

Conciliation Agreement
Between the
U.S. Department of Labor Office of Federal Contract Compliance Programs
and
DuPont Specialty Products USA, LLC
5401 Jefferson Davis Highway
Richmond, VA 23234

PART I. PRELIMINARY STATEMENT

The Office of Federal Contract Compliance Programs ("OFCCP") is currently evaluating the following: DuPont Specialty Products USA, LLC (formerly known as DuPont Spruance Plant) ("DuPont") located at 5401 Jefferson Davis Highway, Richmond, Virginia 23234 ("Spruance Establishment") and is alleging that DuPont was not in compliance with Executive Order 11246, as amended ("E.O. 11246" or "Executive Order"), and its implementing regulations at 41 Code of Federal Regulations (CFR) Parts 60-1 to 60-3. 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 DuPont enter into this Conciliation Agreement ("Agreement"), and the parties agree to all the terms therein. The attachments to this Agreement are deemed incorporated into this Agreement.

PART II. GENERAL TERMS AND CONDITIONS

1. In exchange for DuPont's fulfillment of all obligations in Parts III and IV of the Agreement, OFCCP agrees not to institute administrative or judicial enforcement proceedings under E.O. 11246, based on the violations described in more detail in Part III below. However, OFCCP has the right to initiate legal proceedings to enforce the Agreement itself or to correct and obtain relief for the violations described in Part III if DuPont violates this Agreement. Nothing in this Agreement precludes OFCCP from initiating enforcement proceedings based on future compliance evaluations or complaint investigations, including during the 5-year exemption period if OFCCP deems that DuPont is in breach of the Agreement. In exchange for DuPont's fulfillment of all obligations in Parts III and IV of the Agreement, OFCCP further agrees not to initiate any new audits at the locations listed in Attachment D until at least 60 days after DuPont submits the final progress report described in Part V of this Agreement and the OFCCP confirms to DuPont that it has fully complied with the terms of this Agreement.
2. DuPont agrees that OFCCP may review its compliance with this Agreement. As part of such review, OFCCP may require written reports, inspect the premises, interview witnesses, and examine and copy documents as may be relevant to the matter under investigation and pertinent to DuPont's compliance. DuPont will permit access to its premises during normal business hours for these purposes and will provide OFCCP with all reports and documents.
3. This Agreement does not constitute an admission by DuPont of any violation of or noncompliance with any laws or of any other wrongdoing whatsoever, including but not limited to any violation of E.O. 11246; Section 503 of the Rehabilitation Act of 1973, as

amended ("Section 503"); the Vietnam Era Veterans' Readjustment Assistance Act of 1974 ("VEVRAA"); and their implementing regulations at 41 CFR Chapter 60, or other laws, nor has there been an adjudicated finding that DuPont violated any laws.

4. DuPont understands that nothing in this Agreement relieves DuPont of its obligation to fully comply with the requirements of E.O. 11246, Section 503, VEVRAA, their implementing regulations, and other applicable equal employment laws.
5. DuPont promises not to harass, intimidate, threaten, discriminate against, or otherwise retaliate against any individual because the individual benefits from this Agreement, or files a complaint or participates in any investigation or proceeding under E.O. 11246, Section 503, and/or VEVRAA, or engages in any activity listed at 41 CFR § 60-1.32(a).
6. OFCCP and DuPont ("the parties") understand the terms of this Agreement and enter into it voluntarily.
7. This document and its attachments contain the complete and final understanding of the parties with respect to the matters referenced therein. This Agreement contains all the terms by which the parties are bound and it supersedes all prior written or oral negotiations and agreements. There will be no modifications or amendments to this Agreement unless they are in writing and signed by all parties.
8. If one or more provisions of this Agreement are rendered unlawful or unenforceable, the remaining provisions will remain in full force and effect.
9. This Agreement becomes effective on the day it is signed by the Regional Director of the Mid-Atlantic Region (the "Effective Date").
10. This Agreement will expire sixty (60) days after DuPont submits the final progress report required in Part V below, unless OFCCP notifies DuPont in writing prior to the expiration date that DuPont has not fulfilled all of its obligations under the Agreement, in which case the Agreement is automatically extended until the date OFCCP determines DuPont has met all of its obligations under the Agreement.
11. Each party shall bear its own fees and expenses with respect to this matter.
12. If DuPont violates the Conciliation Agreement,
 - A. The procedures set forth at 41 CFR § 60-1.34 will govern:
 - 1) If OFCCP believes that DuPont violated any term of the Agreement while it was in effect, OFCCP will send DuPont a written notice stating the alleged violations and summarizing any supporting evidence.
 - 2) DuPont will have 15 days from receipt of such notice to demonstrate in writing that it has not violated the Conciliation Agreement, unless such a delay would result in irreparable injury to the employment rights of affected employees or applicants.

