

Conciliation Agreement

Between

THE U.S. DEPARTMENT OF LABOR

OFFICE OF FEDERAL CONTRACT COMPLIANCE PROGRAMS

And

WORLEY GROUP (Formerly Jacobs Engineering)

I. PRELIMINARY STATEMENT

The Office of Federal Contract Compliance Programs (OFCCP) evaluated the Jacobs Engineering establishment located at 5995 Rogerdale Road, T1-1037 Houston, TX 77072 beginning on April 20, 2017. In April 2019, Worley Group assumed control of the establishment from Jacobs Engineering and assumed responsibility for OFCCP's Compliance Evaluation. OFCCP shared its preliminary findings of its evaluation with Worley through a Pre-Determination Notice (PDN) dated June 16, 2020, that alleges Jacobs Engineering failed to comply with Executive Order 11246, as amended (E.O. 11246 or the Executive Order), and its implementing regulations at 41 Code of Federal Regulations (C.F.R.) Chapter 60.

In the interest of resolving the violations without engaging in further investigation and in exchange for sufficient and valuable consideration described in this document, OFCCP and Worley enter into this Conciliation Agreement (Agreement) and its attachments, and the parties agree to all the terms therein. The attachments to this Agreement are deemed incorporated into this Agreement.

II. GENERAL TERMS AND CONDITIONS

1. In exchange for Worley's fulfillment of all its obligations in this Agreement, OFCCP will not institute administrative or judicial enforcement proceedings under E.O. 11246 based on the violations described in more detail in Part III. However, OFCCP retains the right to initiate legal proceedings to enforce this Agreement if Worley violates any provision of this Agreement, as set forth in Paragraph 11, below. Nothing in this Agreement precludes OFCCP from initiating enforcement proceedings based on future compliance evaluations or complaint investigations.
2. OFCCP may review Worley's compliance with this Agreement. As part of this review, OFCCP may require written reports, inspect the premises, interview witnesses, and examine and copy documents. Worley will permit access to its premises during normal business hours for these purposes and will provide OFCCP with all hard copy or electronic reports and documents it requests, including those specified in this Agreement.

3. Nothing in this Agreement relieves Worley 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, or other applicable laws requiring nondiscrimination or equal employment opportunity through affirmative action.
4. Worley and OFCCP agree that any release of claims required by this Agreement will only pertain to claims under E.O. 11246.
5. Worley agrees that it will not retaliate against any potential or actual beneficiary of this Agreement or against any person who files a complaint, who has provided information or assistance, or who participates in any manner in any proceeding in this matter.
6. The parties understand the terms of this Agreement and enter into it voluntarily.
7. This Agreement, including its attachments, constitutes the entire Agreement and represents the complete and final understanding of the parties. This Agreement contains all of the terms binding the parties and it supersedes all prior written and oral negotiations and agreements. Any modifications or amendments to this Agreement must be agreed upon in writing and signed by all parties. If an administrative error is found, OFCCP will work in good faith with all parties to make the correction.
8. This Agreement becomes effective on the day it is signed by the Southwest and Rocky Mountain Regional Director (Effective Date).
9. If one or more provisions of this Agreement is deemed unlawful or unenforceable, the remaining provisions will remain in full force and effect.
10. This Agreement will expire sixty (60) days after Worley submits its final progress report required in Section VII, below, unless OFCCP notifies Worley in writing before the expiration date that Worley has failed to fulfill all of its obligations under the Agreement. In this instance, the Agreement is automatically extended until the date that OFCCP determines Worley has met all of its obligations under the Agreement.
11. If Worley violates this Agreement:
 - a. The procedures at 41 C.F.R. 60-1.34 will govern:
 - i. OFCCP will send Worley a written notice stating the alleged violations and summarizing any supporting evidence.
 - ii. Worley shall have fifteen (15) days from receipt of the notice to respond, except in those cases in which such a delay would result in irreparable injury to the employment rights of affected employees or applicants.

