

Conciliation Agreement  
Between the  
U.S. Department of Labor Office of Federal Contract Compliance Programs  
And  
Midwest Canvas Corporation

## **I. Preliminary Statement**

The Office of Federal Contract Compliance Programs (“OFCCP”) evaluated the Midwest Canvas Corporation (“Midwest Canvas”) establishment located at 4635 W. Lake Street, Chicago, IL 60644, beginning on March 30, 2020. OFCCP found that Midwest Canvas failed to comply with Executive Order 11246, as amended (“E.O. 11246” or the “Executive Order”), Section 503 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 793 (“Section 503”), and the Vietnam Era Veterans’ Readjustment Assistance Act of 1974, as amended, 38 U.S.C. § 4212 (“VEVRAA”), and their respective implementing regulations at 41 CFR Chapter 60.

In the interest of resolving the alleged violations without engaging in further legal proceedings and in exchange for sufficient and valuable consideration described in this document, OFCCP and Midwest Canvas (collectively, the “Parties”) 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 Midwest Canvas’ fulfillment of all its obligations in this Agreement, OFCCP will not institute administrative or judicial enforcement proceedings under E.O. 11246, Section 503, and/or VEVRAA based on the alleged violations described in Parts III and VII below. However, OFCCP retains the right to initiate legal proceedings to enforce this Agreement if Midwest Canvas 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 Midwest Canvas’ compliance with this Agreement. As part of this review, OFCCP may require written reports, inspect the premises, interview witnesses, and examine and copy documents. Midwest Canvas 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 Midwest Canvas of its obligation to fully comply with the requirements of E.O. 11246, Section 503, VEVRAA, their implementing regulations, or other applicable laws requiring nondiscrimination or equal employment opportunity through affirmative action.

4. Midwest Canvas and OFCCP agree that any release of claims required by this Agreement will only pertain to claims under E.O. 11246, Section 503, and/or VEVRAA.
  5. Midwest Canvas 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 corrections.
  8. This Agreement becomes effective on the day it is signed by the Regional Director of the Midwest Region (“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 Midwest Canvas submits its final progress report required in Section VIII, below, unless OFCCP notifies Midwest Canvas in writing before the expiration date that Midwest Canvas has failed to fulfill all of its obligations under the Agreement. In this instance, the Agreement is automatically extended until the date OFCCP determines that Midwest Canvas has met all of its obligations under the Agreement.
11. If Midwest Canvas violates this Agreement:
- a. The procedures at 41 CFR § 60-1.34, 41 CFR § 60-300.63, and/or 41 CFR § 60-741.63 will govern:
    - i. OFCCP will send Midwest Canvas a written notice stating the alleged violations and summarizing any supporting evidence.
    - ii. Midwest Canvas 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 Midwest Canvas 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 Midwest Canvas, 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. Midwest Canvas may be subject to the sanctions set forth in Section 209 of the Executive Order, 41 CFR § 60-1.27, 41 CFR § 60-741.66, 41 CFR § 60-300.66, and/or other appropriate relief for violating this Agreement.
12. Midwest Canvas neither admits nor 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. Preliminary Findings**

**VIOLATION:** OFCCP alleges that Midwest Canvas violated the nondiscrimination requirements of the equal opportunity clause of E.O. 11246 section 202 and 41 CFR § 60-1.4(a)(1). Specifically, OFCCP found statistically significant differences in the hiring rates of Black, Asian, and White applicants for the Laborer positions at the Chicago, IL establishment when compared to Hispanics during the period March 30, 2018 through September 30, 2019, resulting in shortfalls of 38 Black hires, two (2) Asian hires, and one (1) White hire.

## **IV. Financial Remedy**

### **1. Settlement Fund**

The settlement fund is a negotiated amount that represents estimated back pay and accrued interest. Midwest Canvas' 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.

- a. **Claims Administrator.** Midwest Canvas and OFCCP agree that Midwest Canvas will engage CPT Group as the Claims Administrator of the Settlement Fund. The Claims Administrator's duties include, but are not limited to, establishing the Settlement Fund account, finding updated contact information for Affected Applicants, identifying duplicate entries in the Preliminary Affected Applicant List (Attachment A), mailing of notices, responding to inquiries from Affected Applicants, providing reports to Midwest Canvas and OFCCP and issuing payments from the Settlement Fund, as described below. All fees for service by the Claims Administrator will be paid for by Midwest Canvas. No funds from the Settlement Fund will be used to cover Claims Administrator Fees.
- b. **Settlement Fund Account.** Within fifteen days (15) days after the Effective Date, Midwest Canvas will deposit a total of \$230,204.80 in an FDIC-insured interest-bearing account maintained by the Claims Administrator at the prevailing interest rate. Midwest Canvas 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 (Attachment B), Midwest Canvas 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. Midwest Canvas will be responsible for any fees associated with the FDIC-insured interest-bearing account.
- c. **Specific Settlement Fund Amounts.** The total Settlement Fund amount of \$230,204.80 includes \$226,030.00 in back pay and \$4,174.80 in interest to resolve the specific violation set forth above.

### **2. Allocation**

- a. **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 distributed pursuant to this Agreement. 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/Federal Unemployment Tax Act (FUTA)), state and local taxes.

- b. **Affected Applicants Eligible to Receive Payments.** The Settlement Fund will be distributed equally to all persons who are identified by OFCCP as “Affected Applicants” in Attachment A who timely respond to the “Notice Process,” as explained below. These individuals will be established by OFCCP on a “Final List of Class Members” (hereinafter, “Final List”). The Settlement Fund will be distributed to the Class Members on the Final List in equal shares. All Class Members are entitled to their share of the monetary settlement regardless of whether they are currently interested in employment with Midwest Canvas.
- c. **Payments to Class Members.** Midwest Canvas will issue checks or make electronic payments to each Class Member in the stated amount, along with appropriate tax reporting forms (such as W-2 and Internal Revenue Service (IRS) Form 1099) by the date set forth on the Timeline. OFCCP will receive timely documentation of all payments made and any payments returned undelivered or any checks not cashed, as set forth on the Timeline. Any check that remains uncashed 180 days after the initial date the check was mailed to the Class Member will be void. With respect to any uncashed funds, Midwest Canvas will make a second distribution in equal shares to all Class Members who cashed their first check, but only if the total amount that would be distributed to each Class Member exceeds \$20 (twenty dollars). Midwest Canvas will mail the second distribution to such participants by the date specified in the Timeline. With respect to any uncashed checks, Midwest Canvas will deposit the monies in the name of any Eligible Class Member who did not cash his/her/their check with the Illinois State Treasurer’s Unclaimed Property Division in accordance with any and all state and local applicable laws and regulations (<https://icash.illinoistreasurer.gov/app/submit-a-report>). No portion of these funds shall revert directly or indirectly to Midwest Canvas or any of its affiliates. Midwest Canvas will notify each class member whose check is sent to the Illinois State Treasurer’s Unclaimed Property Division.
- e. **Tax Payments, Forms and Reporting.** Midwest Canvas will pay its share of social security withholdings, and any other tax payments required by law from additional funds separate from the Settlement Fund. Midwest Canvas shall mail to each 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 Class Members either at the time of payment, electronically or with the settlement checks, or at the end of the year. No Class Member will be required to complete a W-4 or W-9 in order to receive payments under this Agreement.

