

# CONCILIATION AGREEMENT

Between

THE U.S. DEPARTMENT OF LABOR

OFFICE FEDERAL CONTRACT COMPLIANCE PROGRAMS

And

Ebsco Industries, Inc.  
Vulcan Information Packaging  
1 Loose Leaf Lane  
Vincent, Alabama 35178

## **PART I. PRELIMINARY STATEMENT**

The Office of Federal Contract Compliance Programs ("OFCCP") evaluated Ebsco Industries, Inc.'s Vulcan Information Packaging facility ("Vulcan") located at 1 Loose Leaf Lane, Vincent, Alabama 35178 and found that Vulcan was not in compliance with the Executive Order 11246, as amended ("E.O. 11246"); and their implementing regulations at 41 C.F.R. Parts 60- 1.4(a), 60-1.12(a), and 60-20.5. OFCCP notified Vulcan of the specific violations found and the corrective actions required in a Notice of Violation ("NOV") issued on December 22, 2015. 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 Vulcan enter this contract ("Conciliation Agreement" or "Agreement") and agree to all the terms stated below.

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

1. In exchange for Vulcan'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 or to correct and obtain relief for the violations described in Part III if Vulcan violates this Agreement. Nothing in this Agreement precludes OFCCP from initiating enforcement proceedings based on future compliance evaluations or complaint investigations.
2. Vulcan 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. Vulcan will permit access to its premises during normal business hours for these purposes and will provide OFCCP with all reports and documents requested.

3. Vulcan understands that nothing in this Agreement relieves Vulcan 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. Vulcan 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 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) calendar days after Vulcan submits the final progress report required in Part IV, below, unless OFCCP notifies Vulcan in writing prior to the expiration date that Vulcan has not fulfilled all of its obligations under the Agreement, in which case the Agreement is automatically extended until the date that OFCCP determines Vulcan has met all of its obligations under the Agreement.
10. If Vulcan violates this Conciliation Agreement,
  - A. The procedures set forth at 41 C.F.R. § 60-1.34 will govern:
    - 1) If OFCCP believes that Vulcan violated any term of the Agreement while it was in effect, OFCCP will send Vulcan a written notice stating the alleged violations and summarizing any supporting evidence.
    - 2) Vulcan will have 15 calendar 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 Vulcan 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.** Vulcan may be subject to the sanctions set forth in Section 209 of the Executive Order, 41 C.F.R. § 60-741.66, 41 C.F.R. § 60-300.66, and/or other appropriate relief for violation of this Agreement.

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

##### **A. STATEMENT OF ALLEGED VIOLATION**

At least as of July 1, 2013, Vulcan discriminated against 21 women in Job Group 7 by hiring them into lower paying positions in Job Group 7; paying women in these positions less than the men, in violation of 41 CFR 60-1.4(a)(1).

##### **B. OFCCP'S SPECIFIC FINDINGS**

OFCCP performed a regression analysis based on information gathered during the compliance review, and identified statistically significant gender-based pay disparities against women after controlling for legitimate explanatory factors such as time in company (or adjusted service date), department, and 3 years' of annual base pay. OFCCP found that Vulcan disproportionately assigned women into lower paying positions in Job Group 7 while assigning men to higher paying positions in the same job group. OFCCP also found that women in Job Group 7 had at least 5 or more years of time with the company than the men in the same job group and were compensated significantly less than the men.

This pay difference stems from Vulcan's practice of hiring male applicants into higher paying positions in Job Group 7 while hiring female applicants into the lower paying Job Group 7 positions and compensating the women that were hired,

less than the men. After examining personnel records, interviewing managers and human resources personnel, employees and selecting officials, as well as considering anecdotal evidence gathered during the investigation, OFCCP determined that this practice of assigning women to lower paying positions in Job Group 7 and paying females less than males was based on gender and not based on legitimate differences in qualifications.