- iii. If Worley 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.
 - iv. In the event of a breach of this Agreement by Worley, OFCCP may elect to proceed to a hearing on the entire case and seek full make-whole relief, and not be limited to the terms agreed to in the Agreement.
- b. Worley may be subject to the sanctions set forth in Section 209 of the Executive Order, 41 C.F.R. 60-1.27, and/or other appropriate relief for violating this Agreement.
12. Worley denies any violation of the Executive Order, Section 503 or VEVRAA, nor has there been an adjudication on the merits regarding any such violation.
 13. OFCCP may seek enforcement of this Agreement itself and is not required to present proof of any underlying violations resolved by this Agreement.
 14. The parties understand and agree that nothing in this Agreement is binding on other governmental departments or agencies other than the United States Department of Labor.
 15. Each party shall bear its own fees and expenses with respect to this matter.
 16. This Agreement is limited to the facts of this case. Neither this Agreement, nor any part of the negotiations that occurred in connection with this Agreement, shall constitute admissible 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 specific Agreement.
 17. All references to “days” in this Agreement, and in the Timeline included as Attachment B, are calendar days. If any deadline for an obligation scheduled to be performed under this Agreement falls on a weekend or a Federal holiday, that deadline will be extended to the next business day.

III. DISCRIMINATION FINDINGS

FINDINGS: OFCCP determined that, based on a statistical analysis of a snapshot of compensation data from December 31, 2016, statistically significant disparities existed at the Houston facility which impacted females, blacks, and Hispanics in the following job families: 12 females, 11 Hispanics, and seven blacks in Controls Systems Engineering; seven females in Project Engineering; six females in Quality Control (Supplier Surveillance); and six females in Scheduling/Planning, which is in violation of 41 C.F.R. 60-1.4(a)(1).

REMEDY: Worley agrees to provide an appropriate remedy to the class of impacted female, Hispanic and black employees including back pay, salary adjustments and career development opportunities.

Additionally, Worley will provide training to employees involved in making salary determinations, adjustments and promotion decisions as set forth below.

IV. FINANCIAL REMEDY – BACK PAY

1. Settlement Fund

- a. **Settlement Fund Account.** Within thirty (30) days after the Effective Date, Worley will deposit a total of \$500,000 in an FDIC-insured interest-bearing account maintained by Worley at the prevailing interest rate. By the deadline set forth in the Timeline, Worley will notify OFCCP when this action is complete and provide appropriate documentation, including the name and address of the FDIC-insured banking institution, the account number for the settlement fund, the date of deposit, the deposit amount, and bank records showing the deposit amount. By the dates set forth in the Timeline, Worley will provide OFCCP with copies of bank records showing the current balance of the account, list of transactions and the amount of accrued interest on the account. The settlement fund is a negotiated amount that represents estimated back pay and accrued interest. Worley's share of taxes on the portion representing back pay (such as federal, state and/or local taxes and Federal Income Contributions Act (FICA)) is not part of the Settlement Fund. Worley will be responsible for all employer-paid taxes and all banking account fees.
- b. **Specific Settlement Fund Amounts.** The total Settlement Fund amount includes \$450,000 in back pay and \$50,000 in interest to resolve pay disparities against female, black and Hispanic employees identified listed on Attachment A.
- c. **Total Amount to be Allocated.** The back pay and interest amounts of the Settlement Fund, plus any additional interest that accrues on the interest-bearing account, will be equally distributed among the Eligible Employees. Individual distributions will include appropriate deductions for each individual's share of payroll deductions required by law on the portion representing back pay only, such as federal (FICA and Federal Unemployment Tax Act (FUTA)), state or local taxes.

2. Notice Process

- a. **Notice Documents.** Worley will distribute Notice Documents contained in Attachments C-E to Affected Employees identified in Attachment A. The Notice Documents include a Notice, Release of Claims and Information Verification Forms. The Notice Documents will make clear the information about the settlement is being provided by or on behalf of the U.S. Department of Labor.

- b. **Timeline.** Attachment B sets forth the agreed Timeline for Notice and for the parties' other obligations under this Agreement.
- c. **Distribution of Mail Notice to Affected Employees.** Worley will provide initial notice by regular first-class mail. Worley will send copies of the Notice, Verification Form and Release, as described above, including a postage-paid return envelope, by first class mail to the best available mailing address for each Affected Employee, by the date set forth in the Timeline. If envelopes from the initial mail notice are returned with forwarding addresses, Worley will re-mail the Notice Documents within fifteen (15) days of receipt of the forwarding address.