### 3. Notice Process

- a. **OFCCP and Midwest Canvas Obligations under the Notice Process.** The Notice Process set forth in this Agreement is intended to provide Affected Applicants a meaningful opportunity to understand their rights and obligations and act on them in a timely manner. This includes providing technical assistance to Affected Applicants seeking information about their rights and obligations under this Agreement. As

specified in the Timeline and as otherwise necessary to fulfill this Agreement, Midwest Canvas and OFCCP will regularly meet and confer in person, by phone and/or by email on the notice process to determine how best to carry out the provisions of this Agreement, and to decide whether any activity, deadline or document should be modified. OFCCP and Midwest Canvas agree not to unreasonably withhold consent to reasonable modifications proposed by either party.

- b. **Notice Documents.** Midwest Canvas will distribute Notice Documents contained in Attachment C to Affected Applicants identified in Attachment A (herein Preliminary Affected Applicants List). The Notice Documents include a Notice, Release of Claims, and Information Verification Form. The Notice Documents make clear the information about the settlement is being provided by or on behalf of the U.S. Department of Labor. As specified in the Timeline and as otherwise necessary to fulfill this Agreement, the parties will meet and confer on any reasonable modifications of the Notice Documents or additions to the materials distributed by Midwest Canvas, if proposed by either party.
- c. **Timeline.** Attachment B sets forth the agreed Timeline for the Notice Process and for the parties' other obligations under this Agreement. The parties will meet and confer on any reasonable modifications to the Timeline proposed by either party.
- d. **Search for Affected Applicants.** OFCCP shall provide Midwest Canvas with contact information in its possession or its authority to obtain on the Preliminary Affected Applicants List by the date set forth in the Timeline. Within 45 calendar days of the Effective Date in instances where a mailing address for an Affected Applicant in Attachment A is not available, the Claims Administrator will conduct a skip trace search for updated information and make at least three attempts to contact the Affected Applicants by phone and by email. Midwest Canvas will submit to OFCCP an updated Affected Applicant List to identify duplicate entries and additional contact information. Midwest Canvas will also report the efforts used to contact Affected Applicants, including the skip trace search vendor used, phone number used, date, time and method (phone/email) of the contact attempts, and the results of the skip trace and contact attempts. Within ten (10) days of receipt of the updated Affected Applicant List, OFCCP will provide Midwest Canvas with a Final Affected Applicants List to be used for Distribution of Notice to Affected Applicants.
- e. **Distribution of Notice to Affected Applicants.** Midwest Canvas will provide initial notice by regular first-class mail and by email. Midwest Canvas will send copies of all of the Notice Documents as defined above, including a postage-paid return envelope, by first class mail to the best available mailing address for each Affected Applicant, by the date set forth in the Timeline. If envelopes from the initial mail notice are returned with forwarding addresses, Midwest Canvas will re-mail the Notice Documents within five (5) days of receipt of the forwarding address.

Within five (5) days of receipt of a Notice Documents letter or email returned as undeliverable, Midwest Canvas will run a skip trace search for updated information

and make at least three attempts to contact each Affected Applicant by telephone in order to obtain updated contact information. Within five (5) days of obtaining an updated mailing or email address for an Affected Applicant, Midwest Canvas will re-mail/email the Notice Documents. On a bi-weekly basis, Midwest Canvas will notify OFCCP of all letters and emails returned as undeliverable, the results of attempts to obtain updated information for each Affected Applicant, and the date Notice Documents were re-mailed/mailed.

Per the Timeline, Midwest Canvas will provide OFCCP the names of Affected Applicants who did not respond to the Notice Documents, or who failed to return both forms or to sign a form as required. Based on the response to the initial mail notice, the parties will meet and confer by the date set forth in the Timeline to assess the results of the initial mail notice and to ensure that the second round of mail notice maximizes the potential response rate. OFCCP may attempt to locate those Affected Applicants who did not respond, and may reach out to Affected Applicants who did not submit both forms, or who failed to sign a form. OFCCP will provide Midwest Canvas with information for a second mailing in accordance with the Timeline. Midwest Canvas will send a second mail notice to Affected Applicants with valid addresses who fail to respond to the first mail notice unless the parties agree otherwise.

**Notice Deadline.** The final deadline for any Affected Applicant to respond to the notice is set forth in the Timeline. 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.

- f. **Technical Assistance.** The parties will timely respond to any inquiries from Affected Applicants using information consistent with this Agreement and the Notice Documents. The parties will document all inquiries and any actions taken. The parties will prominently display contact information for the Claims Administrator and OFCCP on all materials distributed to Affected Applicants in paper or online form regarding this Agreement. Midwest Canvas will provide OFCCP contact information to any Affected Applicant with questions or concerns.
- g. **Exchange of Information Regarding Affected Applicants.** Midwest Canvas and OFCCP will timely exchange information regarding Affected Applicants, including updated contact information and the results of any technical assistance provided.
- h. **Final List of Class Members.** The Final List will include all Affected Applicants who timely respond to the Notice by the deadline set forth in the Timeline and whose eligibility is verified by OFCCP (hereinafter referred to as “Class Members”). Within the timeframes established in the Timeline, Midwest Canvas will provide OFCCP with the list of Affected Applicants who timely responded to notices in accordance with the Agreement, and OFCCP will approve the Final List of Class Members. The parties will meet and confer on any outstanding issues or questions regarding the Final List. Either party may identify potentially eligible Applicants who may have

been erroneously excluded from the original or any subsequent list. OFCCP shall make the final determinations of eligibility but will make every effort to negotiate in good faith to resolve any dispute about the Final List. Midwest Canvas will provide to OFCCP any information necessary to determine the Final List.

