

CONCILIATION AGREEMENT

Between

THE U.S. DEPARTMENT OF LABOR
OFFICE OF FEDERAL CONTRACT COMPLIANCE PROGRAMS

and

DOMINION ENERGY, INC.
120 TREDEGAR STREET
RICHMOND, VIRGINIA 23219

PART I. PRELIMINARY STATEMENT

Executive Order 11246 was designed to ensure that federal contractors take pro-active steps to ensure equal employment opportunity. While employers with 15 or more employees are generally subject to Title VII of the Civil Rights Act of 1964, which prohibits employment discrimination on the same grounds, E.O. 11246 calls for affirmative action to ensure workplace equality. The Office of Federal Contract Compliance Programs ("OFCCP") is responsible for implementing E.O. 11246. OFCCP has long provided contractors with compliance information and support and has encouraged contractors to conduct internal pay equity studies to ensure equal pay without regard to gender, race or other protected classifications.

Pursuant to its longstanding mission, OFCCP has provided extensive compliance assistance to Dominion Energy ("Dominion") regarding pay equity studies which has culminated in this Agreement, implementing a five-year partnership between the parties.

PART II. GENERAL TERMS AND CONDITIONS

1. In exchange for Dominion's fulfillment of all obligations in Parts III and IV of this Agreement, OFCCP agrees not to institute administrative or judicial enforcement proceedings under E.O. 11246 based on the alleged 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 Dominion violates this Agreement. Nothing in this Agreement precludes OFCCP from initiating enforcement proceedings, including during the 5-year exemption period, based on future compliance evaluations or complaint investigations permitted under this Agreement. In exchange for Dominion's fulfillment of all obligations in Parts III and IV of the Agreement, OFCCP further agrees not to initiate any new audits at all establishments until at least 60 days after Dominion submits the final progress report described in Part IV of this Agreement and OFCCP confirms to Dominion that it has fully complied with the terms of this Agreement.
2. Dominion 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. Dominion will permit access to its premises during normal business hours for these purposes and will provide OFCCP with all reports and documents requested.

3. This Agreement does not constitute an admission by Dominion 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, as amended ("VEVRAA"); and their implementing regulations at 41 CFR Chapter 60; or other laws, nor has there been an adjudicated finding that Dominion violated any laws.
4. Dominion understands that nothing in this Agreement relieves Dominion 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. Dominion promises not to harass, intimidate, threaten, discriminate, or otherwise retaliate against any individual because the individual: benefits from this Agreement, files a complaint or participates in any investigation or proceeding under E.O. 11246, Section 503, and/or VEVRAA, or engages in any activity listed at 41 C.F.R. § 60-1.32(a).
6. 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 herein. This Agreement contains all terms by which the parties are bound and it supersedes all prior written or oral negotiations and agreements. There will be no modifications or amendments to this Agreement unless they are in writing, signed by all parties.
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 Dominion submits the final progress report required in Part IV, below, unless OFCCP notifies Dominion in writing prior to the expiration date that Dominion has not fulfilled all of its obligations under the Agreement, in which case the Agreement is automatically extended until the date that OFCCP determines Dominion 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 Dominion violates this Conciliation Agreement,
 - A. The procedures set forth at 41 C.F.R. § 60-1.34 will govern:

- 1) If OFCCP believes that Dominion violated any term of the Agreement while it was in effect, OFCCP will send Dominion a written notice stating the alleged violations and summarizing any supporting evidence.
- 2) Dominion will have 15 days from receipt of such notice to demonstrate in writing that it has not violated the Agreement, unless such a delay would result in irreparable injury to the employment rights of affected employees or applicants.
- 3) If Dominion is unable to demonstrate that it has not violated the Agreement, or if OFCCP alleges irreparable injury, enforcement proceedings may be initiated immediately without issuing a show cause notice or proceeding through any other requirement.
- 4) OFCCP may seek enforcement of this Agreement itself and is not required to present proof of any underlying violations resolved by this Agreement.

B. Dominion may be subject to the sanctions set forth in Section 209 of the Executive Order and 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.
14. 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. SPECIFIC TERMS AND CONDITIONS

1. **VIOLATION**: During the period January 1, 2014 through December 31, 2014, Dominion failed to adequately develop and implement an auditing system that periodically measures the effectiveness of its total affirmative action program with respect to its documenting and monitoring of compensation of its Professionals – On-Shore Engineering and Technical Support job group at its Surry, Virginia establishment to ensure that the nondiscriminatory policy is carried out. This is a violation of 41 C.F.R. § 60-2.17(d).
2. **VIOLATION**: During the period January 1, 2015 through December 31, 2015, Dominion failed to adequately development and implement an auditing system that periodically measures the effectiveness of its total affirmative action program with respect to its documenting and monitoring of compensation of its Professionals – Environment and Scientific job group job group at its Glen Allen, Virginia establishment to ensure that the nondiscriminatory policy is carried out. This is a violation of 41 C.F.R. § 60-2.17(d).