Based on the response to the initial mailing, Worley will provide OFCCP the names of individuals who did not respond to the Notice Documents or submit all documents and information required to participate in the settlement by the date set forth in the Timeline. OFCCP will provide Worley with updated information for the second mailing in accordance with the Timeline. Worley will send a second mail distribution to all Affected Employees who fail to respond.

- d. **Notice Deadline.** The final deadline for any Affected Employee to respond to the Notice and Timeline Documents will be set forth in these documents, and be 90 days from the Effective Date. The parties will prominently display this deadline on all materials they distribute in paper or online form regarding this Agreement, and explain that failure to respond by this deadline will result in a forfeiture of any relief provided by this Agreement.
- e. **Final List of Eligible Class Members.** All Affected Employees who timely respond to the Notice and submit the Verification Form and Release by the deadline set forth in the Notice and whose eligibility is verified by OFCCP (Eligible Class Members) will be eligible for a financial remedy. Worley will draft a list of all Eligible Class Members (Final List) and submit it to OFCCP by the date set forth in the Timeline. OFCCP shall make the final determinations of eligibility and return to Worley the Final List with individual back pay amounts.

3. Allocation of Financial Remedy

- a. **Payments to Eligible Employees.** OFCCP will provide Worley a list of the payment amount for each Eligible Class Member on the Final List by the date set forth in the Timeline. Worley will issue checks as the sole payor or make electronic payments to each Eligible Class Member in the stated amount by the date set forth on the Timeline. Worley will provide OFCCP with documentation of all payments made, all payments returned as undelivered, and all checks not cashed by the deadline set forth on the Timeline. Any check that remains uncashed 180 days after the initial date the check was mailed to the Eligible Class Member will be void. With respect to any uncashed funds, Worley will make a second distribution to all Eligible Class Members who cashed their first checks if the total amount of unclaimed funds from uncashed checks provides for each Eligible Class Member who cashed their first

checks to receive at least thirty dollars (\$30), if the total amount in the account is evenly distributed amongst them. Otherwise, all remaining funds will revert to Worley for use in advancing EEO trainings and similar initiatives.

- b. Tax Payments, Forms and Reporting.** Worley will pay its share of social security withholdings, and any other tax payments required by law from additional funds separate from the Settlement Fund. Worley shall mail to each Eligible Class Member an IRS Form W-2 for that portion of the payment representing back pay and an IRS Form 1099 for that portion of the payment representing interest. These IRS forms will be provided to the Eligible Employees either at the time of payment, electronically or with the settlement checks, or at the end of the year. No Eligible Class Member will be required to complete a W-4 or W-9 in order to receive payments under this settlement.

V. PAY EQUITY ANALYSES AND SALARY ADJUSTMENTS

- 1. Pay Adjustments.** To proactively facilitate compliance with Executive Order 11246, Worley will conduct annual analyses as set forth in Part V(2)(a) below. Worley agrees that it will allocate a minimum of Five Hundred Thousand Dollars (\$500,000) for annual pay adjustments, in Part V(2)(b) and Attachment F (Pay Adjustments). If the Pay Adjustments are less than \$500,000, Worley will use the differential between the Pay Adjustment for the next year.
- 2. Annual Analysis.**
 - a.** For Worley's fiscal years 2022 and 2023, Worley will continue to conduct annual pay equity analyses of its employees to ensure pay equity for women, using the methodology described in Attachment F. Worley will use a snapshot from data on December 31, 2021 and December 31, 2022. Worley will submit the data as requested in Attachment F from each snapshot date to OFCCP by January 20, 2022 and January 20, 2023.
 - b.** Beginning in Worley's fiscal year 2022 and the following fiscal year 2023, Worley will make annual pay equity adjustments by March 15, 2022 and March 15, 2023, using the adjustment process described in Attachment F.
 - c.** The methodology set forth in Attachment F is to be used by the parties for these settlement purposes only, and it shall not be precedent in any future OFCCP investigations, proceedings, or other conciliation agreements.
 - d.** Any alleged breach by Worley of the specific requirements of Part V of this Agreement shall be subject to the enforcement provisions in Part II (11) but shall not affect the Parties' agreement to resolve OFCCP's allegations contained in the PDN in exchange for the settlement payments of \$500,000 in back pay and interest as outlined in Part IV of this Agreement.

