

**Conciliation Agreement
Between the
U.S. Department of Labor Office of Federal Contract Compliance Programs
and
Goodwill of Greater Washington**

I. Preliminary Statement

The Office of Federal Contract Compliance Programs (OFCCP) initiated a complaint investigation of the Goodwill of Greater Washington (Goodwill) establishment located at 1140 3rd Street NE, Suite 350, Washington, DC 20002, beginning on September 29, 2022. OFCCP found that Goodwill failed to comply with Executive Order 11246, as amended (E.O. 11246 or the Executive Order) and its respective implementing regulations at 41 C.F.R. Part 60-1.

In the interest of resolving the violations without engaging in further legal proceedings and in exchange for sufficient and valuable consideration described in this document, OFCCP and Goodwill 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 Goodwill'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 alleged violations. However, OFCCP retains the right to initiate legal proceedings to enforce this Agreement if Goodwill 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 Goodwill'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. Goodwill 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 Goodwill 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. Goodwill 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. Goodwill 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 (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 Goodwill submits its final progress report required in Part VIII below, unless OFCCP notifies Goodwill in writing before the expiration date that Goodwill 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 that Goodwill has met all of its obligations under the Agreement.
11. If Goodwill violates this Agreement:
 - a. The procedures at 41 C.F.R. 60-1.34 will govern:
 - i. OFCCP will send Goodwill a written notice stating the alleged violations and summarizing any supporting evidence.
 - ii. Goodwill 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 Goodwill is unable to demonstrate that it has not violated the Agreement, or if OFCCP's alleges irreparable injury, OFCCP may initiate enforcement proceedings immediately without issuing a show cause notice or proceeding through any other requirement.

- iv. In the event of a breach of this Agreement by Goodwill, 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. Goodwill 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. Goodwill denies any violation of the Executive Order, Section 503, or VEVRAA and there has not 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 OFCCP.
- 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. Alleged Discrimination Violation

Violation: OFCCP found that Goodwill is not in compliance with 41 C.F.R. § 60-1.4(a)(3) in its decision to terminate the complainant identified in Attachment A (Complainant) for allegedly disclosing the pay of another employee.

IV. Financial Remedy

- 1. **Settlement Amount.** Goodwill agrees to pay the Complainant the amount of \$29,735.18, to resolve the specific violation set forth above. The total settlement amount includes \$28,091.18 in backpay and \$1,644.00 in interest.

2. Allocation

- a. **Total Amount to be Allocated.** The back pay and interest amounts will be distributed to the Complainant as explained in this Section. The amount distributed will include deductions for the Complainant'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 or local insurance premiums or taxes.
- b. **Complainant's Eligibility to Receive Payments.** The settlement will be distributed to the Complainant if she timely responds to the Notice Process as explained below.
- c. **Payment to Complainant.** Goodwill will issue a check or make an electronic payment to the Complainant 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 the payment made and any payments returned undelivered, or any checks not cashed, as set forth on the Timeline. A check that remains uncashed 180 days after the initial date the check was mailed to the Complainant will be void.
- d. **Tax Payments, Forms and Reporting.** Goodwill will pay Goodwill's share of social security withholdings, and any other tax payments required by law from additional funds separate from the Settlement Fund. Goodwill shall mail to the Complainant 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 Complainant either at the time of payment, electronically or with the settlement check, or at the end of the year, as required by the IRS. The Complainant will not be required to complete a W-4 or W-9 in order to receive a payment under this settlement.

3. Notice Process

- a. **OFCCP and Goodwill Obligations under the Notice Process.** The Notice Process set forth in this Agreement is intended to provide the Complainant a meaningful opportunity to understand her rights and obligations and act on them in a timely manner.
- b. **Notice Documents.** Goodwill will distribute the Notice Documents to the Complainant identified in Attachment A consistent with the sample Notice Documents contained in Attachment C. The Notice Documents may include a Notice and Release of Claims. The Notice Documents may also include other materials such as standard OFCCP or U.S. Department of Labor materials, instructions or a cover sheet, or other information that better enables the Complainant to understand her rights and obligations and act on them in a timely manner. The Notice Documents will make clear the information about the settlement is being provided 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 sample Notice Documents or additions to the material distributed by Goodwill, if proposed by either party.