REMEDY: Dominion will develop, implement, and adequately document an auditing system that periodically measures the effectiveness of its total affirmative action plan. As part of this, Dominion has agreed to proactively facilitate compliance with E.O. 11246 using the steps described in Part IV to ensure pay equity for all employees at all establishments located in the United States.¹ Dominion will provide a lump sum to the 27 employees as listed in Attachment A.

PART IV. PAY EQUITY AGREEMENT

Dominion provides electricity or natural gas to the homes and businesses of nearly 7.5 million customers in 18 states.

Dominion is committed to equal employment opportunity and strives to create a diverse and inclusive workplace that reflects the communities it serves. Dominion supports its workforce diversity efforts with employee resources groups and employee diversity councils and through its Office of Diversity and Inclusion.

In continuation of Dominion's commitment to equal employment opportunities and diversity, Dominion and the OFCCP agree to the following:

1. No later than November 1, 2019, Dominion Energy will conduct a pay equity study using the methodology described in Attachment A for all employees corporate-wide (excluding Newly Acquired Employees who have not yet been integrated into Dominion's pay grade structure and Executives (i.e., Vice Presidents and above)) using payroll data that is current as of October 1, 2019. If the above analysis reveals statistically significant sex or race coefficients at a level of (b) (7)(E) standard deviations or lower, Dominion will conduct research into the employees in the flagged area to determine if legitimate, nondiscriminatory factors explain the disparity. If Dominion finds legitimate, nondiscriminatory factors that explain the disparity, Dominion will document such factors and describe how they explain the disparity. If the disparities are not due to a legitimate nondiscriminatory factor, Dominion will make pay adjustments bringing the group to parity as described in Attachment A.
2. No later than October 1 of each subsequent year, Dominion Energy will conduct a pay equity study using the methodology described in Attachment A for all employees corporate-wide (excluding Newly Acquired Employees who have not yet been integrated into Dominion's pay grade structure and Executives) using payroll data that is current as of April 1 of that year. If the above analysis reveals statistically significant sex or race coefficients at a level of -1.96 standard deviations or lower, Dominion will conduct research into the employees in the flagged area. If Dominion finds legitimate, nondiscriminatory factors that explain the

¹ Provided that employees of entities acquired by Dominion on or after January 1, 2019 ("Newly Acquired Employees") shall be excluded from this Agreement until such time as those Newly Acquired Employees are integrated into Dominion's pay grade structure. Dominion's current establishments are identified in Attachment B. When Dominion acquires a facility, the Dominion employees at the new facility will be covered under the terms of this Agreement for the duration of the five-year period. If a Dominion facility governed by this Agreement is divested to an unrelated third party, such facility will no longer be covered under the Agreement as of the effective date of the sale. Under this Agreement, newly acquired facilities not yet covered by the pay equity provisions below shall be subject to any regularly scheduled OFCCP compliance evaluations.

disparity, Dominion will document such factors and describe how they explain the disparity. If the disparities are not due to a legitimate nondiscriminatory factor, Dominion will make pay adjustments bringing the group to parity as described in Attachment A.

3. Within 60 days of the deadline for completing each pay equity study, Dominion Energy will provide OFCCP with reports on the results of the statistical analyses components of Dominion's pay equity study, the databases used to complete the statistical analysis, the basis for determining that a pay adjustment is not warranted through the individual review process, and any pay adjustments made pursuant to the framework established in Attachment A. Dominion Energy will submit the reports to the Regional Director of the Mid-Atlantic Region.
4. OFCCP will not schedule any of Dominion's establishments for a compliance evaluation for a five-year period from the effective date of this Agreement, except with respect to acquired entities with Newly Acquired Employees who have not yet been integrated into Dominion's pay grade structure.
5. The Agreement will be in effect for a five-year period beginning on the Effective Date of the Agreement. At the expiration of the scheduling exemption period, any Dominion establishment selected for a compliance evaluation will be selected in accordance with the scheduling methodology in place at that time.
6. The five-year scheduling exemption is limited to compliance evaluations and OFCCP retains the right to investigate complaints of discrimination at establishments covered by the Agreement under E.O. 11246, Section 503, and VEVRAA.
7. If Dominion violates the terms of the Agreement, OFCCP reserves the right to bring an enforcement action per the terms of 41 C.F.R. § 60-1.34 and the five-year scheduling exemption will be void.

PART V. SIGNATURES

This Agreement is hereby executed by and between the OFCCP and Dominion Energy Inc., 120 Tredegar Street, Richmond, Virginia.

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

REGINA J. EVERT
Vice President,
Human Resources Business Services
Dominion Energy, Inc.

Date: 9/26/2019

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

MICHELE HODGE
Regional Director
OFCCP Mid-Atlantic Region

Date: 9/30/19

ATTACHMENT A

(b) (7) (E)



(b) (7)(E)

(b) (7)(E)

² This information will be provided regardless of whether Dominion makes any pay adjustments.

(b) (7)(E)



ATTACHMENT B

(b) (7)(E)



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