VI. MODIFICATIONS TO COMPENSATION PRACTICES AND OTHER RELIEF

1. **Self-Analysis of Pay Disparities.** Pursuant to 41 C.F.R. 60-2.17(b), Worley will review annually its compensation policies and practices to ensure Worley complies with 41 C.F.R. 60-1.4(a)(1). This includes monitoring base salary as well as the administration of non-base compensation, benefits and employment actions, for any indication of statistically significant disparities based on gender, race and/or ethnicity and will investigate and remedy any such inequity. If any such disparities cannot be explained by legitimate factors, then Worley will remedy such disparities through salary adjustments. Worley will also evaluate whether starting salaries, salary increases, promotion decisions, level designation, and job assignments result in a disproportionately negative effect on the compensation of employees of a particular gender, race, and/or ethnicity. If these decisions have an adverse impact on employees of a particular gender, race and/or ethnicity, Worley will consider alternative practices that satisfy business necessity without causing a disparity.
2. **Revised Policies and Procedures.** Worley will review and, as necessary, revise its compensation practices and establish monitoring and oversight mechanisms to ensure that all aspects of its compensation system provide an equal opportunity to all of its employees as required by 41 C.F.R. 60-1.4(a). All revised pay practices must ensure nondiscrimination in rates of pay or other forms of compensation.
3. **Training.** Worley must provide training to all of its managers and supervisors who make compensation decisions at the location covered in this Agreement, as well as to all human resources personnel at this establishment. This training will include subjects of equal employment opportunity rights and responsibilities, and training on any new policies and practices established pursuant to Paragraph 2 above. This training must include a formal assessment to ensure that managers who have completed the training understand and can implement the requirements to (1) follow compensation practices that do not discriminate on the basis of race, ethnicity and sex, (2) consistently and fairly implement the new or revised written practices, and (3) properly document the results of their decisions and retain appropriate records.
4. **Pay Transparency.** Worley agrees to conduct a pay transparency review to confirm its commitment to compliance with 41 C.F.R. 60-1.35. Worley's review will include confirming policy dissemination through Worley's handbook and review its location to confirm pay transparency posters are displayed.

VII. TECHNICAL VIOLATION AND REMEDY

VIOLATION: The original employer at the Houston establishment failed to provide all relevant records to the matter under investigation in accordance with 41 C.F.R. § 60-1.43. Specifically, the employer failed to provide 64 personnel files for Project Engineering and Control Systems Engineering as requested in OFCCP's letter dated April 12, 2018. OFCCP considers this failure to provide this data a denial of access.

REMEDY: Worley will provide requested data upon request.

VIII. REPORTS AND MONITORING

1. **Recordkeeping.** Worley agrees to retain all records relevant to the violations cited in Sections III and VII above and the reports submitted in compliance with Paragraph 2, below. These records include underlying data and information such as Human Resources Information System (HRIS) and payroll data, job applications and personnel records, and any other records or data used to generate the required reports. Worley will retain the records until this Agreement expires or for the time period consistent with regulatory requirements, whichever is later.
2. **Progress Reports.**
 - a. **Schedule and Instructions.**
 - i. *Progress Report on compliance with Part V.* Worley agrees to submit the following: By April 1, 2022 and April 1, 2023, Worley will report to the OFCCP pay adjustments made in accordance with Part V of this Agreement (Progress Report). The Progress Report will contain the employee name, employee ID, gender, race and/or ethnicity of the recipient of the pay adjustment, and the adjustment amount. Worley will also provide employee name, employee ID, gender, race and/or ethnicity and current salary (total compensation, base pay, bonus, other forms of compensation separately) of all employees in the PAGs as of the snapshot date Worley used to conduct the compensation analyses for OFCCP's verification. Both parties will treat Attachments A, F, and any Progress Report or information Worley provides to OFCCP under this Agreement as (a) privileged and/or confidential, and (b) commercial and/or financial information. OFCCP will protect from disclosure such information or materials from disclosure to the maximum extent permitted by law.
 - ii. *Documentation of monetary payments to all Eligible Employees as specified in Part IV (3).* The documentation must include the names of all Eligible Employees who were paid, and, for each Eligible Employee, the number and the amount of the check and the date the check cleared the bank. Worley must provide OFCCP with copies of all canceled checks upon request. Worley shall provide these reports by the due dates listed in the Timeline.
 - iii. A statement from Worley confirming that it conducted its annual self-analysis of pay as described in Part VI above.
 - iv. Documentation of any revised compensation policies and procedures as described in Part VI above.
 - v. Documentation of training on equal opportunity in compensation training, as described in Part VI above.

