Processor positions, the results of UMS' analysis as to whether its total selection process has adverse impact, as defined in 41 C.F.R. § 60-3.4D, on those members of groups set forth in 41 C.F.R. § 60-

3.4B (for purposes of the adverse impact analysis, UMS must not include hires made of Eligible Class Members pursuant to this Agreement in that analysis; UMS must combine the data for the current report with the data from the previous report(s) to analyze at least a 12-month period);

- 6) For each case where the total selection process has an adverse impact, as defined in 41 C.F.R. § 60-3.4D, the results of UMS' evaluation of the individual components of the selection process for adverse impact; and/ or
- 7) The actions taken by UMS upon determining that any component of the selection process has an adverse impact on members of groups set forth in section C.

E. In addition to the above requirements, UMS agrees to submit with each six-month report a summary of the actions taken to implement the remedies for violations #3 and #4, together with supporting documentation verifying that the actions have in fact taken place during the preceding six month period. UMS will provide the following for each specific violation:

- 1) Documentation of UMS' action-oriented programs designed to produce measurable results for minorities. The reports shall contain documentation to verify that United Mailing has maintained records of all recruitment efforts, referrals and interviews, for all job vacancies in all job groups where minority underutilization exists.
- 2) Documentation of the internal audits and reports maintained by UMS showing how activity is being monitored semi-annually to determine the accuracy and completeness of records, the degree to which unit goals are attained, the timetables met, and recommendations to improve any unsatisfactory performance of program effectiveness.

2. UMS 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 (or "whichever time period is longer").

PART V. SIGNATURES

This Conciliation Agreement is hereby executed by and between the OFCCP and UMS.

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JAMES L. KOLB  
Chief Executive Officer  
UMS

BRADLEY ANDERSON  
Regional Director  
OFCCP

Date: 7-8-2015

Date: August 24, 2015

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Compliance Officer  
Detroit District Office-OFCCP

PHYLLIS E. LIPKIN  
District Director  
Detroit District Office-OFCCP

Date: 7-13-2015

Date: 7/13/15

**ATTACHMENT A**  
**NOTICE TO AFFECTED CLASS**

Dear [NAME]:

United Mailing Services, Inc. (“UMS”) and the Department of Labor’s Office of Federal Contract Compliance Programs (“OFCCP”) have entered into a Conciliation Agreement (“Agreement”) to remedy the violations of EXECUTIVE ORDER 11246 (“E.O. 11246”) that OFCCP found during a compliance review of UMS’ Brookfield Wisconsin facility. OFCCP’s analysis of UMS’ hiring process and selection procedures revealed that during the period of July 1, 2007 through June 30, 2009 (“review period”) UMS discriminated against African American applicants for Mail Processor positions. OFCCP found that there was a disparity in the hiring of Mail Processors based on race. UMS has not admitted to any violation of E.O. 11246 and there has not been any adjudicated finding that UMS violated any laws. OFCCP and UMS entered into the Agreement to resolve the matter without resorting to further legal proceedings. You have been identified as an individual who applied for a Mail Processor position during that time period, but was not hired.

As part of this Agreement, you may be eligible to share in a distribution of \$120,000.00 less lawful payroll deductions. Under the terms of this Agreement it may take up to 6 months from the date of this letter before you receive your distribution. In order to be eligible for a payment, you must complete, sign, and return the enclosed Information Verification and Employment Interest Form. You should complete and mail back the form as soon as possible. It *must* be postmarked to the address below no later than 30 calendar days after the date this Notice was mailed out (postmarked) for you to be entitled to participate in this settlement:

*MS. KATIE LUMLEY*  
*CORPORATE MANAGER*  
*UNITED MAILING SERVICES, INC.*  
*3625 - 126<sup>TH</sup> STREET, BROOKFIELD WISCONSIN 53005*

You may use the enclosed postage-paid return envelope to return the completed and signed Information Verification and Employment Interest Form.

In addition to the monetary distribution, UMS will be making job offers for Mail Processor positions to a limited number of individuals receiving this notification. It is not certain that you will receive a job offer. If you are still interested in employment with UMS, please check the appropriate box on the enclosed Information Verification and Employment Interest Form. Those receiving this notice will be considered for Mail Processor positions in the order that UMS receives the Information Verification and Employment Interest Form expressing an interest in employment. All individuals hired pursuant to this Agreement will be provided with eighteen (18) months retroactive seniority for all purposes, including job retention, job bidding and benefits. If you have any questions you may call Katie Lumley at United Mailing Services, at 262-783-7868, or OFCCP Compliance Officer [REDACTED]. Your call will be returned as soon as possible.

**IF YOU FAIL TO COMPLETE AND RETURN THE ENCLOSED DOCUMENTS TO UMS WITHIN 30 DAYS OF THE DATE THE ENVELOPE CONTAINING THIS NOTICE WAS POSTMARKED, YOU WILL NOT BE ELIGIBLE TO RECEIVE A PAYMENT OR TO BE CONSIDERED FOR A JOB OFFER.**

Sincerely,

*JAMES L. KOLB, Chief Executive Officer*  
United Mailing Services

Enclosures:

Information Verification and Employment Interest Form

**ATTACHMENT B**

**INFORMATION VERIFICATION & EMPLOYMENT INTEREST FORM**

**You must complete this form in order to be eligible for the monetary payment and/or employment opportunities under the terms of the Conciliation Agreement (“Agreement”) between United Mailing Services, Inc. (“UMS”) and the Department of Labor’s Office of Federal Contract Compliance Programs. Please print legibly, except for the signature.**

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

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

Telephone Nos.: Home \_\_\_\_\_ Cell \_\_\_\_\_ Work \_\_\_\_\_

E-Mail Address: \_\_\_\_\_ Fax No: \_\_\_\_\_

Notify UMS at the address below if your address or phone number changes within the next twelve months.