### C. REMEDY FOR AFFECTED CLASS

- 1) Notice. Within 30 calendar days of the Effective Date of this Agreement, Vulcan must notify the 21 female employees (“Affected Class Members”) listed in Attachment A (“Affected Class Members”) of the terms of this Agreement by mailing by first class mail to each Class Member the: Notice to Affected Class Members (Attachment B, “Notice”), Information Claim Form (Attachment C, “Claim Form”), the Release of Claims under Executive Order 11246 (Attachment D, “Release”), and a postage paid return envelope. The Notice and Claim Forms will state that Class Members must return the Claim and Release forms by a specified deadline, at least forty-five (45) calendar days after Vulcan mails the notifications to the Class Members. Vulcan will notify OFCCP, via e-mail sent to Compliance Officer (7)(C) [REDACTED] at (7)(C) [REDACTED]@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, Vulcan 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 Vulcan within thirty (30) calendar days of receiving the list from Vulcan. Vulcan 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. Vulcan shall compile a list of all Class Members who have submitted completed Claim 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.” Vulcan may choose to include on the Final List any Class Member who returned a completed Claim and Release Forms after the time period expired, but it is under no obligation to do so.
  - b. Within ten (10) calendar days of its receipt of the last completed Forms timely submitted after the second mailing, Vulcan shall submit to OFCCP, via overnight mail and/or e-mail, the Final List and copies of all completed Claim 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 Vulcan in writing, via email, and identify such Class Members within ten (10) calendar days of its receipt of the Final List. In such written notification, OFCCP shall provide Vulcan 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 calendar (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 and Release Forms to Vulcan by the deadline provided on the Claim Form, she will no longer be entitled to a payment under this Agreement unless she is added to the Final List pursuant to the procedures detailed in Paragraph C1(a) or (c) above. All individuals on the Final List will receive a share of the monetary settlement.
- 3) Monetary Settlement.

Vulcan agrees to distribute \$53,200 in back pay and \$2,800 in interest, totaling \$56,000 (Settlement Fund) to all Eligible Class Members on the final approved list less legal deductions required by law on the portion representing back pay only (such as federal, state and/ or local taxes and the Affected Class Members' share of FICA taxes). Vulcan will pay the employer's share of social security withholdings and any other required payments to the appropriate government agencies 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, if required. These IRS forms will be mailed at the end of the applicable tax year in which the funds are disbursed. Vulcan will disburse the monetary settlement within 30 calendar days after OFCCP approves the final list of Eligible Class Members.

Within 15 calendar days of Vulcan's receipt of a check to an Eligible Class Member is returned undeliverable, Vulcan will notify OFCCP of this fact via e-mail sent to Compliance Officer (7)(C) (7)(C) @dol.gov. OFCCP will have 15 calendar days to locate the Eligible Class Member, and if OFCCP obtains an alternate address in the designated time period, Vulcan will mail the check within 15 calendar days of receiving an alternate or corrected address. Any check that remains uncashed 120 calendar days after the second date (or first, if no second mailing was made) on which the check was mailed to the Eligible Class Member will be void.

Residual amounts in the Settlement Fund, if any, shall be distributed as provided in Section III.1.C (7) "Remaining Funds." Within thirty (30) calendar days of its receipt from OFCCP's confirmation of the Final List, Vulcan shall take the following actions:

- a. Pay each such Eligible Class Member who is employed by Vulcan at that time the amount denoted in the Final List in the manner in which the Eligible Class

- Member is normally paid her regular salary (e.g., direct deposit, check), subject to all lawful deductions as set forth in paragraph C.3;
- b. Mail a check to all other Eligible Class Members, not employed by Vulcan 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 C.3; and
  - c. At the time of all payments described in this paragraph, Vulcan 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.
- 4) **Documentation.** Within thirty (30) calendar days of making the payments as set forth in paragraphs C.3 above, Vulcan shall provide OFCCP, via e-mail to (7)(C) at (7)(C)@dol.gov, with:
- a. Payroll stubs or the equivalent verifying that it has paid Eligible Class Members who are employed by Vulcan, pursuant to paragraph C.3;
  - 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 C.3 that have been received by Vulcan as of such time; and
  - 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 C.3.
- 5) **Undelivered Funds.** OFCCP will have thirty (30) calendar days from receipt of any checks returned as undeliverable to an Eligible Class Member to locate the specific Eligible Class Member and to inform Vulcan of a corrected address so that the check may be re-mailed. Vulcan 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 C, or which is returned as undeliverable after the process described in paragraph C. 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 C 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 C.5. Vulcan 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. Vulcan 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, Vulcan shall provide OFCCP, via e-mail sent to (7)(C) [REDACTED] at (7)(C) [REDACTED]@dol.gov with the documentation listed in paragraph 4 above.