vi. Confirmation of the pay transparency review, as described in Part VI above.

b. Worley will submit reports to:

District Director Karen N. Hyman
2320 LaBranch Street Suite 1103,
Houston, TX 77004,
(b) (6), (b) (7)(C)@dol.gov

c. Reports on Modifications to Personnel Practices. In each Progress Report Worley will report on all modifications of personnel practices made to date pursuant to the Agreement and provide documentation of its compliance with the remedy provisions of this Agreement. If any of the relevant documents such as job postings or policies have not been modified since being provided during a prior reporting period, a statement to that effect is sufficient.

- 3. Close of Monitoring Period and Termination of Agreement.** This Agreement shall remain in effect until the monitoring period is completed. The monitoring period will close once OFCCP accepts Worley's final progress report as set forth in Part II, Paragraph 10 above. If OFCCP fails to notify Worley in writing within sixty (60) days of the date of the final progress report that Worley has not fulfilled all of its obligations under the Agreement, OFCCP will be deemed to have accepted the final report and the Monitoring Period and this Agreement will terminate. If OFCCP notifies Worley within the allotted time that it has not fulfilled all of its obligations, this Agreement is automatically extended until the date that OFCCP determines Worley has met all of its obligations under the Agreement.

IX. SIGNATURES

The person signing this Agreement on behalf of Worley personally warrants that he or she is fully authorized to do so, that Worley has entered into this Agreement voluntarily and with full knowledge of its effect, and that execution of this Agreement is fully binding on Worley.

This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and Worley Limited (formerly Jacobs Engineering), 5995 Rogerdale Road, T1-1037 Houston, TX 77072.

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

Name Lawrence S. Kalban
Title Sr. Vice President and Gen Counsel
Company – Worley Group Inc.

Melissa L. Speer
Regional Director
Southwest and Rocky Mountain Region

DATE: 6-14-2021

DATE: June 15, 2021

Attachments:

- A. List of Affected Class Members
- B. Timeline
- C. Notice Document
- D. Information Verification Form
- E. Release of Claims Under Executive Order 11246
- F. Statistical Model

ATTACHMENT A

List of Affected Class Members

Count	Pay Analysis Group (PAG)	Name	Race	Gender	Employee ID Number
1	Control Systems Engineer	(b) (6), (b) (7)(C)			
2	Control Systems Engineer				
3	Control Systems Engineer				
4	Control Systems Engineer				
5	Control Systems Engineer				
6	Control Systems Engineer				
7	Control Systems Engineer				
8	Control Systems Engineer				
9	Control Systems Engineer				
10	Control Systems Engineer				
11	Control Systems Engineer				
12	Control Systems Engineer				
13	Control Systems Engineer				
14	Control Systems Engineer				
15	Control Systems Engineer				
16	Control Systems Engineer				
17	Control Systems Engineer				
18	Control Systems Engineer				
19	Control Systems Engineer				
20	Control Systems Engineer				
21	Control Systems Engineer				
22	Control Systems Engineer				
23	Control Systems Engineer				
24	Project Engineering				
25	Project Engineering				
26	Project Engineering				
27	Project Engineering				
28	Project Engineering				
29	Project Engineering				
30	Project Engineering				
31	QC Supplier Surveillance				
32	QC Supplier Surveillance				
33	QC Supplier Surveillance				
34	QC Supplier Surveillance				
35	QC Supplier Surveillance				
36	QC Supplier Surveillance				