Your Social Security Number (to be used for tax purposes only): \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

For purposes of this settlement, it is necessary to verify your Race and Gender:

Caucasian [ ] African American [ ] Hispanic [ ] Asian [ ] Native American [ ]

Male [ ] Female [ ]

Please indicate below whether you are currently interested in employment in a Mail Processor position with UMS. If you complete, sign, and return this Information Verification and Employment Interest Form, you remain eligible for the monetary payment whether or not you are interested in employment at this time.

[ ] Yes, I am still interested in employment with UMS as a Mail Processor.

[ ] No, I am not currently interested in employment with UMS as a Mail Processor.

Complete and return the enclosed W-4 form if you are interested in sharing in the monetary settlement, even if you are no longer interested in employment with UMS as a Mail Processor.

**If you fail to complete and return the enclosed documents to the address below within 30 days of the date the envelope containing this notice was postmarked, you will not be eligible to receive a payment or to be considered for a job offer.**

**If you fail to complete and return the enclosed documents to the address below within 30 days of the date the envelope containing this notice was postmarked, you will not be eligible to receive a payment or to be considered for a job offer.**

*(NAME)* \_\_\_\_\_

*(ADDRESS)* \_\_\_\_\_

I, \_\_\_\_\_, certify the above is true and correct.  
(print name)

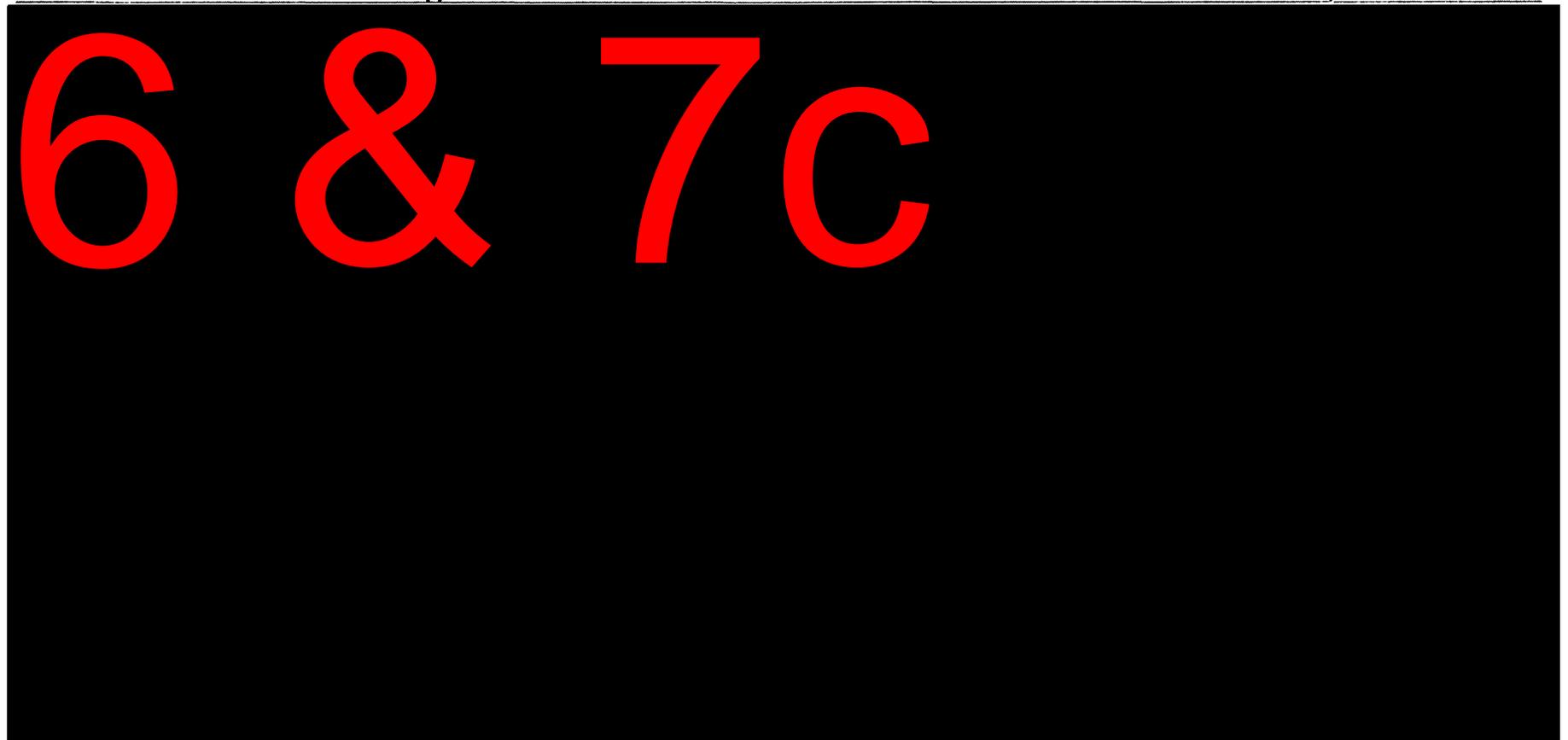
\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

ATTACHMENT C

LIST OF UNITED MAILING SERVICES APPLICANTS

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LAST Name	FIRST Name	App Date	Race	Gender	Telephone # Given	Street Address Listed	City	State	Zip Code
									

App Missing

App Missing

App  
Missing

None

6 & 7c

6 & 7c