- 3) If DuPont 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 for those establishments with an open review at the time of this agreement and seek a full make-whole remedy for victims.
 - 4) OFCCP may seek enforcement of this Agreement itself and is not required to present proof of any underlying violations resolved by this Agreement.
- B. DuPont may be subject to the sanctions set forth in Section 209 of the Executive Order, and/or other appropriate relief for violation of this Agreement.
13. 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, and cannot be used as evidence that DuPont is not in violation of any applicable federal, state, or local laws, including but not limited to E.O. 11246, Section 503, VEVRAA, Title VII of the Civil Rights Act of 1964, and the Americans with Disabilities Act.
 14. 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.
 15. All references to “days” in this Agreement 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.

PART III. SPECIAL TERMS AND CONDITIONS

1. DuPont agrees to cease and desist use of any selection procedures, including but not limited to the Problem Solving assessment, that result in a statistically significant disparity in the rates at which applicants of different races are hired into job titles at each establishment listed in Attachment D. DuPont must examine, monitor, and modify its selection procedures as necessary and validate any hiring test in accordance with the Uniform Guidelines on Employee Selection Procedures (UGSEP). DuPont will also ensure its managers properly document the results of hiring decisions made pursuant to the revised hiring policies and procedures, and properly maintain all records relating to policies and procedures. If similar violations are identified, DuPont agrees to implement corrective actions at all, or a negotiated subset, of its establishments where violations were found, consistent with the remedy provisions of this Agreement.
2. OFCCP will not schedule any of DuPont’s establishments listed in Attachment D for a compliance evaluation for a five-year period from the effective date of this Early Resolution Compliance Agreement (“ERCA”).

3. The five-year scheduling exemption is limited to regularly scheduled compliance evaluations, and OFCCP retains the right to investigate complaints of discrimination at establishments covered by the ERCA under E.O. 11246, Section 503, and VEVRAA.
4. If DuPont violates the terms of the ERCA, OFCCP reserves the right to bring an enforcement action per the terms of 41 CFR § 60-1.34 and the five-year scheduling exemption will be void.
5. If during the five-year period, OFCCP schedules a different establishment of DuPont for a compliance evaluation not covered by this ERCA, OFCCP will conduct the compliance evaluation consistent with its normal policies and procedures.
6. This Agreement will not relieve DuPont from its annual ongoing OFCCP requirements of equal employment opportunity through affirmative action and non-discrimination across its entire workforce, including monitoring an up-to-date AAP.
7. During the 5 year term of this Agreement, the following shall apply to the establishments listed in Attachment D:
 - a. If DuPont closes the establishment or a portion of the business located in the establishment, then the closed establishment or business, as the case may be, will no longer be a part of the ERCA.
 - b. If DuPont transfers a business to another one of its establishments, then the transferred business will not remain a part of the ERCA.
 - c. If DuPont divests, sells, or spins-off to a third party or otherwise no longer controls the establishment or a portion of the business located at the establishment, then such establishment or business, as the case may be, will no longer be a part of the ERCA.

PART IV. VIOLATIONS AND REMEDIES

1. **ALLEGED VIOLATION:** OFCCP alleges that DuPont failed to afford equal employment opportunity to Black applicants for General Operator positions in violation of 41 CFR § 60-1.4(a)(1) at its Spruance Establishment. Specifically, OFCCP found statistically significant differences in the hiring rates of Black applicants when compared to White applicants, resulting in (b) (7)(E) standard deviations with a shortfall of 15 Black hires. None of DuPont's asserted minimum or preferred qualifications could explain this hiring disparity.

REMEDY: DuPont agrees to cease and desist use of any selection procedures, including but not limited to the Problem Solving assessment, that result in a statistically significant disparity in the rates at which applicants of different races are hired into job titles at each establishment listed in Attachment D. DuPont must examine, monitor, and modify its selection procedures as necessary and validate any hiring test in accordance with the Uniform Guidelines on Employee Selection Procedures (UGSEP) as required by 41 CFR Part 60-3. DuPont will also ensure its managers properly document the results of hiring decisions made

pursuant to the revised hiring policies and procedures, and properly maintain all records relating to policies and procedures as required by 41 CFR § 60-1.12(a).

Monetary Remedy: In addition, DuPont agrees to take the following actions:

- A. Notice: Pursuant to the dates agreed upon in Attachment C (“Timeline”) DuPont Spruance Establishment must notify the Black applicants shown on Attachment A (“Affected Applicants”) of the terms of this Agreement by mailing by certified mail, return receipt requested, to each individual in the affected class the Notice to Affected Applicants (“Notice”), Interest Form, Release of Claims Under Executive Order 11246 (“Release of Claims”) and a postage-paid return envelope. To the extent DuPont learns, during the administration of this settlement, that Attachment A incorrectly includes an applicant who was not eligible for rehire, was subsequently employed by DuPont or who otherwise should not benefit by the Agreement, DuPont and OFCCP will act in good faith to discuss and resolve the issue. The Affected Applicants will have 30 calendar days from the date of DuPont’s mailing to return the completed Interest Form and Release of Claims.