- 8) Monitoring for Disparities. On an annual basis through the term of this Agreement, Vulcan will conduct an analysis of its pay practices and policies to ensure that disparities do not exist on the basis of sex or any other protected category. Vulcan agrees to increase the salaries of women who may potentially be affected within sixty (60) days after conducting the analysis. Before making any adjustments, Vulcan 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 Vulcan of any reason it believes the adjustments should not be made or any disagreement with Vulcan'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 Vulcan's compliance with the terms of this paragraph.

On an annual basis through the term of this Agreement, Vulcan will provide OFCCP with all information OFCCP identifies as necessary for OFCCP to determine if there is compensation discrimination against women in Job Group 7.

#### D. NON-MONETARY REMEDIES.

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

1. **Develop Improved Compensation Policies.** Vulcan will develop and write new policies to eliminate all practices that may have had an adverse effect on the compensation of women in Job Group 7 positions based on the results of the evaluation set forth below. Vulcan will develop and implement procedures to ensure proper application and self-monitoring of the compensation system applied to individuals in Job Group 7 positions, in compliance with 41 CFR 60-1.4(a)(1). Vulcan expressly agrees to continue its present practice of investigating any complaint or information it receives that may indicate compensation disparities. Vulcan must agree to review and, as necessary, revise its compensation policies and procedures to ensure equal opportunity, regardless of race, ethnicity, or gender, as required by 41 CFR 60-1.4(a).
2. **Revise Job Placement Policies and Procedures.** Vulcan agrees to review and, as necessary, revise its job placement policies and procedures to ensure equal opportunity, regardless of race, ethnicity, or gender, as required by 41 CFR 60-1.4(a). This includes:

- Ensuring all qualified applicants have an equal opportunity to apply for, express interest in, or be hired into Job Group 7 positions for all work or duties regardless of gender, including disclosing to all applicants accurate information about the duties, rates of pay, benefits, working conditions and other aspects of employment for these positions.
  - Ensuring that Vulcan does not rely on stereotypes that have the purpose or effect of steering or channeling women into particular positions at hire or disproportionately assigning them particular work or duties, including encouraging or discouraging applicants from applying for or accepting employment into positions performing certain kinds of work.
  - Conducting regular reviews to ensure its selection practices are consistent with the Uniform Guidelines on Employee Selection Procedures, 41 CFR 60-3 and 41 CFR 60-1.4(a)(1).
3. **Training.** Vulcan will provide training to all of its managers and supervisors who make job selection, job placement and compensation decisions, as well as to all human resources personnel. This training will include subjects of equal employment opportunity rights and responsibilities, and training on any new policies and practices in effect pursuant to part D.
4. **Self-Analysis.** Pursuant to 41 CFR 60-2.17(b), Vulcan will review annually its job placement policies and procedures to ensure they comply with 41 CFR 60-1.4(a)(1), and will report the results to OFCCP as set forth in Part IV of this Agreement. This includes:
- Self-analysis of hires and placements, including analysis of any gender, race, and ethnic differences in number or type of positions, work, task or rates of pay offered to applicants.
  - Assessment of how managers at Vulcan are implementing the revised policies and procedures to ensure their actions are consistent with the requirements of 41 CFR 60-1.4(a) (1).
5. **Job Offers.** (a) Job Opportunities: Vulcan will provide Affected employees with an equal opportunity to apply for higher paying positions within Job Group 7 (or similar work or opportunities), as opportunities arise. To be eligible for a job, Affected employees must complete and return an application for higher paying Job Group 7 positions within 15 days of receiving application;
- (b) Number and Order of Job Offers: Contractor shall make bona fide job offers to Eligible Affected Employees who have expressed interest in employment until 5 women are hired or the list of Eligible Affected Employees is exhausted, whichever comes first. All offers will be made in the chronological order of the Affected employee's original application date (with the earliest date first). Affected employees will have five (5) days to accept a job offer, and if they do not accept the offer, Contractor has no further obligation to them under parts (a)-(b) of this section;
- (c) Training and pay: Vulcan will provide the Affected employees who accept the higher paying Job Group 7 positions with on-the-job training, and will pay these employees the current wage for that position or similar work at the reviewed establishment;
- (d)



Reporting: Vulcan will document the job offers and hires, including job offers made and reasons for rejection. Vulcan will provide OFCCP with a reasonable number of interim reports on job offers and hires as requested during the Notice Process.