- i. **Documentation of Payments.** By the deadline set forth in the Timeline, Midwest Canvas will provide OFCCP with copies of cancelled checks or electronic documentation of all payments to Class Members, 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, Midwest Canvas will provide a similar documentation on the second distribution. In the event that unclaimed class member funds are sent to the Illinois State Treasurer's Unclaimed Property Division, Midwest Canvas will provide documentation of payments sent and that Class Members were notified.
- j. **Midwest Canvas' Expenses.** Midwest Canvas will pay all expenses associated with carrying out its duties pursuant to this Section, from funds separate and apart from the amount designated in this Agreement for the Settlement.

## V. Additional Individual Relief

### 1. Job Opportunities

- a. **Description of Job Opportunities.** As vacancies occur in the Laborer job title, Midwest Canvas shall make bona fide job offers to Class Members who have expressed interest in employment and who are not currently employed by Midwest Canvas<sup>1</sup>. Until 38 Black, 2 Asian, and 1 White Class Members are hired or the list of interested Class Members is exhausted, whichever comes first. Class Members will have priority over all other candidates for hire into the Laborer position. As vacancies occur in the Laborer position, Midwest Canvas shall contact the Class Members with a job offer in the order in which they submitted their Information Verification Form, or, if the Form was received on the same day, in the order of their original application date. Midwest Canvas will make at least two attempts by phone and two attempts by email to contact qualified Class Members who have expressed an interest in employment with Midwest Canvas on the Information Verification Form.

The report-to-work date for Class Members hired pursuant to this Agreement shall be no later than fourteen (14) days after the date the written job offer is accepted. The Class Member must report to work on the day designated or provide Midwest Canvas notice of good cause for their absence on or before that date. If good cause is provided, the Class Member must report to work within five (5) days of the original designated start date. Otherwise, Midwest Canvas may withdraw the job offer and shall be under no obligation to hire the Class Member under this Agreement, but

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1 For purposes of this Agreement, the term "vacancies" does not include returning employees recalled from a layoff pursuant to a collective bargaining agreement.

remains obligated to hire until 38 Black, 2 Asian, and 1 White Laborer positions are filled or the list of Class Members is exhausted, whichever comes first. To be eligible for hire, Class Members must meet the minimum qualifications for the Laborer position that are in effect at the time of the hire. Moreover, to be hired, Class Members must successfully complete all preemployment requirements of the Laborer position that are in effect at the time of the hire, which may include alcohol and drug screening, and must complete a U.S. Citizenship and Immigration Form I-9, Employment Eligibility Verification, and other employment documents from Midwest Canvas.

Midwest Canvas agrees to pay Class Members hired under this provision at least the entry level wage for the Laborer position that is in effect at the time of the hire, and shall provide all regular and on-the-job training currently provided to employees in that position.

- b. **Reporting.** Midwest Canvas will document the job offers and hires, including job offers made, reasons for rejection, and Class Members hired and terminated during the monitoring period as set forth in Section VIII, OFCCP Monitoring Period, below.

## **VI. Modifications to Employment Practices and Other Non-Monetary Relief**

1. **Compliance.** Midwest Canvas will ensure that all applicants are afforded equal employment opportunities. Midwest Canvas is currently not a federal contractor. Midwest Canvas will provide an annual affirmation to OFCCP that it does not hold federal contracts subject to OFCCP jurisdiction to Karen Wallace, District Director, at **(b) (6), (b) (7)(C)**@dol.gov within forty-five (45) days of the first and second anniversaries of the Effective Date. If Midwest Canvas becomes a federal contractor during the term of this agreement, Midwest Canvas agrees to notify Karen Wallace, District Director, via email within fifteen (15) days and agrees to continue and/or to implement the corrective actions detailed below.
2. **Revised Hiring Process.** In accordance with the Timeline, Midwest Canvas will revise, in writing and as appropriate, the practices, policies, and procedures it uses to select applicants for Laborer positions (Revised Hiring Process). If Midwest Canvas becomes a federal contractor during the term of this agreement, the Revised Hiring Process requires Midwest Canvas to do the following:
  - a. Ensure that all applicants are afforded equal employment opportunities. Midwest Canvas' Revised Hiring Process shall comply with all OFCCP regulations concerning selection procedures, including 41 CFR Part 60-3.
  - b. Ensure that applicants at Midwest Canvas are tracked, and decisions are documented at each step in the hiring process. Midwest Canvas shall write and implement procedures to ensure that documents are retained in accordance with 41 C.F.R. §§ 60-1.12(a) and 60-3.

### **3. Training.**

- a. Revised Hiring Process. If Midwest Canvas becomes a federal contractor during the term of this agreement, Midwest Canvas will train all management and individuals involved in any way in recruiting, selecting, or tracking applicants for Laborer positions at Midwest Canvas on the Revised Hiring Process and OFCCP's recordkeeping obligations. The training will include instruction on 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 CFR §§ 60-1.12(a) and 60-3. Additionally, the training will cover the requirement that Midwest Canvas must not retaliate against applicants who benefit from the provisions of this Agreement. Midwest Canvas will maintain a record of the date of each training, and the name and job title of each employee attending each training.
  - b. The training must ensure that individuals who have completed the training understand and can implement the requirements to (1) follow nondiscriminatory hiring practices, (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. **Recordkeeping and Retention.** If it becomes a federal contractor during the term of this agreement, Midwest Canvas will implement or revise, as appropriate, procedures to ensure that applicants are tracked, and decisions are documented, at each step in the hiring process. Midwest Canvas will also implement or revise, as appropriate, procedures to ensure that terminations are tracked, and termination decisions are documented. Midwest Canvas will implement or revise, as appropriate, procedures to ensure that documents are retained in accordance with 41 CFR §§ 60-1.12(a) and 60-3.
  5. **Monitoring.** If it becomes a federal contractor during the term of this agreement, Midwest Canvas agrees to monitor Laborer selection rates at each step of its selection process. If Midwest Canvas adds or changes a step in its process, the additional step will also be analyzed. When Midwest Canvas finds that a selection procedure or qualification has an adverse impact, as defined by 41 CFR § 60-3.4(D), on the hiring of applicants of a particular race or gender, Midwest Canvas will eliminate the procedure, identify a legitimate business need for the selection procedure, choose an alternative procedure, or validate the procedure in accordance with the Uniform Guidelines on Employee Selection Procedures codified at 41 CFR Part 60-3. Midwest Canvas agrees to maintain and make available to OFCCP records concerning the impact of the selection process for Laborer positions at Midwest Canvas. The records will include the race and gender of applicants, hires, and the selection process utilized. Midwest Canvas will retain this information until the expiration of this Agreement or as long as required by the regulations, whichever is later.