Pursuant to the dates in the Timeline, DuPont will provide OFCCP with a list of the individuals within the affected class who have not yet responded to the Notice and/or have not returned a signed Interest Form and Release of Claims. OFCCP will then attempt to obtain and provide updated addresses to DuPont, pursuant to the dates in the Timeline of receiving the list from DuPont. OFCCP will then approve the final list of Eligible Applicants, and/or discuss with DuPont any issues necessary to finalize the list such as inclusion or exclusion of certain individuals.

DuPont agrees to mail by certified mail, return receipt requested, a second Notice to Affected Applicants (“Second Notice”), Interest Form, Release of Claims Under Executive Order 11246, and a postage-paid return envelope to all individuals for whom updated addresses were obtained, pursuant to the dates in the Timeline days of receiving the updated addresses. Affected Applicant will have 30 calendar days from the date they receive the Second Notice of DuPont’s mailing to return the completed Interest Form and Release of Claims or they will forfeit all consideration for back pay, interest or any other relief/benefit under this Agreement.

- B. Eligibility: All Affected Applicants who properly complete, sign, and return the Interest Form and Release of Claims by the deadline set forth in the notice documents will receive a share of the monetary settlement and, if indicating an interest in employment, will be eligible to be considered for a job pursuant to this Agreement. If an individual does not return via mail (postmarked) the properly completed Interest Form and Release of Claims to DuPont within the prescribed deadline, they will forfeit all consideration for back pay, interest or any other relief/benefit under this Agreement.

By the date indicated in the Timeline, DuPont will provide OFCCP with a list of the Eligible Class Members (individuals who returned the properly completed Interest Form and Release of Claims after receiving the list, OFCCP will approve the final list of

Eligible Class Members by the date indicated in the Timeline or discuss with DuPont any issues necessary to finalize the list, such as inclusion or exclusion of certain individuals.

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

- C. Monetary Settlement: DuPont agrees to distribute \$260,000 (\$ 234, 608.40 in back pay and \$ 25, 391.60 in interest), less legal deductions required by law from back pay only (such as federal, state and/or local taxes and the Eligible Class Members' share of FICA taxes), in equal shares among all Eligible Class Members on the final approved list. DuPont will pay the Internal Revenue Service ("IRS") the employer's share of social security withholdings and will mail each Eligible Class Member an IRS W-2 Form reporting the portion of the payment representing back pay and an IRS Form 1099 for the portion of the payment representing interest. These IRS forms will be mailed at the end of the year. DuPont will disburse the monetary settlement by the date indicated in the Timeline after OFCCP approves the final list of Eligible Class Members.

By the date indicated in the Timeline, upon DuPont's distribution of checks to Eligible Class Members, DuPont will notify OFCCP of any checks that were returned as undeliverable via email sent to Dianna Adams, Assistant District Director, at (b) (6), (b) (7)(C)@dol.gov. OFCCP will attempt to locate the Eligible Class Member and provide DuPont with an alternate address within 10 calendar days. If OFCCP obtains an alternate address, DuPont will re-mail the check, pursuant to the date specified in the Timeline, of receiving an alternate or corrected address. Any check that remains uncashed 120 days after the initial date the check was mailed to the Eligible Class Member will be void. With respect to any uncashed funds, distribution DuPont will make a second distribution to all Eligible Class Members who cashed their first check if the total amount of uncashed and undistributed funds would result in a payment of \$50.00 or more to each of the Eligible Class Members located by the date specified in the timeline. If the total amount of uncashed or undistributed funds would result in a payment of less than \$50.00 to each located Eligible Class Member, DuPont will use those uncashed and undistributed funds to provide training and equal employment opportunity to its personnel.

- D. Employment: As General Operator positions at the Spruance Establishment become available, DuPont will consider qualified Eligible Class Members from Attachment A not currently employed by DuPont who express interest in employment with DuPont until 15 Eligible Class Members are hired as General Operators or the list of such Eligible Class Members expressing interest in employment as General Operators is exhausted, whichever occurs first. Any employment offer made to an Eligible Class Member by DuPont will be sent by certified mail, return receipt requested. DuPont is not required to extend offers to any Eligible Class Members who were employed by DuPont prior to April 1, 2016 and deemed not eligible for rehire or those who began employment in any capacity with DuPont after April 1, 2016. Eligible Class Members must complete an updated employment application and will be subject to certain post-offer contingencies such as passing a required background check and meeting current eligibility requirements.

Eligible Class Members will be allowed at least two weeks to report for work after receiving a written job offer from DuPont. The Eligible Class Members hired into General Operator positions pursuant to this Agreement must be paid the current wage rate for the General Operator position and must be provided with the same benefits and opportunity to earn overtime and shift differentials as other General Operator employees. In lieu of retroactive seniority, DuPont will pay each Eligible Class Member hired pursuant to this Agreement a buyout of \$200, less legal deductions.

- E. Recordkeeping: Pursuant to 41 CFR § 60-1.12, DuPont will ensure its managers properly document the results of hiring, promotion and termination decisions made pursuant to the revised hiring policies and procedures, and properly maintain all records on the revised policies and procedures including any associated underlying data and information such as HRIS or payroll data, as applicable, job applications, applicant and hire data, disposition codes, and personnel records, and any other records or data used to generate the required reports.