37	Scheduling/Planning	(b) (6), (b) (7)(C)
38	Scheduling/Planning	
39	Scheduling/Planning	
40	Scheduling/Planning	
41	Scheduling/Planning	
42	Scheduling/Planning	

ATTACHMENT B

Timeline

Company Name: Worley Incorporated

Effective Date of Conciliation Agreement:

06/15/2021

Action Required	Number of Calendar Days from Effective Date	Due Date
Within fifteen (30) days after the Effective Date, Worley will deposit a total of \$500,000 in an FDIC-insured interest bearing account maintained by Worley at the prevailing interest rate.	30	07/15/2021
Worley will notify OFCCP when this action is complete and provide appropriate documentation, including the name and address of the FDIC-insured banking institution, the account number for the settlement fund, the date of deposit, the deposit amount, and bank records showing the deposit amount.	10	07/25/2021
Worley will provide OFCCP with copies of bank records showing the current balance of the account, list of transactions and the amount of accrued interest on the account.	TBD	
Worley will send copies of the Notice, Verification Form and Release including a postage-paid return envelope, by first class mail to the best available mailing address for each Affected Employee.	15	06/30/2021
If envelopes from the initial mail notice are returned with forwarding addresses, Worley will re-mail the Notice Documents within ten (10) days of receipt of the forwarding address	TBD	
Based on the response to the initial mailing, Worley will provide OFCCP the names of individuals who did not respond to the Notice Documents or submit both documents required to participate in the settlement	45	07/30/2021
OFCCP will provide Worley with updated information for the second mailing.	55	08/09/2021
Worley will send a second mail distribution to all Affected Employees who fail to respond to the first mailing.	60	08/14/2021
The final deadline for any Affected Employee to respond to the Notice and Timeline Documents will be 90 days from the Effective Date.	90	09/13/2021
Worley will establish the Final List and submit it to OFCCP.	95	09/18/2021
OFCCP shall make the final determinations of eligibility and return to Worley the individual back pay amounts.	105	09/28/2021

Worley will issue checks or make electronic payments to each Eligible Class Member in the stated amount.	110	10/03/2021
Worley will provide OFCCP with copies of cancelled checks or electronic documentation of all payments to Eligible Employees, including the amounts paid, the date payment was sent, the date payment was received or the check cashed, and any uncashed or returned checks. In the event of a second distribution, Worley will provide similar documentation on the second distribution.	TBD	
Any check that remains uncashed 180 days after the initial date the check was mailed to the Eligible Class Member will be void. With respect to any uncashed funds, Worley will make a second distribution to all Eligible Class Members who cashed their first check.	180	04/01/2022
Progress Report 1: Worley will provide the following report: 1) Employee name, employee ID, gender, and current salary as of the snapshot date for every employee in the PAG and job titles as of the snapshot date December 31, 2021, and 2) Recommended salary adjustments for the female, black and Hispanic employees in the PAG and job titles, and 3) A statement from Worley confirming that it conducted its annual self-analysis of pay and that unexplained and statistically significant disparities, if any, based on gender have been remedied through salary adjustments, and 4) Documentation of any revised compensation policies and procedures, and 5) Documentation of training on equal opportunity in compensation training, and 6) Confirmation of the pay transparency review.		02/15/2022
Worley will submit the compensation data used for the salary adjustments for the snapshot dates of December 31, 2021		01/20/2022
OFCCP will approve the proposed 2022 salary adjustments.		03/01/2022
Worley will institute all 2022 annual pay equity adjustments.		03/15/2022
Worley will report to the OFCCP the 2022 Pay Adjustments made in accordance with Part V of this Agreement.		04/01/2022