## **VII. Technical Violations and Remedies**

1. **VIOLATION:** During the period March 30, 2018 through September 30, 2019, Midwest Canvas failed to state, in all solicitations or advertisements for employees placed by or on behalf of Midwest Canvas, that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin, in violation of 41 CFR § 60-1.4(a)(2).

**REMEDY:** If it becomes a federal contractor during the term of this agreement, Midwest Canvas will state, in all solicitations or advertisements for employees placed by or on behalf of Midwest Canvas, that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin, as required by 41 CFR § 60-1.4(a)(2).

2. **VIOLATION:** During the period March 30, 2018 through September 30, 2019, Midwest Canvas failed to keep and preserve complete and accurate personnel and employment records for a period of not less than two years from the date of the making of the record or the personnel action, which ever occurred later, in violation of 41 CFR § 60-1.12(a) and (e). Specifically, Midwest Canvas did not maintain records associated with the hiring and termination processes, including but not limited to records associated with applicant call screening, invitations to take the drug screen, and drug screen results.

**REMEDY:** If it becomes a federal contractor during the term of this agreement, Midwest Canvas will keep and preserve complete and accurate personnel and employment records, as required by 41 CFR § 60-1.12(a) and (e), and will keep and preserve those records for a period of not less than two years from the date of the making of the record or the personnel action, whichever occurs later.

3. **VIOLATION:** During the period March 30, 2018 through September 30, 2019, Midwest Canvas failed to develop and implement an internal audit and reporting system that periodically measures the effectiveness of its total affirmative action program, in violation of 41 CFR § 60-2.17(d). Specifically, Midwest Canvas did not monitor records of all personnel activity, including hires and terminations, at all levels to ensure the nondiscriminatory policy is carried out.

**REMEDY:** If it becomes a federal contractor during the term of this agreement, Midwest Canvas will develop and implement an internal audit and reporting system that periodically measures the effectiveness of its total affirmative action program, as required by 41 CFR § 60-2.17(d).

4. **VIOLATION:** During the period March 30, 2018 through September 30, 2019, Midwest Canvas failed to evaluate, by gender, race or ethnic group, the individual components of its selection process for adverse impact for each job that had adverse impact in the total

selection process, in violation of 41 CFR § 60-3.4C. Specifically, Midwest Canvas did not evaluate the individual components of its selection process for the Laborer job for adverse impact.

**REMEDY:** If it becomes a federal contractor during the term of this agreement, Midwest Canvas will collect, maintain, and have available for inspection records or other information that discloses the impact its tests and other selection procedures has on employment opportunities of persons by identifiable race, sex, or ethnic group, as required by 41 CFR § 60-3.4A. When the total selection process for a job has an adverse impact, the individual components of the selection process should be evaluated for adverse impact, as required by 41 CFR § 60-3.4C.

5. **VIOLATION:** During the period March 30, 2018 through September 30, 2019, Midwest Canvas failed to maintain and have available for each job, records and other information showing whether the total selection process for that job had adverse impact by gender, race or ethnic group, in violation of 41 CFR § 60-3.15A(2). Specifically, Midwest Canvas did not maintain records or other information showing whether the total selection process for the Laborer job had an adverse impact. Midwest Canvas also did not maintain records and other information showing which components of the selection process for the Laborer job had adverse impact by gender, race or ethnic group.

**REMEDY:** If it becomes a federal contractor during the term of this agreement, Midwest Canvas will collect, maintain, and have available for each job, records or other information showing whether the total selection process for that job has an adverse impact, as required by 41 CFR § 60-3.15A(2). When the total selection process for a job has an adverse impact, Midwest Canvas will maintain and have available records or other information showing which components have an adverse impact.

6. **VIOLATION:** During the period March 30, 2018 through September 30, 2019, Midwest Canvas failed to immediately list all employment openings with either the state workforce agency job bank or a local employment service delivery system serving the location where the openings occurred, in violation of 41 CFR § 60-300.5(a)2-6.

**REMEDY:** If it becomes a federal contractor during the term of this agreement, Midwest Canvas will list all employment openings as they occur with an appropriate employment service delivery system (“ESDS”) (either the state workforce agency job bank or a local ESDS) where the openings occur, in a manner and format that will allow the ESDS to provide priority referrals of protected veterans to Midwest Canvas, as required by 41 CFR § 60-300.5(a)2-6. With its initial listing, and as subsequently needed to update the information, Midwest Canvas must also advise the ESDS that it is a federal contractor and it desires priority referrals of protected veterans for job openings at all locations within the state, and provide the employment service delivery system with the name and address of each of its hiring locations within the state and the contact information for Midwest Canvas official responsible for hiring at each location, as required by 41 CFR § 60-300.5(a)(4). Should any of the information in the disclosures change since it was last

reported to the ESDS, Midwest Canvas shall provide updated information simultaneously with its next job listing.

7. **VIOLATION:** During the period March 30, 2018 through September 30, 2019, Midwest Canvas failed to state, in all solicitations and advertisements for employees placed by or on behalf of Midwest Canvas, that all qualified applicants will receive consideration for employment without regard to their protected veteran status, in violation of 41 CFR § 60-300.5(a)(12).

**REMEDY:** If it becomes a federal contractor during the term of this agreement, Midwest Canvas will state, in all solicitations and advertisements for employees placed by or on behalf of Midwest Canvas, that all qualified applicants will receive consideration for employment without regard to their protected veteran status, as required by 41 CFR § 60-300.5(a)(12).

8. **VIOLATION:** During the period March 30, 2018 through September 30, 2019, Midwest Canvas failed to invite its applicants for employment to voluntarily self-identify as a protected veteran, in violation of 41 CFR § 60-300.42.

**REMEDY:** If it becomes a federal contractor during the term of this agreement, Midwest Canvas shall invite applicants to inform it whether the applicant believes that he or she is a veteran protected by VEVRAA, as required by 41 CFR § 60-300.42. More specifically, Midwest Canvas shall invite applicants for employment, prior to an offer of employment, to voluntarily identify as a protected veteran. Additionally, Midwest Canvas shall invite applicants for employment, after an offer of employment but before applicants begin their job duties, to voluntarily inform it whether the applicant believes that he or she is a protected veteran. Midwest Canvas may invite the applicant to also indicate if he or she belongs to one or more of the specific categories of protected veterans, as defined by 41 CFR § 60-300.2(q). All invitations to self-identify as a protected veteran must comply with the requirements of 41 CFR § 60-300.42(c). Midwest Canvas must keep all self-identification information confidential and maintain it in a separate data analysis file, rather than in its personnel or medical files, as required by 41 CFR § 60-300.42(e).