2. **ALLEGED VIOLATION**: OFCCP alleges that the administration of the Problem Solving Assessment resulted in a statistically significant disparity in the rates that Black applicants passed the test. Specifically, the disparity was statistically significant at a level of (b) (7)(E) standard deviations and a shortfall in passing of 13 Black applicants. DuPont failed to provide documentation of validity evidence for the Problem Solving Assessment, in accordance with 41 CFR 60-3.15A(3)(a). OFCCP alleges DuPont's total selection process had an adverse impact, and DuPont should have maintained and made available for each component of that process, which has an adverse impact, one or more of the following types of documentation evidence:

- (i) Documentation evidence showing criterion-related validity of the selection procedure.
- (ii) Documentation evidence showing content validity of the selection procedure.
- (iii) Documentation evidence showing construct validity of the selection procedure.
- (iv) Documentation evidence from other studies showing validity of the selection procedure in the user's facility.
- (v) Documentation evidence showing why a validity study cannot or need not be performed and why continued use of the procedure is consistent with Federal law.

DuPont could not produce any validity studies for this test or any other evidence demonstrating its validity in accordance with the Uniform Guidelines on Employee Selection Procedures (UGESP). This is a violation of 41 CFR 60-3.3A.

REMEDY: DuPont agrees to cease and desist utilizing an un-validated Problem Solving Assessment at the Spruance Establishment and take the following corrective actions:

- A. Review and Revisions Required: Review and revise, if necessary, in writing, the practices, policies and procedures it uses to select applicants for the General Operator positions (hereinafter "Revised Hiring Process") at the Spruance Establishment. Specifically, DuPont will:

- 1) Review the job description and selection process for the General Operator position which describes the essential functions; the minimum qualifications including required skills and certifications; and the criteria used in each step of the hiring process, including any application screens, interviews, tests, credit checks, review of criminal history, reference checks, testing, or other selection procedure;
 - 2) Ensure all policies and qualification standards are uniformly applied to all applicants; and
 - 3) List clearly on its recruiting materials and job postings the minimum qualifications, including required skills and certifications.
- B. Training: Within six (6) months of the Effective Date of this Agreement, DuPont must train all individuals involved in any way in recruiting, selecting, or tracking applicants for the General Operator position on the Revised Hiring Process. The training will include instruction in: the proper implementation of the recruitment, tracking and selection procedures; neutral application of the specified qualifications and criteria that will be used at each step in the hiring process; procedures to be used to document the decisions made at each step in the hiring process; and the procedures to be used to ensure that documents are retained in accordance with 41 CFR § 60-1.12(a) and Part 60-3. DuPont will meet with management and all individuals responsible for the selection process and review its equal employment obligations and nondiscrimination policies related to hiring. Specific attention will be directed to ensure that Black applicants, who benefit from the provisions of this Agreement, are not retaliated against.
- C. Recordkeeping and Retention: DuPont will ensure that applicants are tracked and decisions are documented at each step in the hiring process. DuPont will ensure that documents are retained in accordance with 41 CFR 60-1.12(a) and Part 60-3.
- D. Monitoring: DuPont agrees to monitor selection rates for the General Operator positions at the Spruance Establishment as required by 41 CFR Part 60-3.

PART V. ENHANCED COMPLIANCE AGREEMENT

1. The Agreement will be in effect for a five-year period beginning on the Effective Date of the Agreement.
2. To proactively facilitate compliance with Executive Order 11246, as amended, DuPont will take the steps described below to enhance its compliance with Executive Order 11246 in the hiring of General Operators or equivalent positions as defined in Attachment E at its establishments operating at the locations listed on Attachment D.
3. DuPont will evaluate the policies and procedures it currently uses to hire General Operators or equivalent positions at its establishments operating at locations listed on Attachment D. DuPont will conduct on-site visits to four (4) facilities, in order to ensure a comprehensive and thorough evaluation of its hiring policies and procedures for General Operator or equivalent positions, in an effort to ensure that DuPont's selection process is optimized to increase the number of qualified Black hires.