6. **Job Postings, Job Applications and Job Descriptions.** Vulcan will review and revise, as necessary, all job postings and job descriptions for any positions or work performed that falls within Job Group 7, to accurately and specifically describe the essential functions, marginal functions and minimum requirements required for each position within Job Group 7, and to ensure these positions are correctly advertised to internal and external applicants. Job postings must also specify the rate of pay for each available position.
7. **Recordkeeping.** Pursuant to 41 CFR 60-1.12, Vulcan will ensure its managers properly document the results of all job placement decisions made pursuant to the revised policies and procedures, and properly maintain all records on the revised policies and procedures including any associated underlying data and information such as HRIS and payroll data, job applications, applicant and hire data, disposition codes, and personnel records, and any other records or data used to generate the required reports.

## 2. VIOLATIONS OF AFFIRMATIVE ACTION AND RECORD KEEPING PROVISIONS

### **AFFIRMATIVE ACTION VIOLATION**

#### **A. STATEMENT OF ALLEGED VIOLATION**

During the current year AAP review period of July 1, 2013 through June 30, 2014, Vulcan failed to conduct in-depth analyses of its total employment process to determine whether and where impediments to equal opportunity exist, as required by 41 CFR §60-2.17(b) (3) and (c).

**OFCCP SPECIFIC FINDINGS:** Vulcan failed to evaluate its compensation system to determine whether there are gender based disparities. Vulcan failed to identify such problem areas or execute action-oriented programs designed to correct any problem areas. 41 CFR §60-2.17(b) (3) and (c).

**REMEDY.** Vulcan will evaluate its compensation system at least annually to determine whether there are gender based disparities. Where such disparities are found, Vulcan must execute corrective action, as required by 41 CFR 60-2.17(c). Vulcan must maintain records of such analyses and correction action, as required by 41 CFR 60-2.10 and must make them available to OFCCP, upon request, as required by 41 CFR 60-2.32.

### **RECORDKEEPING VIOLATION**

#### **A. STATEMENT OF ALLEGED VIOLATION:**

Vulcan failed to maintain, personnel or employment records for a period of not less than two years from the date the record was originated or the personnel action involved, whichever occurs later. 41 CFR 60-1.12 (a).

**OFCCP SPECIFIC FINDINGS:** During the review period, Vulcan failed to maintain documentation on job postings, positions applied for and hired into on applicants seeking temporary employment.

**REMEDY.** Vulcan will: (1) maintain personnel or employment records for a period of two years from the date the record was originated or the personnel action involved whichever occurs later; (2) submit an applicant flow log for temporary and permanent applicants by race and gender, to include application date, the position applied for and hired to, pay rates as a temporary and permanent employee, and reasons for non-selection(s); (3) provide hiring data for temporary and permanent employees by race and gender; (4) application dates for individuals who submit paper applications and resumes; and (5) job advertisements for temporary and permanent positions.

#### **Part IV. REPORTS REQUIRED**

Vulcan must submit the documents and reports described below to the following address:

United States Department of Labor  
Office of Federal Contract Compliance Programs  
Alvin Mitchell, District Director—Birmingham  
950 22nd Street North, Room 660  
Birmingham, Alabama 35203

- a. Within 120 calendar days of the Effective Date, Vulcan must submit a copy of the written revised compensation policies and practices described in section Part III.
- b. Within 225 days of the Effective Date of this Agreement, Vulcan must submit documentation that all managers, supervisors, and other personnel involved in making compensation and hiring decisions for Job Group 7 positions received training on all new and revised policies, procedures, and programs developed under Part III-1.C. 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, Vulcan must submit all documents and information referenced in sections Part III (1) and (2).
- d. Vulcan 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 Part III.1.C, 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, Vulcan shall submit a report detailing Vulcan's record retention practices at the Vulcan 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 Part III. 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. Vulcan will 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 compensation analysis described in section Part III.1.C of the Agreement, Vulcan provide OFCCP, via email sent to (7)(C) at (7)(C)@dol.gov and/or overnight mail, the relevant data files, statistical analysis programs and their associated output and log files; and
- b. Vulcan must provide documentation describing all Salary Adjustments made pursuant to its monitoring requirements in Part III.1.C 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.
- c. 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.