- c. **Timeline.** Attachment B sets forth the agreed Timeline for Notice 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. **Distribution of Mail Notice to Complainant.** Goodwill will provide initial notice by regular first-class mail. Goodwill will send copies of all the Notice Documents as defined above, including a postage-paid return envelope, by first class mail to the best available mailing address for the Complainant, by the date set forth in the Timeline. If the envelope from the initial mail notice is returned with a forwarding address, Goodwill will re-mail the Notice Documents within five (5) days of receipt of the forwarding address. A second mail notice will be sent to the Complainant if she fails to respond to the first mail notice unless the parties agree otherwise.
- e. **Distribution of Notice by Other Means.** Goodwill shall work with OFCCP to develop a recommended plan for Notice by other means in addition to first class mail.
- f. **Notice Deadline.** The final deadline for the Complainant 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.
- g. **Exchange of Information Regarding Complainant.** Goodwill and OFCCP will timely exchange information regarding the Complainant, including updated contact information and the results of any technical assistance provided.
- h. **Documentation of Payments.** By the deadline set forth in the Timeline, Goodwill will provide OFCCP with a copy of the cancelled check or electronic documentation of the payment to the Complainant, including the amount paid, the date payment was sent, the date payment was received, or the check cashed, and any uncashed or returned check.
- i. **Goodwill's Expenses.** Goodwill 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. **Personnel File.** Goodwill shall remove all references, if any, to any charge or allegation of discrimination against Goodwill and this complaint from the Complainant's personnel file. Goodwill will remove all references, if any, to any discipline or termination from the Complainant's personnel file. The reason for the Complainant's separation from Goodwill will be listed as a voluntary separation. Goodwill may not disclose any information or refer to any charge of discrimination or this complaint in responding to requests for information about the Complainant. When fielding inquiries about the Complainant, Goodwill shall provide neutral job references consisting of employment dates and positions held and shall not discuss the reasons for the Complainant's job separation.

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

1. Workplace Environment

- a. Within sixty (60) calendar days of the Effective Date of this Agreement, Goodwill will conduct an internal review to evaluate whether it has written policies or confidentiality agreements that prohibit or tend to restrict employees or applicants from discussing or disclosing their compensation or the compensation of others consistent with applicable law. If Goodwill finds that it has written policies and/or confidentiality agreements that prohibit or tend to restrict employees or applicants from discussing or disclosing their compensation or the compensation of others consistent with applicable law, Goodwill will revise the written policies and/or confidentiality agreements consistent with applicable law, disseminate any revised written policies to all employees, and issue revised written agreements to any affected employees, as applicable. Goodwill will include any revised written policies in all employee manuals and/or handbooks.
- b. Goodwill will send an all-employee email notifying employees that Goodwill does not have a policy prohibiting employees from sharing their compensation information or the compensation information of others unless they learned such information as part of their essential job functions. In addition, Goodwill will discuss the Pay Transparency Nondiscrimination Provision in employee meeting(s).

2. Training

- a. Within ninety (90) calendar days of the Effective Date of this Agreement, Goodwill will train all employees involved in employee compensation decisions, and all individuals with supervisory or management status of Goodwill's non-discriminatory obligations for individuals who inquire about, discuss, or disclose their compensation or the compensation of another employee or applicant consistent with applicable law. OFCCP, upon request from Goodwill, will provide training and/or compliance assistance to Goodwill on its obligations under 41 C.F.R. § 60-1.4(a)(3).

VII. Enhanced Compliance Provisions

1. To proactively facilitate compliance with Executive Order 11246, Goodwill will take the steps described below:
 - a. Within 60 calendar days of the Effective Date of this Agreement, Goodwill will identify a manager to evaluate and, if necessary, revise Goodwill's internal complaint/grievance investigation policies and procedures as well as its termination policies and procedures and develop a written process to promote uniformity in the implementation of these policies and procedures.
 - b. Within 90 calendar days of the Effective Date of this Agreement, Goodwill will implement revised policies and procedures for its internal investigative process and termination process.
 - c. Within 120 calendar days of the Effective Date of this Agreement, Goodwill will train all employees involved in its internal complaint investigation process and its termination process on its revised policies and procedures with a focus on ensuring uniformity in the application of these policies and procedures.

VIII. OFCCP Monitoring Period

1. **Recordkeeping.** Goodwill agrees to retain all records relevant to the alleged violation cited in Section III above and the reports submitted in compliance with Paragraph 2, below. These records include underlying data and information such as Human Resources Information Systems (HRIS) and payroll data, job applications and personnel records, and any other records or data used to generate the required reports. Goodwill will retain the records until this Agreement expires or for the time period consistent with regulatory requirements, which is later.
2. **Contractor Reports.**
 - a. **Schedule and Instructions.** Goodwill agrees to furnish the OFCCP with two reports during the Monitoring Period according to the following schedule:
Progress Report 1: Due on June 30, 2023; Progress Report 2: Due on December 31, 2023.