4. **Proposal for Evaluation:** Within ninety (90) days after the Effective Date of this Enhanced Compliance Agreement, DuPont will submit to OFCCP a proposal that describes the methodology used in the evaluation. The proposal will estimate the time necessary to conduct a comprehensive evaluation of DuPont's General Operator or equivalent position hiring practices and write a Report containing the findings and recommendations. The evaluation and recommendations will cover the following areas at DuPont facilities at the locations listed on Attachment D:
- A. Procedures to recruit, screen, interview, select, reject, and hire in the General Operator job title in Job Group 7 MO, without regard to sex, sexual orientation, gender identity, race/ethnicity, color, national origin, and religion in compliance with E.O. 11246.
 - B. Evaluation of recruitment efforts (methods and sources) for the General Operator or equivalent job title in Job Group 7 MO and recommendations for additional strategies to increase the representation of qualified Black applicants.
 - C. Procedures to limit subjectivity and implicit bias in the hiring process in the General Operator or equivalent job titles, including identifying objective qualifications and criteria to be used to select and/or eliminate from further consideration persons expressing an interest in employment at each step of the hiring process (i.e., application screen, interview, post-offer screen, etc.).
 - D. Procedures to ensure that persons expressing an interest in employment in the General Operator or equivalent job titles are tracked and decisions are documented at each step in the hiring process.
 - E. Procedures to ensure that documents are retained in accordance with 41 CFR § 60-1.12(a) and Part 60-3.
 - F. Procedures to train all employees involved in the hiring process on the policies and practices related to DuPont's selection of General Operators or equivalent positions.
 - G. Procedures to ensure that adverse impact analyses are conducted in accordance with 41 CFR Part 60-3, including evaluating the individual components and qualifications if statistical disparities exist.
 - H. Procedures to ensure that all selection procedures used to hire in the General Operator or equivalent job title that have an adverse impact on protected groups are validated. The proposal will also outline provisions for DuPont's monitoring of the implementation and effectiveness of the recommendations. None of the findings and recommendations shall be considered final and/or binding on DuPont. Upon receipt of the proposal, DuPont and OFCCP will negotiate in good faith any amendments thereto.
 - I. Evaluation of DuPont's work environment relating to racial stereotypes and other biased perceptions, and implementation of DuPont's harassment policy and other policies regarding the work environment that could impact the retention of Black employees.

5. **Evaluation Report:** Within sixty (60) days after DuPont concludes the evaluation, DuPont will provide a report to OFCCP to include the following:
 - A. A description of the evaluation conducted by DuPont.
 - B. A summary of the DuPont's findings regarding its current policies, procedures, and practices related to the recruitment, hiring, promotions, and retention of General Operators or equivalent positions.
 - C. DuPont's findings and recommendations regarding each of the items set forth in Paragraph 4 above, as well as any other items included in DuPont's proposal.
 - D. Any additional recommended actions or revisions to the policies, procedures and practices for General Operators or equivalent positions to ensure equal opportunity for all persons expressing an interest in employment.
 - E. Recommendations for training for all individuals involved in the hiring of General Operators or equivalent positions.
6. At a mutually-agreeable date after receipt of DuPont's findings and recommendation Report, but as soon as reasonably possible, DuPont and OFCCP will meet to review DuPont's Report in detail to discuss and evaluate the recommendations. The parties will jointly agree on the timing, location, and structure of the meeting to facilitate the maximum exchange of ideas. If DuPont or OFCCP disagrees with any of the recommendations, the parties will discuss the reasons for the disagreement and possible alternatives. After the parties agree to the scope and nature of the recommendations, if any, to be implemented, DuPont, with input from OFCCP as requested, will fully implement such recommendations within one hundred and eighty (180) days. Should the implementation of the agreed-upon recommendations (or segments thereof) require more than one hundred and eighty (180) days, DuPont and OFCCP will work together in good faith to establish reasonable timelines for implementation.
7. DuPont will develop and conduct a training program to be presented to all individuals involved in the General Operator or equivalent hiring process (i.e., recruiting, screening, interviewing, selection, rejection, and hiring) at DuPont facilities identified in Attachment D. Individuals attending this training will include, at a minimum, all human resources recruiters, managers, and directors; production supervisors; and corporate human resources and compliance personnel at the locations identified in Attachment D. The training program will include instruction on DuPont's recommendations that DuPont agrees to implement. The training will be mandatory for the personnel identified above. Such training must specifically cover procedures to limit subjectivity and implicit bias in the hiring process in the General Operator or equivalent job titles, including identifying objective qualifications and criteria to be used to select and/or eliminate from further consideration persons expressing an interest in employment at each step of the hiring process (i.e., application screen, interview, post-offer screen, etc.).
8. DuPont, and/or additional resources, will annually monitor the implementation of and results achieved from the revised General Operator or equivalent positions' hiring processes, and will provide reports to OFCCP on an annual basis for the duration of this Agreement as

described in Part VI of this Agreement. During the five-year period this Agreement is in effect, the monitoring reports will indicate whether the revised hiring process has been fully implemented and whether the individuals involved in the revised hiring process are following the revised policies and procedures. The monitoring reports will also include appropriate recommendations, if any, to alter or change the revised hiring process, its implementation, or training, to ensure a nondiscriminatory hiring process.