In each Progress Report, Vulcan will report on all modifications of personnel practices made to date pursuant to the Agreement and provide documentation of its compliance with this Agreement (Modifications of Employment Practices and Other Non-Monetary Relief). If any of the relevant documents on policies or practices have not been modified since being provided during a prior reporting period, a statement to that effect is sufficient. This includes:

1. Copy of the written revised compensation policies and practices described in section Part III-1.D. OFCCP will review these documents to ensure they meet the requirements of this Agreement.
2. Copies of all job postings for Job Group 7 positions, associated blank job applications, recruitment materials, and any other similar materials used during the reporting period for Job Group 7 positions and documentation of how these documents comply with the Agreement. OFCCP will review these documents to ensure they meet the criteria set forth in the Agreement.
3. All applicant and hire data (for temporary and permanent applicants and hires) covering the period of the Progress Report for Job Group 7 positions (applicant flow log), including the application date, total number of applicants and hires, applicant and hire sex and race, documentation of the position(s) applied for, the reasons for any non-selection, and the rate of pay offered as a temporary and permanent employee (Vulcan will maintain all completed applications and resumes and make them available upon request.). OFCCP will analyze this data to ensure discrimination is not continuing.
9. Copies of the written guidelines for hiring or other selection practices used during the Reporting Period for Job Group 7 positions and documentation of how these documents comply with the Agreement. OFCCP will review these documents to ensure they meet the criteria set forth in the Agreement.
10. Pay records for all individuals employed in Job Group 7 positions at issue during the reporting period, including employee race and sex, position, hire date, hourly rate of pay, hours worked if part time, any overtime hours or rates, and any other adjustments or additions to pay, as well as, reporting on workforce representation. OFCCP will analyze these records to ensure placement and pay disparities are not continuing.
11. Copies of the results of self-analysis performed pursuant to Part III and an explanation of actions taken as a result (Vulcan will maintain all underlying original data used for self-analysis and make it available upon request.).
12. Documentation of the training performed pursuant to the Agreement, including training dates, locations, percent of relevant managerial and line staff who have completed training, summary of the curriculum. OFCCP will review the written documentation to ensure the training meets the criteria set forth in the agreement.
13. Any other actions taken to ensure sex-neutral and race-neutral compensation practices not already included in the above items.

Vulcan 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.



Part V. FUTURE CONDUCT

Vulcan will not repeat the above violations and will ensure equal employment opportunity for all applicants and employees.

Part VI. SIGNATURES

This Conciliation Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and Vulcan Information Packaging.

(6), (7)(C)

Barry Franklin  
General Manager  
Vulcan Information Packaging  
1 Loose Leaf Lane  
Vincent, Alabama 35178

Date: 5/22/17

(6), (7)(C)

Samuel Maiden  
Regional Director - Southeast  
Office of Federal Contract Compliance Programs

Date: 5/25/2017

(6), (7)(C)

Katie Course  
Assistant District Director - Jackson  
Office of Federal Contract Compliance  
Programs

Date: 5/24/2017

(6), (7)(C)

Alvin Mitchell  
District Director - Birmingham  
Office of Federal Contract Compliance  
Programs

Date: 05/24/2017

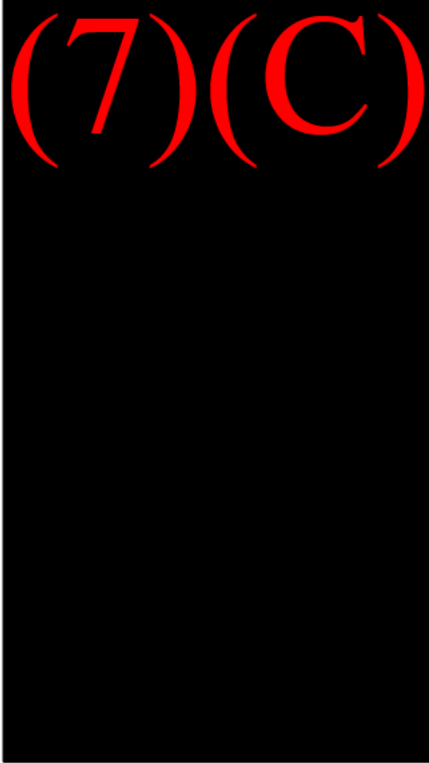
(6), (7)(C)

Compliance Officer - Birmingham  
Office of Federal Contract Compliance  
Programs

Date: 5/24/2017

**FEMALE AFFECTED CLASS MEMBERS**

(7)(C)



**ATTACHMENT B**  
**NOTICE TO AFFECTED CLASS**

You may be able to receive money and a job offer due to a legal settlement between Ebsco Industries, Inc. d/b/a Vulcan Information Packaging, Inc. and the U.S. Department of Labor.