Progress Report 1 will include the following:

1. A copy of the Notice to Complainant sent to the Complainant identified in Attachment A.
2. A copy of the Claim Form and Release of Claims under Executive Order 11246 returned by the Complainant identified in Attachment A.

3. Documentation of the monetary payment to the Complainant.
4. A copy of the Complainant's personnel file reflecting the changes specified in Part V of this Agreement.

Progress Report 2 will be due on December 31, 2023, and will include the following:

1. Documentation to confirm any/all improved guidelines for its pay transparency practices consistent with applicable law as specified in Part VI of this Agreement, including documentation that Goodwill included the new guidelines in all employee manuals and/or handbooks.
2. Documentation to confirm the dissemination of any/all improved guidelines on Goodwill's pay transparency practices as specified in Part VI of this Agreement.
3. Copies of emails sent to employees and documentation of employee meeting(s) as specified in Part VI of this Agreement. Documentation of the employee meeting(s) must include but is not limited to:
 - a. Date, time, and place of the meeting(s);
 - b. A sign-in sheet listing the name and job title of each attendee; and
 - c. A written summary of the information discussed and/or copies of the training and presentation materials.
4. Documentation of training for all employees involved in compensation decisions and all employees who hold supervisory status, on Goodwill's non-discrimination obligations for employees and applicants who inquire about, discuss, or disclose compensation. This documentation will include:
 - a. Date, time, and place of training;
 - b. Name and job title of each trainer;
 - c. A sign-in sheet listing the name and job title of each attendee; and
 - d. Copies of the training and presentation materials.
5. Copies of any revised policies and procedures related to Goodwill's internal complaint/grievance investigation process and Goodwill's termination process.

6. Documentation of training for employees involved in its internal complaint investigation process and its termination process on its revised policies and procedures with a focus on ensuring uniformity in the application of these policies and procedures.

Goodwill will submit its report to District Director, Queena Villere, at (b) (6), (b) (7)(C)@dol.gov. Goodwill 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 Goodwill provides in accordance with this Agreement are customarily kept private or closely held, and Goodwill believes should remain confidential under Exemption 4 of FOIA in the event of a FOIA request, Goodwill 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 maximum extent permitted by law.

- 1) **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 Goodwill's final progress report as set forth in Part II, Paragraph 10. If OFCCP failed to notify Goodwill in writing within sixty (60) days of the date of the final progress report that Goodwill 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 Goodwill within the allotted time that it has not fulfilled all of its obligations, this Agreement is automatically extended until the date that OFCCP determines Goodwill has met all of all of its obligations under the Agreement.

IX. Signatures

Goodwill warrants that the person signing this Agreement on behalf of Goodwill is fully authorized to do so, that Goodwill has entered into this Agreement with full knowledge of its effect, and that execution of this Agreement is fully binding on Goodwill.

This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and Goodwill of Greater Washington, 1140 3rd Street NE, Suite 350, Washington, DC 20002.

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

Catherine Meloy
President & CEO
Goodwill of Greater Washington
Washington, DC 20002

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

Samuel B. Maiden
Regional Director
OFCCP
Mid-Atlantic Region

03/14/2023

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

Compliance Officer
OFCCP
Arlington District Office

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

Queena Villere
District Director
OFCCP
Arlington District Office

Attachments:

- A. Complainant
- B. Timeline
- C. Notice Documents

ATTACHMENT A
COMPLAINANT

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

**ATTACHMENT B
TIMELINE**

ACTIVITY	DATE
Goodwill mails/emails Notice Documents	March 15, 2023
Deadline for Complainant to Reply to Notice	April 14, 2023
Goodwill Notifies OFCCP if Complainant failed to respond to Notice	April 21, 2023
If necessary, OFCCP provides Goodwill with updated contact information for Complainant	April 27, 2023
If necessary, Goodwill mails/emails Notice Documents (Second Mailing)	May 2, 2023
Deadline for Complainant to Reply to Second Notice (if applicable)	June 1, 2023
Goodwill mails/electronically deposits back-pay and interest check/amount	Within fifteen (15) days of receipt of the signed Release of Claims
Progress Report 1 Due	June 30, 2023
Progress Report 2 Due	December 31, 2023