9. During the five-year period, DuPont will conduct adverse impact analyses of General Operator or equivalent position hiring at each of the DuPont's facilities consistent with the requirements of 41 CFR §§ 60-3.4 and -3.15 on an annual basis. If DuPont finds statistically significant disparities in hiring General Operators, DuPont shall investigate the cause of the disparities and take appropriate action, such as providing refresher training or making additional changes to the hiring process. DuPont will implement remedies to correct any statistically significant disparities in hiring and report to OFCCP on actions taken during its regular progress reports as outlined in Part VI of this Agreement.
10. During the five-year-period, DuPont and OFCCP will meet once a year to discuss DuPont's progress in implementing the adopted recommendations, to discuss concerns, and to continue to chart a path toward a mutually-beneficial partnership. The parties will jointly agree on the timing, location, and structure of the meeting to facilitate the maximum exchange of ideas. Should the parties deem a meeting unnecessary, it can be waived by mutual agreement. Moreover, in recognition of the time necessary to fully implement DuPont's recommendations, provide training to hiring managers and human resources staff, monitor the revised hiring process, and make additional changes or refinements to the revised hiring process that may be warranted, OFCCP agrees not to conduct compliance evaluations of DuPont's facilities listed on Attachment D for the five-year period, other than to investigate complaints filed by applicants or employees under E.O. 11246, Section 503, and VEVRAA.
11. This Enhanced Compliance Agreement between DuPont and OFCCP does not provide DuPont with any grant of immunity or protection from its requirement to comply with Executive Order 11246.
12. This Enhanced Compliance Agreement between DuPont and OFCCP may be modified upon the written consent of the parties, and such consent will not be unreasonably withheld.
13. This Enhanced Compliance Agreement is between OFCCP and DuPont (as collectively defined above) and does not confer any rights or benefits to any other parties, other than any successor to, parent of, or subsidiary of DuPont or OFCCP. In case of a disagreement over the implementation of this Enhanced Compliance Agreement, the parties agree to negotiate in good faith prior to enforcement.

PART VI. REPORTS REQUIRED

DuPont must submit the documents and reports described below to the Regional Director, Mid-Atlantic Region.

DuPont must submit progress reports covering twelve-month periods. The first progress report will be due August 1, 2020 and will cover the period June 1, 2019 through May 30, 2020. . Each subsequent report must cover the successive twelve month period, and must be submitted within 60 calendar days after the close of that twelve-month period.

In its first progress report only, DuPont will submit the following:

1. In accordance with Part IV.1.C, documentation of monetary payments to all Eligible Class Members. The documentation must include the names of Eligible Class Members who were paid, and, for each Eligible Class Member, the number and the amount of the check and the date the check cleared the bank. DuPont must provide OFCCP with copies of all canceled checks upon request;
2. In accordance with Part IV.1.D, documentation of specific hiring activity for Eligible Class Members who were hired as General Operators in accordance with this Agreement, including name, date of hire, job title hired into and rate of pay.;
3. In accordance with Part IV.1.E, for Eligible Class Members who were considered for employment but were not hired, DuPont will provide the reason for non-placement along with all relevant documentation (e.g., documentation that the Eligible Class Member declined the offer);
4. In accordance with Part V.4, DuPont's Proposal for Evaluation including evaluation of the policies and procedures it uses to hire in the General Operator or equivalent positions job titles at the facilities listed in Attachment D;
5. In accordance with Part V.5., a report containing findings and recommendations which shall include the following:
 - A. A description of the evaluation conducted and summary of findings regarding its current policies, procedures, and practices related to hiring in the General Operator or equivalent job titles;
 - B. Any additional recommended actions or revisions to the policies, procedures, and practices for the General Operator or equivalent job titles to ensure equal opportunity for all persons expressing an interest in employment; and
 - C. Recommendations for training for all individuals involved in the hiring of the General Operator or equivalent job titles.

In its first progress report and each progress report thereafter, DuPont will submit the following:

1. The total number of applicants and hires and the breakdown by race, gender, and ethnic group of applicants and hires for General Operator positions at its Spruance facility during the reporting period, including all temporary, part time, and seasonal workers who were referred to and/or assigned to work at DuPont by a staffing firm or employment agency;

2. DuPont's Affirmative Action Plans for E.O. 11246, Section 503 and VEVRAA Affirmative Action Plans for the Reviewed Establishments;
3. In accordance with Part V.5., any additional recommended actions or revisions to the policies, procedures for the General Operator job title to ensure equal opportunity for all persons expressing an interest in employment.

TERMINATION DATE: This Agreement will terminate pursuant to the terms in Part II, Paragraph 10.

INTEGRATION CLAUSE: This Agreement represents the full Agreement between DuPont and OFCCP and this Agreement supersedes any other agreements, oral or written. In signing this Agreement, neither DuPont nor OFCCP relies upon any promise, representation of fact or law, or other inducement that is not expressed in this Agreement. This Agreement may be modified only by written agreement of the Parties affected and may not be modified by any oral agreement.

Attachments

- A. List of Affected Applicants
- B. Notice Documents
 - B-1 Notice
 - B-2 Interest Form
 - B-3 Release Form
- C. Timeline
- D. List of Covered Establishments

PART VII. SIGNATURES

The person signing this Conciliation Agreement on behalf of DuPont personally warrants that he/she is fully authorized to do so, that DuPont has entered into this Conciliation Agreement voluntarily and with full knowledge of the effect thereof and that execution of this Agreement is fully binding on DuPont. This Conciliation Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and DuPont.