*We are writing to provide information about a legal settlement between the U.S. Department of Labor and Ebsco Industries, Inc. d/b/a Vulcan Information Packaging (Vulcan) that may benefit you. This settlement involves claims of discrimination in compensation, and our records show that you may be one of the employees covered by this settlement. If you take the steps described in this Notice by the deadline below, you may be eligible for a payment of back wages and/or an opportunity for employment.*

**ARE YOU AFFECTED?**

Women who were employed at Vulcan between July 1, 2011 through July 1, 2013 and held one or more of the following job titles: (1) Packer, (2) Silkscreen Maker, (3) Inspector, (4) Table Worker, Quality Control-Plant, and (6) Tear Sealer.

**WHAT IS THIS SETTLEMENT ABOUT?**

The U.S. Department of Labor's Office of Federal Contract Compliance Programs (OFCCP) conducted an audit of Vulcan's hiring and compensation practices. OFCCP is the government agency responsible for enforcing the equal employment opportunity and affirmative action requirements that apply to federal contractors. OFCCP's analyses of Vulcan's selection and compensation procedures revealed that as of July 1, 2013 through July 1, 2014, Vulcan discriminated against **women** employees by assigning women into the lower paying positions which automatically resulted in lower compensation. OFCCP found a statistically significant pay disparity in the compensation of women as a result of their gender.

Ultimately, OFCCP issued a Notice of Violation against Vulcan on these claims. A Conciliation Agreement is a legal document that explains the terms of an agreement to settle a lawsuit.

As a result, the company must distribute money to women who were employees of Vulcan during the time period specified above.

**WHAT DOES THIS MEAN FOR YOU?**

Because you were an employee during the relevant time period, this settlement may provide you with some specific benefits:

- (1) **You may be eligible to receive a payment of at least \$2,666.67** (before taxes). This payment represents your share of back wages and other payments Vulcan is making to

settle the lawsuit. The final amount you will receive will be reduced by deductions for items such as income tax withholding and Social Security contributions.

- (2) Vulcan will make job offers for higher paying positions in Job Group 7 to some of the individuals receiving this notification. It is not guaranteed that you will be hired for either of these positions. If you are interested in a job, please express your interest on the enclosed Claim Form.
- (3) To get these benefits, you will need to release (give up) certain legal claims. A copy of the release for you to sign is included with this Notice.

### **WHAT IS YOUR NEXT STEP?**

You should read this Notice and the Claim Form carefully and any other information you receive from the U.S. Department of Labor or Carmen Fultz, Director of Compliance (Vulcan). Please do not ignore this Notice or throw it away.

It is very important that you fill out and return the form in this envelope on time. Otherwise, you could miss out on receiving money or an opportunity for a job.

To be eligible for a payment and/or job offer, you must complete, sign, and return the enclosed claim form and release form within 30 calendar days from the date of issuance by Vulcan. There are instructions on the form about how to mail it in.

### **The Claim Form must be received by (date).**

You may receive some or all of these benefits only if the information on your Claim Form confirms 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 of the documents by the deadline of (date) 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 contact Ms. Carmen Fultz, Director – Compliance, EBSCO Industries 5724 Highway 280 East, Birmingham, AL 35242 205-672-1941. You may also contact Compliance Officer (7)(C) at 205-731-0820.



## Claim Form – Affected Employees

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**PLEASE CAREFULLY READ THE ENCLOSED NOTICE BEFORE COMPLETING THIS CLAIM FORM.**

**INSTRUCTIONS FOR FILING A CLAIM TO BE CONSIDERED FOR MONEY (BACK WAGES) AND/OR A JOB OFFER FROM THE SETTLEMENT.**

**DEADLINE TO RESPOND IS \_\_\_\_\_**

If you complete this Claim Form, you may be eligible for a monetary payment from the settlement and you can express interest in a job offer. You can receive a monetary payment even if you do not express interest in a job.