Progress Report 2: Worley will provide the following report: 1) Employee name, employee ID, gender, and current salary as of the snapshot date for every employee in the PAG and job titles as of the snapshot date as of December 31, 2022, and 2) Recommended salary adjustments for the female, black, and Hispanic employees in the PAG and job titles, and 3) A statement from Worley confirming that it conducted its annual self-analysis of pay and that unexplained and statistically significant disparities, if any, based on gender have been remedied through salary adjustments, and 4) Documentation of any revised compensation policies and procedures, and 5) Documentation of training on equal opportunity in compensation training, and 6) Confirmation of the pay transparency review.		02/15/2023
OFCCP will approve the proposed 2023 salary adjustments.		03/01/2023
Worley will submit the compensation data used for the salary adjustments for the snapshot dates of December 31, 2022		01/20/2023
OFCCP will approve the proposed 2023 salary adjustments.		03/01/2023
Worley will institute all 2023 annual pay equity adjustments.		03/15/2023
Worley will report to the OFCCP the 2023 Pay Adjustments made in accordance with Part V of this Agreement.		04/01/2023
Worley will report any additional salary adjustments as required by Attachment F.		04/30/2023
Progress Report		Due Date
First Report Due:		02/15/2022
Second Report Due:		04/01/2022
Third Report Due:		02/15/2023
Fourth Report Due:		04/01/2023
Fifth Report Due (If Necessary):		04/30/2023
Expiration date of CA (sixty days after receipt of the final progress report or on the date the District Director gives approval of the final report, whichever occurs earlier):		06/30/2023

ATTACHMENT C

NOTICE TO AFFECTED CLASS MEMBERS

Dear [name]:

Worley Limited (Worley), formerly Jacobs Engineering, 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 Worley's Houston facility. OFCCP's analysis showed that since April 1, 2013 Worley has paid certain female, black, and Hispanic employees in the [insert PAG or job title as appropriate] significantly less per year than [OTHER FAVORED GROUPS] males in similar roles at the same location. Worley has not admitted to any violation of E.O. 11246 and there has not been any adjudicated finding that Worley violated any laws. OFCCP and Worley entered into the Agreement to resolve the matter without resorting to further legal proceedings.

You have been identified as one of the individuals who worked in a position located in the [insert PAG or job title]. Under the Agreement, you may be eligible to receive a payment representing back pay and interest (less deductions required by law). Under the terms of the Agreement, it may take up to [number] months from the date of this letter before you receive your payment. In order to be eligible for a payment, you must complete, sign, and return the enclosed Information Verification Form and the Release of Claims Form. These forms should be mailed as soon as possible to the address below. **In order for you to be eligible to participate in the settlement, your documents must be received by [insert date by which eligible employees must respond].**

[Name]
[Position]
[Worley]
[Address]

You may use the enclosed postage-paid return envelope to return the completed and signed Information Verification and Release of Claims Forms.

In the event you may have previously signed an agreement with Worley (formerly Jacobs Engineering) that you believe prohibits your participation in this settlement, you are hereby notified that you are allowed to participate in this settlement.

If you have any questions you may call [name] at [Worley] at [phone number], or email OFCCP Compliance Officer (b) (6), (b) (7)(E) at (b) (7)(C), (b) (7)(E) @dol.gov. Your message will be returned as soon as possible.

IF YOU FAIL TO COMPLETE AND RETURN THE ENCLOSED DOCUMENT(S) TO WORLEY BY [insert date by which eligible employees must respond], YOU WILL NOT BE ELIGIBLE TO RECEIVE A PAYMENT.

Sincerely,

[Name]

Enclosures

Information Verification Form
Release of Claims Form

ATTACHMENT D

INFORMATION VERIFICATION FORM

You must complete this form in order to be eligible for the monetary payment under the terms of the Conciliation Agreement (Agreement) between Worley 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 _____

Email _____

Notify Worley at the address below if your address, email address or phone number changes within the next twelve (12) months.

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

IF YOU FAIL TO COMPLETE AND RETURN THE ENCLOSED DOCUMENTS TO THE ADDRESS BELOW BY [DATE ELIGIBLE EMPLOYEES MUST RESPOND], YOU WILL NOT BE ELIGIBLE TO RECEIVE A PAYMENT.

[Name]
[Address]

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

Signature

Date

ATTACHMENT E

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 (Release) under Executive Order 11246 is a legal document. The document states that in return for Worley paying you money, you agree that you will not file any lawsuit against Worley for allegedly violating Executive Order 11246 in its compensation on the basis of gender, race or ethnicity. It also says that Worley 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.