9. **VIOLATION:** During the period March 30, 2018 through September 30, 2019, Midwest Canvas failed to undertake appropriate outreach and positive recruitment activities that were reasonably designed to effectively recruit qualified protected veterans, document these activities, assess their effectiveness, and document its review, in violation of 41 CFR § 60-300.44(f).

**REMEDY:** If it becomes a federal contractor during the term of this agreement, Midwest Canvas will undertake appropriate external outreach and positive recruitment activities that are reasonably designed to effectively recruit qualified protected veterans, such as those described at 41 CFR § 60-300.44(f)(2), as required by 41 CFR § 60-300.44(f). Midwest Canvas will annually review its outreach and recruitment activities, assess their effectiveness, and document this review, as required by 41 CFR § 60-300.44(f)(3).

Contractor will document all activities it undertakes to comply with this section, as required by 41 CFR § 60-300.44(f)(4).

10. **VIOLATION:** During the period March 30, 2018 through September 30, 2019, Midwest Canvas failed to state, in all solicitations and advertisements for employees placed by or on behalf of Midwest Canvas, that all qualified applicants will receive consideration for employment and will not be discriminated against on the basis of disability, in violation of 41 CFR § 60-741.5(a)(7).

**REMEDY:** If it becomes a federal contractor during the term of this agreement, Midwest Canvas will state, in all solicitations and advertisements for employees placed by or on behalf of Midwest Canvas, that all qualified applicants will receive consideration for employment and will not be discriminated against on the basis of disability, as required by 41 CFR § 60-741.5(a)(7).

11. **VIOLATION:** During the period March 30, 2018 through September 30, 2019, Midwest Canvas failed to invite its employees and applicants for employment to voluntarily self-identify as an individual with a disability, using the OMB-approved Form CC-305 for this purpose, in violation of 41 CFR § 60-741.42.

**REMEDY:** If it becomes a federal contractor during the term of this agreement, Midwest Canvas will invite both its applicants for employment, and its employees, to voluntarily self-identify as an individual with a disability, as required by 41 CFR 60-741.42. All invitations to self-identify must be made using the OMB-approved form for this purpose (available on the OFCCP website). More specifically, Midwest Canvas shall invite each of its applicants for employment, prior to an offer of employment, to voluntarily inform it whether the applicant believes that he or she is an individual with a disability, as that term is defined in 41 CFR § 60-741.2(g)(1)(i) or (ii). Midwest Canvas shall also invite each of its applicants for employment, after an offer of employment has been made and before the applicant begins work, to voluntarily inform it whether the applicant believes that he or she is an individual with a disability. In addition, during the first year it is subject to this requirement, Midwest Canvas shall invite each of its employees to voluntarily self-identify as an individual with a disability, and then extend this invitation again at five year intervals, thereafter. At least once during each interval, Midwest Canvas shall remind its employees that they may voluntarily update their disability-related self-identification information at any time. Midwest Canvas must keep all self-identification information confidential and maintain it in a separate data analysis file, rather than in its personnel or medical files, as required by 41 CFR § 60-741.42(e).

12. **VIOLATION:** During the period March 30, 2018 through September 30, 2019, Midwest Canvas failed to undertake appropriate outreach and positive recruitment activities that were reasonably designed to effectively recruit qualified individuals with disabilities, document these activities, assess their effectiveness, and document its review, in violation of 41 CFR § 60-741.44(f).

**REMEDY:** If it becomes a federal contractor during the term of this agreement, Midwest Canvas will undertake appropriate outreach and positive recruitment activities that are reasonably designed to effectively recruit qualified individuals with disabilities, document these activities, assess their effectiveness, and document its review, as required by 41 CFR § 60-741.44(f).

## **VIII. OFCCP Monitoring Period**

1. **Recordkeeping.** If it becomes a federal contractor during the term of this agreement, Midwest Canvas agrees to retain all records relevant to the violations cited in the Sections above and the reports submitted in compliance with Paragraph 2, below. These records include underlying data and information such as Applicant Tracking System (“ATS”), Human Resources Information System (“HRIS”) and payroll data, recruitment efforts, job postings, job applications and personnel records, and any other records or data used to generate the required reports. Midwest Canvas will retain the records until this Agreement expires or for the time period consistent with regulatory requirements, whichever is later.
2. **Midwest Canvas Reports.**
  1. **Schedule and Instructions.** Midwest Canvas will submit two Progress Reports covering each twelve-month period of this Agreement. The first Progress Report shall be due forty-five calendar days after the first anniversary of the Effective Date and will cover the twelve-month period beginning with the Effective Date. The second Progress Report shall cover the successive twelve-month period, and shall be submitted 45 calendar days after the close of that twelve-month period. Midwest Canvas must submit the documents and reports described below via email to the OFCCP Chicago District Office, Attn: Karen Wallace, District Director, at **(b) (6), (b) (7)(C)**@dol.gov.

Midwest Canvas and OFCCP have a common interest in the information being provided in the reports pursuant to this Agreement. To the extent any of the reports Midwest Canvas provides in accordance with this agreement are customarily kept private or closely-held, and Midwest Canvas believes should remain confidential under Exemption 4 of the Freedom of Information Act (“FOIA”) in the event of a FOIA request, Midwest Canvas will provide such reports to OFCCP marked as “Confidential”. In the event of a FOIA request, OFCCP will treat any such documents received as confidential documents to the extent required by law.