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

DARRELL FORD
Sr. Vice-President
Chief Human Resources Officer

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

MICHELE HODGE
Regional Director
OFCCP Mid-Atlantic Region

Date: 9/26/2019

Date: 9/27/19

Attachment A: List of Class Members

	Full Name
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Attachment B-1 Notice

You may be eligible to get money and a job because of a legal settlement between DuPont and the U.S. Department of Labor

We are writing to provide information about a legal settlement between the U.S. Department of Labor and DuPont Spruance Plant ("DuPont") that may benefit you. This settlement involves claims of discrimination in hiring, and our records show that you may be one of the applicants covered by the settlement. If you take the steps described in this Notice by the deadline below, you may be eligible for a payment of back wages and/or a job with DuPont.

ARE YOU AFFECTED?

Blacks who applied and were not hired for General Operator positions at DuPont Spruance Plant, 5401 Jefferson Davis Highway, Richmond, Virginia 23234 between April 1, 2016 and March 31, 2017, are covered by this settlement.

WHAT IS THIS SETTLEMENT ABOUT?

The U.S. Department of Labor's Office of Federal Contract Compliance Programs (OFCCP) conducted a review of DuPont's hiring practices during April 1, 2016 and March 31, 2017. OFCCP is the government agency responsible for enforcing the nondiscrimination and equal employment opportunity through affirmative action requirements that apply to federal contractors. OFCCP alleges that DuPont discriminated against Black applicants in hiring for General Operator positions. DuPont denies those claims and there has not been any finding by a court that DuPont violated any laws or discriminated against you. However, OFCCP and DuPont have agreed to resolve the issue through a Conciliation Agreement. A Conciliation Agreement is a legal document that explains the terms of an agreement between DuPont and OFCCP.

As a result, affected applicants may be eligible for back pay and/or a job offer.

WHAT DOES THIS MEAN FOR YOU?

Because you applied for a General Operator position during the relevant time frame, and were not hired, this settlement may provide you with some specific benefits:

- (1) **You may be eligible to receive a payment of at least \$_____** (before adjustments for taxes and payroll contributions). This amount represents your share of back wages and other payments DuPont is making to settle the lawsuit. The final amount you will receive will be reduced by deductions for items such as income tax withholding and Social Security contributions.

- (2) **You may be eligible for a job offer.** DuPont will be making job offers to some of the individuals receiving this notification. It is not guaranteed that you will receive a job offer. If you are interested in a job with DuPont, please express your interest on the enclosed Interest Form.

To get these benefits, you will need to release or agree to give up certain legal claims, and sign the enclosed Interest and Release forms.

WHAT IS YOUR NEXT STEP?

You should read this Notice and the enclosed Interest and Release forms. Please do not ignore these forms or throw them away. Otherwise, you could miss an opportunity to receive money and a job with DuPont.

To be eligible for a payment and job, you must complete, sign, and return **both** the following enclosed forms, (1) the Interest Form and (2) the "Release of Claims Under Executive Order 11246" (Release) to:

[Settlement Administrator]
[Title]
[Address]

DEADLINE: The forms must be postmarked by [INSERT DATE]

You may receive some or all of these benefits only if these forms confirm that you are one of the individuals covered by the settlement. After correct completion and submission of these forms, a final decision will be made about your eligibility. **If you fail to return both of the required forms by the deadline above, or if your forms do not verify your eligibility, you will not be eligible to receive any money, consideration for job opportunities or any other benefits that are available to you by the settlement.**

HOW CAN YOU GET MORE INFORMATION?

If you have any questions, you may contact Compliance Officer (b) (7)(C), (b) (7)(E) at (b) (7)(C), (b) (7)(E)

(b) (7)(C), (b) (7)(E) You can also visit the U.S. Department of Labor Web site about this case at www.dol.gov/ofccp/cml.

Attachment B-2 Interest Form

Interest Form

PLEASE CAREFULLY READ THE ENCLOSED NOTICE BEFORE COMPLETING THIS INTEREST FORM.

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

DEADLINE: The forms must be completed and postmarked by [INSERT DATE]

You may be eligible for a money payment from the settlement and you can express interest in a job offer. You can receive a money payment even if you do not express interest in a job. To receive benefits (such as money or a job offer), you must complete and return this Interest Form and the enclosed Release Form. Both must be postmarked by the deadline listed above to:

[Settlement Administrator]

[Title]

[Address]

If you do not submit a completed Interest Form and Release Form on or before the deadline above, then your claim will not be on time and **you will not receive any money from this settlement and you cannot be considered for a job offer from this settlement.** Enclosed is a stamped, pre-addressed envelope you can use.

This Interest Form will only be used for the following purposes:

- (1) To confirm important information we need in order to make sure you are eligible to receive money under this settlement and process your payment, and**
- (2) To allow you to express interest in the jobs being offered as a result of the settlement.**

NOTE: This notice is only for the person it was sent to and cannot be transferred or used by another person who is not part of the settlement.

Step 1: Please provide the following contact information to process your payment (please PRINT legibly).