To receive an award (such as money or a job offer), you must complete and return this Claim Form and Release Form postmarked or hand-delivered on or before [Deadline above], to:

Ms. Carmen Fultz  
Director - Compliance  
EBSCO Industries  
5724 Highway 280 East  
Birmingham, AL 35242

**Attention:** \_\_\_\_\_

If you do not submit a properly completed Claim Form and Release Form on or before \_\_\_\_\_, 2017, then your claim will not be on time and **you will not receive any money from this settlement and you cannot be considered for a job offer.**

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

\*\*\*

**This Claim Form will only be used for the following purposes:**

- (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**
- (2) To allow you to express interest in the jobs being offered as a result of the settlement.**

**Step 1: Please confirm the following contact information to process your payment (print legibly).**

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

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

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

Email 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: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Please provide your social security number** \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_  
*Your Social Security Number is required in order to process your payment for tax purposes. Your Social Security Number will not be used for any other purpose.*

**Notify us at the address below if your address changes within the next three months, or contact us if you have any questions about this claim form, the notice, or the settlement.**

**Compliance Officer** (7)(C)  
**U.S. Department of Labor, Office of Federal Contract Compliance Programs**  
**950 22nd Street North, Suite 660, Birmingham, Alabama 35203**  
**Phone: 205-731-0820 or Email: (7)(C)@dol.gov**

**Step 2: Inform us if you are interested in a position:**

- Yes, I am still interested in a higher paying Job Group 7 positions such as Machine Operator, Cratheran Machine Operator, Fiab Machine Operator, Fiab/Widmann Machine Operator, and Supervisor with Vulcan Information Packaging.
- No, I am not currently interested in a higher paying Job Group 7 positions such as Machine Operator, Cratheran Machine Operator, Fiab Machine Operator, Fiab/Widmann Machine Operator, and Supervisor with Vulcan Information Packaging.
- I am currently employed by Vulcan Information Packaging.

**Step 3: Sign and return along with the Release Form**

I certify the above as true and correct.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**ATTACHMENT D - RELEASE OF CLAIMS UNDER EXECUTIVE ORDER 11246**

*PLEASE CAREFULLY READ THE ENCLOSED NOTICE BEFORE COMPLETING THIS RELEASE. YOU MUST RETURN A SIGNED RELEASE TO RECEIVE MONEY FROM THE SETTLEMENT*

This Release of Claims under Executive Order 11246 ("Release") is a legal document. This document states that in return [Ebsco Industries, Inc. d/b/a Vulcan Information Packaging] "Contractor" paying you money, you agree that you will not file any lawsuit against Contractor for allegedly violating Executive Order 11246 through job assignment and compensation. It also says that Contractor 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 a certain date, you will not receive any money.

Women who were employed in the following positions: (1) Packer, (2) Silkscreen Maker, (3) Inspector, (4) Table Worker, (5) Quality Control-Plant, and (6) Tear Sealer. - In consideration of the payment of at least \$2,666.67 (less deductions required by law) by the Contractor to me, which I agree is acceptable, I agree to the following:

I.

I hereby waive, release and forever discharge Vulcan Information Packaging, its predecessors, successors, related entities, parents, subsidiaries, affiliates and organizations, and its and their shareholders, owners, 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 and assignment at any time through the effective date of this Release.

II.

I understand that Vulcan Information Packaging denies that it treated me unlawfully or unfairly in any way and that Contractor entered into a Conciliation Agreement with the U.S. Department of Labor, Office of Federal Contract Compliance Programs ("OFCCP") and agreed to make the payment described above to resolve alleged disparities in compensation and to resolve the matter without further legal proceedings in the compliance reviews initiated by OFCCP related to the facility covered by the Conciliation Agreement. I further agree that the payment of the aforesaid sum by Contractor to me is not to be construed as an admission of any liability by Contractor.

III.

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 and seek legal advice. I further declare that I have decided of my own free will to sign this Release.

I understand that if I do not sign this Release and return it to the contractor's Director of Compliance Ms. Carmen Fultz, such that it is received by (date), I will not be entitled to receive any payment (less deductions required by law).

IN WITNESS WHEREOF, I have signed this document of my own free will.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

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