2. **Reporting on Financial Remedy.**
  - a. Within the prescribed timeframes, Midwest Canvas will submit all documents and information referenced in Section IV of the Agreement, including but not limited to the following:

- i. Names of Class Members who were paid,
  - ii. the number and the amount of the check and the date the check cleared the bank.
  - iii. Copies of all canceled checks.
3. **Reporting on Job Opportunities.** In each Progress Report, Midwest Canvas will report on all job offers and hires made to date pursuant to the Agreement until all of the job opportunities for the reviewed establishment are filled or the list of Class Members expressing interest in the positions is exhausted, or this Agreement expires, whichever comes first. This includes:
  - i. A list of all Class Members who expressed interest in employment by name and date of interest.
  - ii. Documentation of all job offers made to Class Members, including the name, race, and gender of individuals offered jobs, the date of the offer, the date the offer was accepted or rejected, and the starting pay rate.
  - iii. Documentation of Class Members who expressed interest in job offers who did not successfully complete the application process, including the name, race, and gender of these individuals, and the reason Midwest Canvas determined they were not eligible for hire, along with all relevant documentation (e.g., failure to complete the application process, failure to submit to and/or satisfy pre-employment screening, such as drug screening, and documentation that the Class Member declined a job offer). This includes individuals who did not receive job offers because all available positions were filled.
  - iv. A list of Class Members who were hired and/or terminated during the life of this Agreement, including the employment start dates for hires and/or the reason for the termination
  - v. A statement of the number of available positions remaining to be filled and the number of Class Members still on the list.
  - vi. If Midwest Canvas has not filled all of the positions specified in this Agreement by the Progress Report date, a statement of the reason this action is not complete and the good faith efforts being taken and planned for the next reporting period to complete it.
  - vii. If Midwest Canvas fails to meet its hiring obligations under this Agreement by the close of the Monitoring Period, OFCCP reserves its rights under Section II, Paragraphs 10 and 11 of this Agreement to extend the monitoring period or to pursue enforcement remedies.

- 4. Reporting on Modifications to Employment Practices.** If it becomes a federal contractor during the term of this agreement, in each Progress Report Midwest Canvas 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. The reports must include:

  - i. Documentation of the implementation of and modifications to the Revised Hiring Process described in Section VI, Paragraph 2.
  - ii. Documentation of the training on the Revised Hiring Process and equal employment opportunity obligations described in Section VI, Paragraph 3. The documentation must include the name and job title of each employee attending the training discussed in Section VI, Paragraph 3a, and the date of the training.
- 5. Reporting Pursuant to Technical Violations and Remedies.** Unless otherwise stated and if it becomes a federal contractor during the term of this agreement, Midwest Canvas will report on the following in each Progress Report:

  - i. Pursuant to Violations No. 1, 7, and 10: Documentation that Midwest Canvas stated, in all solicitations and job advertisements for employees placed by or on behalf of Midwest Canvas, that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability, or protected veteran status.
  - ii. Pursuant to Violation 2:

    1. Documentation demonstrating that Midwest Canvas is maintaining records associated with each step of the application and hiring process, including but not limited to applicant tracking information, applicant logs, dates and dispositions of each screening device, offers of employment, and dates of hire.
    2. A copy of the termination log documenting all terminations in job group 8 Laborers and Helpers during the Progress Reporting period, including but not limited to the following information:

      - a. Name
      - b. Job title
      - c. Race
      - d. Date of hire
      - e. Date of termination
      - f. Specific reason for termination

- g. Phone number
    - h. Email address
  - 3. Job group representation for employees in job group 8 Laborers and Helpers as of the start of the Progress Report period (i.e., total incumbents, total minority incumbents, and total female incumbents).
- iii. Pursuant to Violation 3: Documentation that Midwest Canvas has developed and implemented an audit and reporting system that periodically measures the effectiveness of its total affirmative action program. This documentation will include:
- 1. Documentation verifying that Midwest Canvas monitored records of all personnel activity, including referrals, placements, transfers, promotions, terminations, and compensation at all levels to ensure the nondiscriminatory policy is carried out.
  - 2. Documentation of internal reporting on a scheduled basis as to the degree to which equal employment opportunity and organizational objectives are attained.
  - 3. Documentation that report results have been reviewed with all levels of management.
  - 4. Documentation that top management has been advised of program effectiveness, and that recommendations to improve unsatisfactory performance have been submitted to top management.
- iv. Pursuant to Violations No. 4 and 5:
- 1. The total number of applicants and hires and the breakdown by race and gender for the Laborer position during the Reporting Period.
  - 2. For Laborer positions, the results of Midwest Canvas' analysis as to whether its total selection process has adverse impact, as defined in 41 CFR § 60-3.4(D), on those members of groups set forth in 41 CFR § 60-3.4(B). For purposes of the adverse impact analysis for the Laborer jobs only, Midwest Canvas will not include hires made of Class Members pursuant to this Agreement in that analysis. Midwest Canvas must combine the data for the current report with the data from the previous report(s), where applicable, to analyze at least a 12 month period.
  - 3. For each case in which the total selection process has an adverse impact, as defined in 41 CFR § 60-3.4(D), the results of Midwest

Canvas' evaluation of the individual components of the selection process for adverse impact.

4. The actions taken by Midwest Canvas upon determining that any component of the selection process has an adverse impact on members of groups set forth in subparagraphs 1 and/or 2 above.

v. Pursuant to Violation 6:

1. For each Progress Report, documentation that Midwest Canvas listed all employment openings at the Chicago, IL facility with the appropriate Employment Service Delivery System (ESDS), as required by 41 CFR § 60-300.5(a)2-6.
2. For each Progress Report, a list, preferably in MS Excel format, of all job titles in which hiring occurred at the Chicago, IL facility during the progress reporting period. This list must include the hire date for each hired applicant.
3. For Progress Report 1 only, documentation that Midwest Canvas advised the ESDS, with its initial listing and as subsequently needed to update the information, that it is a federal contractor that desires priority referrals of protected veterans for job openings at all locations within the state of Illinois.
4. For Progress Report 1 only, documentation that Midwest Canvas provided the ESDS with the name and address of each of its hiring locations within the state and the contact information for the contractor official responsible for hiring at each location.

vi. Pursuant to Violation 8:

1. A statement that Midwest Canvas has invited its applicants for employment to voluntarily self-identify as a protected veteran at both the pre-offer and post-offer stages of the application and hiring process.
2. A blank copy of the form used during the relevant Progress Report period inviting applicants for employment to voluntarily self-identify as a protected veteran.

vii. Pursuant to Violations No. 9 and 12:

1. Documentation of Midwest Canvas' outreach and positive recruitment activities taken on behalf of qualified individuals with a disability and protected veterans, including evidence of job vacancy

announcements sent to, and communication with, at least the organizations listed in Attachments D and E.