First Name: _____

Last Name: _____

Any other names you have used: _____

Home Phone: _____

Cell Phone: _____

Email Address: _____

☐ I confirm that the address on the cover letter is correct.

☐ The address on the cover letter is not correct. My correct address is:

Address: _____

Please provide your social security number _____

Your Social Security Number is required in order to process your payment for tax purposes. Your Social Security Number will not be used for any other purpose.

Notify us at the address below if your address changes, or contact us if you have any questions about this Interest form, the notice, or the settlement.

[Settlement Administrator]

[Title]

[Address]

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

☐ Yes, I am still interested in a General Operator position with DuPont at 5401 Jefferson Davis Highway, Richmond, Virginia 23234.

☐ No, I am not currently interested in a General Operator position with DuPont at 5401 Jefferson Davis Highway, Richmond, Virginia 23234.

OR

☐ I am currently employed by DuPont.

Step 3: Sign and return along with the Release Form

I certify the above as true and correct.

Signature

Date

Attachment B-3 Release Form

RELEASE OF CLAIMS UNDER EXECUTIVE ORDER 11246

This Release of Claims under Executive Order 11246 ("Release") is a legal document. The document states that in return for DuPont Spruance Plant ("DuPont") paying you money, you agree that you will not file any lawsuit against DuPont for allegedly violating Executive Order 11246 in its hiring practices of Black applicants in the General Operator position. It also says that DuPont does not admit it violated any laws. This Release says you had sufficient time to look at the document, to talk with others about the document, including an attorney if you choose, and that no one pressured you into signing the document. Finally, it says that if you do not sign and return the document by a certain date, you will not receive any money.

In consideration of payment of \$ 256.91 (less adjustments required by law) and/or a potential job offer for a General Operator position by DuPont to me, which I agree is acceptable, I (print name) _____ agree to the following:

I.

I hereby waive, release and forever discharge DuPont Specialty Products USA, LLC, its predecessors, successors, related entities, parents, subsidiaries, affiliates, and organizations, and its and their shareholders, owners directors, officers, employees, agents, successors, and assigns (collectively "DuPont"), of and from any and all actions, causes of action, damages, liabilities, and claims that are actionable or could have been brought under Executive Order 11246, as amended; which I or my representatives (heirs, executors, administrators, or assigns) have or may have which relate in any way to my non-selection for employment at any time through the effective date of this Release.

II.

I understand that DuPont denies that it treated me unlawfully or unfairly in any way and that DuPont 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 and/or a potential job offer 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 August 4, 2017. I further agree that the payment of the aforesaid sum and/or a potential job offer by DuPont to me is not to be construed as an admission of any liability by DuPont.

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 DuPont by the date set forth in the enclosed notice, I will not be entitled to receive any payment (less deductions required by law) from DuPont.

IN WITNESS WHEREOF, I have signed this document on this ____ day of _____, 20__.

Signature

Attachment C- Timeline

ACTIVITY	DATE
DuPont Mails Notice Documents (First Mailing)	11/14/2019
Postmark Deadline for Affected Applicants to Reply to Notice	12/14/2019
DuPont Notifies OFCCP of Undeliverable Mailings	01/13/2020
OFCCP Provides Updated Contact Information to DuPont	01/28/2020
DuPont Mails Notice Documents (Second Mailing)	02/27/2020
Postmark Deadline for Affected Applicants to Reply to Second Notice	03/28/2020
DuPont Provides List of its Determination of Eligible Applicants	04/27/2020
OFCCP Reviews and Approves Final List and Distribution Amounts	05/12/2020
DuPont Mails Back pay Checks	06/26/2020
DuPont Notifies OFCCP of Any Checks Returned as Undeliverable	07/26/2020
OFCCP Provides Updated Addresses	08/02/2020
DuPont Mails Back pay Checks to New Addresses	08/16/2020
Distribution of Remaining Funds to Eligible Applicants	12/31/2020

Attachment C-Timeline (Continued)

Enhanced Compliance Agreement Timeline

DuPont submits ECA proposal to OFCCP	12/29/2019
DuPont submits report to OFCCP	02/27/2020
Parties meet to review report	Mutually agreeable time after receiving the report but as soon as reasonably possible.
DuPont implements recommendations	180 days after parties meet and agree on the report
DuPont submits Annual ECA reports	8/1/2020 8/1/2021 8/1/2022 8/1/2023 8/1/2024

Attachment D: List of Covered Establishments

1. DuPont Spruance Plant (Safety & Construction business of DuPont)
5401 Jefferson Davis Highway
Richmond, Virginia 23234
2. 500 Dow Industrial Drive, Pevely, MO 63070
3. 5400 Dewey Hill Road, Edina, MN 55439
4. 901 E. Kankakee River Drive Wilmington, IL 60481

Attachment E: List of Job Titles Equivalent to General Operators

For purposes of administration of this Agreement, the following job titles at the locations identified in Attachment D will be considered to be equivalent to the General Operator position:

- Process Operator (Pevely, MO)
- Manufacturing Operator (Edina, MN)
- Production Technician (Wilmington, IL)