In consideration of payment of at least \$ (less deductions required by law) by Worley to me, which I agree is acceptable, I (print name) _____ agree to the following:

I.

I hereby waive, release and forever discharge Worley, its predecessors, successors, related entities, parents, and 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 which I or my representatives (*heirs, executors, administrators, or assigns*) have or may have which relate to my compensation as a [*position*] on the basis of my gender and race at any time prior to the date of my signature on this Release. By signing this agreement, I agree that I have been made whole for any claim that could have been brought under Executive Order 11246 relating to my compensation with Worley through the Effective Date of this Release.

II.

I understand that Worley denies that it treated me unlawfully or unfairly in any way and that Worley 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 review initiated by OFCCP on April 20, 2017. I further agree that the payment of the aforesaid sum by Worley to me is not to be construed as an admission of any liability by Worley.

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.

IV.

I understand that if I do not sign this Release and return it to the contact listed on the enclosed Notice to Affected Class Employees, by the deadline listed on the Notice, I will not be entitled to receive any payment (less deductions required by law) from Worley.

IN WITNESS WHEREOF, I have signed this document on this ____ day of _____, 2021.

Printed Name

Signature

ATTACHMENT F

SALARY ADJUSTMENTS METHODOLOGY

In accordance with Part V of the Agreement, Worley will allocate \$500,000 for annual pay adjustments. If the pay adjustments in 2022 are less than \$500,000, Worley will use the differential between the Pay Adjustment for the immediate preceding year 2023. Worley and OFCCP will determine salary adjustments based on compensation analyses conducted using the snapshot dates December 31, 2021 and December 31, 2022. Worley will submit to OFCCP the compensation data for the snapshot dates in order to determine the salary adjustments by January 20, 2022 and January 20, 2023. After Worley has completed its compensation analyses and determined the amount of any salary increases for female, black, and Hispanic employees currently in the job family and job titles listed below, Worley will send a report to OFCCP for review and approval before the salary adjustments are implemented.

This report will include:

- 1) Employee name, employee ID, gender, race, ethnicity, and current salary as of the snapshot date for every employee in the job families and job titles, and
- 2) Recommended salary adjustments for female, black, and Hispanic employees in the job families and job titles.

These reports will be due February 15, 2022 and February 15, 2023, and OFCCP will approve the proposed salary adjustments by March 1, 2022 and March 1, 2023. Worley will institute all annual pay equity adjustments by March 15, 2022 and March 15, 2023. Once Worley makes the approved salary adjustments, the reports on these salary adjustments will be due April 1, 2022 and April 1, 2023.

OFCCP may request additional information to confirm the salary adjustments, such as the factors used in Worley's compensation regression. These factors may include but are not limited to time-in-job, other-time-in-company, FLSA exempt status, part-time status, rehire status, and salary grade. Upon OFCCP's approval, Contractor may use pay analysis groups that it determines are consistent with its administration of pay. Worley may submit additional factors for OFCCP to consider.

Salary adjustments will be distributed to all females, blacks, and Hispanics currently employed until all \$500,000 is spent (whether or not the employees were in the OFCCP's original snapshot analyses of December 31, 2016). Salary adjustments will be allocated to all females, blacks, and Hispanics currently employed at the Houston Establishment in the job family or job title in the order listed below:

- Controls Systems Engineering
- Project Engineering
- Quality Control (Supplier Surveillance)

- Scheduling/Planning

Salary adjustments are calculated and awarded in addition to any pay increase female, black, and Hispanic employees would be entitled to (i.e., merit increases or bonuses). For any money not allocated to female, black, and Hispanic employees in the job families listed above, Worley will use the remaining funds in year 2023 for *any* salary adjustments for *any* female, black, and Hispanic employees at this location by **April 30, 2023**. If there is any money left after the salary adjustments, Worley will use the money for programs that benefit current female, black, and Hispanic employees in non-traditional jobs for example sponsoring Employee Resources Groups for females, blacks, and Hispanics; tuition reimbursement for Science, Technology, Engineering, and Math (STEAM) courses, payment for requested training in non-traditional jobs, and payment requested. None of the \$500,000 set aside for salary adjustments can revert to Worley.