2. Results of Midwest Canvas' evaluation of the effectiveness of its outreach and recruitment efforts that were intended to identify and recruit qualified individuals with a disability and protected veterans, as required by 41 CFR § 60-300.44(f)(3) and 41 CFR § 60-741.44(f)(3).

viii. Pursuant to Violation 11:

1. Documentation that Midwest Canvas has invited its applicants for employment to voluntarily self-identify as an individual with a disability at both the pre-offer and post-offer stages of the application and hiring process using the current OMB-approved form.
  2. Documentation that Midwest Canvas has invited each of its employees to voluntarily self-identify as an individual with a disability using the current OMB-approved form. This invitation will include a reminder to employees that they may voluntarily update their disability-related self-identification information at any time.
6. **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 Midwest Canvas' final progress report as set forth in Part II, Paragraph 10 above. If OFCCP fails to notify Midwest Canvas in writing within sixty (60) days of the date of the final progress report that Midwest Canvas 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 Midwest Canvas within the allotted time that it has not fulfilled all of its obligations, this Agreement is automatically extended until the date that OFCCP determines Midwest Canvas has met all of its obligations under the Agreement.

## **IX. SIGNATURES**

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

This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and Midwest Canvas Corporation, 4635 W. Lake Street, Chicago, IL 60644.

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

Barry Handwerker  
President  
Midwest Canvas Corporation  
Chicago, IL 60644-2708

DATE: 9/13/2022  
**CARMEN NAVARRO**   
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Date: 2022.09.15  
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CARMEN NAVARRO  
Regional Director  
OFCCP, Midwest Region

DATE: 9/15/22

### Attachments:

- A. Preliminary Affected Applicants List
- B. Timeline
- C. Notice Documents
- D. Veterans Linkage Resources
- E. Disability Linkage Resources

**ATTACHMENT A**  
**PRELIMINARY AFFECTED APPLICANTS LIST**

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**ATTACHMENT B**  
**TIMELINE**

<b>Company Name: Midwest Canvas Corporation</b> <b>Effective Date of Conciliation Agreement: September 15, 2022</b>		
<b>Estimated Due Date</b>	<b># of Days</b>	<b>Action Required</b>
September 30, 2022	15	Midwest Canvas provides OFCCP with documentation regarding the settlement fund account.
September 20, 2022	5	OFCCP shall provide Midwest Canvas with contact information in its possession or its authority to obtain on the Affected Applicants
October 30, 2022	45	Within 45 calendar days of the Effective Date in instances where a mailing address for an Affected Applicant in Attachment A is not available, the Claims Administrator will conduct a skip trace search for updated information and make at least three attempts to contact the Affected Applicants by phone and by email. Midwest Canvas will submit to OFCCP an updated Affected Applicant List to identify duplicate entries and additional contact information. Midwest Canvas will also report the efforts used to contact Affected Applicants, including the skip trace search vendor used, phone number used, date, time and method (phone/email) of the contact attempts, and the results of the skip trace and contact attempts.
November 9, 2022	55	OFCCP will provide Midwest Canvas a Final Affected Applicants List and the Claims Administrator will mail and email Notice Documents to Affected Applicants.
Biweekly beginning November 23, 2022		On a bi-weekly basis, Midwest Canvas will notify OFCCP of all letters and emails returned as undeliverable, the results of attempts to obtain updated information for each Affected Applicant, and the date Notice Documents were re-mailed/mailed.
Date contingent on Midwest Canvas becoming a federal contractor per VI.1 of Agreement	60	Within 60 calendar days of the Effective Date, Midwest Canvas will revise, in writing, the practices, policies, and procedures it uses to select applicants for Laborer positions.
November 29, 2022	75	Midwest Canvas will provide OFCCP the names of Affected Applicants who did not respond to the Notice Documents, or who failed to return both forms or to sign a form as required.
December 9, 2022	85	Parties will meet and confer within 10 calendar days to assess the results of the initial Notice Document mailing and to ensure that the second round of Notice Document mailing maximizes the potential response rate.

Date contingent on Midwest Canvas becoming a federal contractor per VI.1 of Agreement	90	Within 90 calendar days of the Effective Date, Midwest Canvas will fully implement the Revised Hiring Process and will train all individuals involved in any way in recruiting, selecting, or tracking applicants for Laborer positions at Midwest Canvas on the Revised Hiring Process and OFCCP's recordkeeping obligations.
December 19, 2022	95	Midwest Canvas will send a second mail notice to Affected Applicants with valid addresses who failed to respond to the first mail notice.
January 18, 2023	125	Response deadline: Affected Applicants must respond within 125 calendar days from the Effective Date to participate in the settlement.
February 2, 2023	140	Midwest Canvas will provide OFCCP with the list of Affected Applicants who timely responded to notices in accordance with the Agreement, along with copies of Information Verification and Release of Claims forms.
February 17, 2023	155	OFCCP will approve the Final List of Class Members and distribution amounts.
March 4, 2023	170	Midwest Canvas will disburse the settlement fund.
April 3, 2023	200	Midwest Canvas will provide OFCCP bank verification of payments made to Class Members.
Varies	7	Midwest Canvas will notify OFCCP within 7 calendar days of checks that were returned as undeliverable.
Varies	15	OFCCP will provide alternate addresses to Midwest Canvas within 15 calendar days.
Varies	5	Midwest Canvas will mail checks with new addresses provided by OFCCP within 5 calendar days.
August 31, 2023	350	First Check Deadline: Class Members must cash checks within 180 calendar days after the date the check was mailed. Any uncashed checks are void, and the funds will go back into the settlement fund.
September 15, 2023	365	Midwest Canvas will make second distribution of checks 15 calendar days after initial checks are voided.
October 30, 2023	410	The first Progress Report is due to OFCCP.
December 14, 2023	455	Second Disbursement Check Deadline. Class Members must cash checks within 45 calendar days after the date the check was mailed. Any uncashed checks are void, and the funds will go back into the settlement fund.

December 29, 2023	470	Midwest Canvas will deposit the monies in the name of any Eligible Class Member who did not cash his/her/their check with the Illinois State Treasurer's Unclaimed Property Division in accordance with any and all state and local applicable laws and regulations ( <a href="https://icash.illinoistreasurer.gov/app/submit-a-report">https://icash.illinoistreasurer.gov/app/submit-a-report</a> ).
October 29, 2024	775	The second Progress Report is due to OFCCP.

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## ATTACHMENT C

### **NOTICE TO AFFECTED APPLICANTS**

Dear [name]:

Midwest Canvas Corporation (“Midwest Canvas”) and the U.S. 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”), as amended, Section 503 of the Rehabilitation Act (“Section 503”), as amended, and the Vietnam Era Veterans’ Readjustment Assistance Act (“VEVRAA”), as amended, that OFCCP found during a compliance review of Midwest Canvas’s Chicago, Illinois facility located at 4635 W. Lake Street, Chicago, IL 60644. OFCCP’s analysis showed statistically significant disparities in the hiring rates of Black, Asian, and White applicants for the Laborer position during the period March 30, 2018 through September 30, 2019. Midwest Canvas has not admitted to any violation of E.O. 11246, Section 503, or VEVRAA, and there has not been any adjudicated finding that Midwest Canvas violated any laws. OFCCP and Midwest Canvas entered into the Agreement to resolve the matter without resorting to further legal proceedings. Additional information on the agreement and a link to the Conciliation Agreement can be found on OFCCP’s website at [www.dol.gov/agencies/ofccp/classmembers](http://www.dol.gov/agencies/ofccp/classmembers).

You have been identified as an individual who applied for a Laborer position during that time period, but was not hired. As part of this Agreement, you are eligible to receive a distribution of at least \$[XXX] less lawful payroll deductions. Under the terms of this Agreement it may take up to six 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 **both** the enclosed Information Verification Form and Release of Claims Form. You may use the enclosed postage-paid return envelope to return the Information Verification Form and Release of Claims Form. You may also submit these forms via email to the Settlement Administrator at the email address listed below. It is acceptable to submit PDF files or pictures of the fully completed and signed forms via email. The forms should be submitted as soon as possible to the Settlement Administrator.

Settlement Administrator  
OFCCP-Midwest Canvas Corporation  
[Name]  
[Position]  
[Address]  
[Email Address]

**In order for you to be eligible to participate in the settlement, both the Information Verification Form and Release of Claims Form must be received by [insert specific date].**

In addition to the monetary distribution, Midwest Canvas will be making job offers for Laborer 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 Midwest Canvas, please check the appropriate box on the enclosed Information Verification Form. Those receiving this

notice will be considered for Laborer positions in the order that Midwest Canvas receives the Information Verification Form expressing an interest in employment. If you have any questions you may call [name] at Midwest Canvas at [phone number], or email OFCCP Compliance Officer [name] at [email address]. Your message will be returned as soon as possible.

**IF YOU FAIL TO COMPLETE AND RETURN THE ENCLOSED DOCUMENTS TO  
MIDWEST CANVAS BY *[insert specific date]*, YOU WILL NOT BE ELIGIBLE TO  
RECEIVE A PAYMENT OR TO BE CONSIDERED FOR A JOB OFFER.**

Sincerely,

*[Name]*

Enclosures

Information Verification Form  
Release of Claims Form

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## INFORMATION VERIFICATION 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 Midwest Canvas and the U.S. Department of Labor’s Office of Federal Contract Compliance Programs. Please print legibly, except for the signature.**

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

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

Any other names you have used: \_\_\_\_\_

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

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

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

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

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

Notify Midwest Canvas at the address below if your address, email address or phone number changes within the next twelve months.

Settlement Administrator  
OFCCP-Midwest Canvas Corporation  
[Name]  
[Position]  
[Address]  
[Email 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.*

Please indicate below whether you are currently interested in employment in a Laborer position with Midwest Canvas. If you complete, sign, and return this Information Verification 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 Midwest Canvas in a Laborer position.  
[ ] No, I am not currently interested in employment with Midwest Canvas in a Laborer position.

**IF YOU FAIL TO COMPLETE AND RETURN THE ENCLOSED DOCUMENTS TO THE ADDRESS BELOW BY *[insert specific date]*, YOU WILL NOT BE ELIGIBLE TO RECEIVE A PAYMENT OR TO BE CONSIDERED FOR A JOB OFFER.**

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

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Signature

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Date

## **RELEASE OF CLAIMS UNDER EXECUTIVE ORDER 11246**

This Release of Claims (“Release”) under Executive Order 11246, is a legal document. This document states that in return for Midwest Canvas Corporation (“Midwest Canvas”) paying you money, you agree that you will not file any lawsuit against Midwest Canvas for allegedly violating Executive Order 11246, as amended, in connection with its selection procedures for applicants for Laborer positions. It also says that Midwest Canvas 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 the payment of at least \$[XXX] (less deductions required by law) by Midwest Canvas to me, which I agree is acceptable, I agree to the following:

### **I.**

I hereby waive, release and forever discharge Midwest Canvas, its predecessors, successors, related entities, parents, subsidiaries, affiliates and organizations, and its and their shareholders, directors, officers, employees, agents, successors, and assigns, of and from any and all actions, causes of action, damages, liabilities, and claims arising out of or actionable under Executive Order 11246, as amended, which I or my representatives (heirs, executors, administrators, or assigns) have or may have had which relate to the selection of applicants for the Laborer position at Midwest Canvas on the basis of my race at any time through the effective date of 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, as amended, relating to my non-selection with Midwest Canvas through the Effective Date of this Release.

### **II.**

I understand that Midwest Canvas denies that it treated me unlawfully or unfairly in any way and that Midwest Canvas 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 hiring and to resolve the matter without further legal proceedings in the compliance review initiated by OFCCP on March 30, 2020. I further agree that the payment of the aforesaid sum by Midwest Canvas to me is not to be construed as an admission of any liability by Midwest Canvas.

### **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

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Notice to Affected Applicants, by the deadline listed on the Notice, I will not be entitled to receive any payment (less deductions required by law) from Midwest Canvas.

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

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Printed Name

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Signature

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Date

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## **Attachment D: Veteran Linkage Resources**

Catholic Charities Veterans Employment Program

Bernie Gresham, Job Developer

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

Inner Voice, Inc. – Homeless Veterans Reintegration Program

Pia Kanov, Director of Veteran Services

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

Veterans Path to Hope

Robert Hutchinson, Employment Specialist

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

National Able Network

Bridget D. Altenburg, President and CEO

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

The Chicago Lighthouse

Martha Younger-White, Senior Vice President, Employment & Rehabilitation Services

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

U.S. Department of Labor, Veterans' Employment and Training Service (DOL VETS), Office of Strategic Outreach

Betty Hart

Regional Veterans' Employment Coordinator

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

America Works of Illinois, Inc.

Jeremy Miller, Business Representative

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

## **Attachment E: Disability Linkage Resources**

ADA25 Advancing Leadership

Emily Blum, Executive Director

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

Chicago Lighthouse

Martha Younger-White, Sr. Vice President

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

JCFS

Leslie Glazer Business Services Rep.

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

Thresholds

George Terzakis, Employment Coordinator

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

National Able Network

Bridget Altenburg President & CEO

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

Little City Foundation

Casey B. Burke, Director of Employment

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

State of Illinois, Department of Human Services (IDHS)

Biswa Phuyal, Business Services Consultant Greater Chicago Area

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

Sertoma Center

Dana McForlin-Lloyd Director of Employment Services

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

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