

CONCILIATION AGREEMENT

Between

The U. S. Department of Labor
Office of Federal Contract Compliance Programs
and

Northern Indiana Public Service Company

1301 Dakota Street, Gary, Indiana 46403 (OFCCP No. R00192056)
801 E. 86th Avenue, Merrillville, Indiana 46410 (OFCCP No. R00193125)

PART I. PRELIMINARY STATEMENT

In two separate compliance reviews, the Office of Federal Contract Compliance Programs (“OFCCP”) evaluated Northern Indiana Public Service Company’s (“NIPSCO”) establishments located at 1301 Dakota Street, Gary, Indiana 46403 (“NIPSCO-Gary”) and 801 E. 86th Avenue, Merrillville, Indiana 46410 (“NIPSCO-Merrillville”) and found that NIPSCO was not in compliance with the Executive Order 11246, as amended (“EO 11246”) and its implementing regulations at 41 CFR Sections 60-1 and 60-3.

OFCCP notified NIPSCO of the specific violations found in each review and the corrective actions required in a Notice of Violation issued on May 10, 2018, for the NIPSCO-Gary location.¹ In the interest of resolving the violations without engaging in further legal proceedings and in exchange for the good and valuable consideration described in this document, OFCCP and NIPSCO enter into this contract (“Conciliation Agreement” or “Agreement”) and its attachments, and agree to all the terms stated below.

PART II. GENERAL TERMS AND CONDITIONS

1. In exchange for NIPSCO’s fulfillment of all obligations in Parts III and IV of the Agreement, OFCCP agrees not to institute administrative or judicial enforcement proceedings under EO 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 NIPSCO violates this Agreement. Nothing in this Agreement precludes OFCCP from initiating enforcement proceedings based on future compliance evaluations or complaint investigations.
2. NIPSCO 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. NIPSCO will permit access to its premises during normal business hours for these purposes and will provide OFCCP with all reports and documents requested.
3. NIPSCO understands that nothing in this Agreement relieves NIPSCO of its obligation to fully comply with the requirements of EO 11246, Section 503 of the Rehabilitation Act of 1973, as amended, 29 USC 793 (“Section 503”), and/or the Vietnam Era Veterans’

¹ NIPSCO and OFCCP agreed that OFCCP would not issue the Notice of Violation for the Merrillville location.

Readjustment Assistance Act of 1974, as amended, 38 USC 4212 ("VEVRAA"), their implementing regulations, and other applicable equal employment laws.

4. NIPSCO 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 EO 11246, Section 503, and/or VEVRAA, or engages in any activity listed at 41 CFR 60-1.32(a).
5. The parties understand the terms of this Agreement and enter into it voluntarily.
6. 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.
7. If one or more provisions of this Agreement are rendered unlawful or unenforceable, the remaining provisions will remain in full force and effect.
8. This Agreement becomes effective on the day it is signed by the Regional Director of the Midwest Region (the "Effective Date").
9. This Agreement will expire ninety (90) days after NIPSCO submits the final progress report required in Part IV (E) below, unless OFCCP notifies NIPSCO in writing prior to the expiration date that NIPSCO has not fulfilled all of its obligations under the Agreement, in which case the Agreement is automatically extended until the date that OFCCP determines NIPSCO has met all of its obligations under the Agreement.
10. If NIPSCO violates this Conciliation Agreement,
 - A. The procedures set forth at 41 CFR 60-1.34 will govern:
 1. If OFCCP believes that NIPSCO violated any term of the Agreement while it was in effect, OFCCP will send NIPSCO a written notice stating the alleged violations and summarizing any supporting evidence.
 2. NIPSCO 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 NIPSCO 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. NIPSCO may be subject to the sanctions set forth in Section 209 of EO 11246 and/or other appropriate relief for violation of this Agreement.

11. This Agreement does not constitute an admission by NIPSCO of any violation of EO 11246, Section 503, VEVRAA, or other laws, nor has there been an adjudicated finding that NIPSCO violated any laws.

12. 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 VIOLATIONS AND REMEDIES

A. DISCRIMINATION VIOLATIONS

1. Sex Discrimination in Hiring

a. Gary, IN: During the period January 1, 2013, through July 31, 2014, NIPSCO discriminated against 356 qualified female applicants based on sex for the Temporary Meter Reader position.² NIPSCO's failure to afford female applicants equal employment opportunities in hiring constitutes a violation of Section 202, Paragraph 1 of Executive Order 11246, as amended, and 41 CFR 60-1.4(a)(1). Specifically, OFCCP's analysis of records obtained from NIPSCO revealed that from a qualified pool of (b) (7)(E) male applicants and (b) (7)(E) female applicants, NIPSCO hired (b) (7)(E) males (b) (7)(E) and (b) (7)(E) females (b) (7)(E) for Temporary Meter Reader positions. This disproportionate hiring pattern in the overall hiring process is statistically significant at (b) (7)(E) standard deviations with a shortfall of 11 female hires. Absent discrimination, it would be expected that an additional 11 females would have been hired.

2. Race Discrimination in Hiring

a. Gary, IN: During the period January 1, 2013, through July 31, 2014, NIPSCO discriminated against 221 qualified black applicants based on race in the Temporary Meter Reader position. NIPSCO's failure to afford black applicants equal employment opportunities in hiring constitutes a

² The actual number of named female class members is 252 because all black female class members are counted as black class members.

violation of Section 202, Paragraph 1 of Executive Order 11246, as amended, and 41 CFR 60-1.4(a)(1). Specifically, OFCCP's analysis of records obtained from NIPSCO revealed that from a qualified pool of (b) (7)(E) white applicants and (b) (7)(E) black applicants, NIPSCO hired (b) (7)(E) white applicants (b) (7)(E) and (b) (7)(E) black applicants (b) (7)(E) for Temporary Meter Reader positions. This disproportionate hiring pattern in the overall hiring process is statistically significant against black applicants at (b) (7)(E) standard deviations with a shortfall of 8 black hires. Absent discrimination, it would be expected that an additional 8 black applicants would have been hired.

- b. Merrillville, IN: During the period January 1, 2013, through December 31, 2013, NIPSCO discriminated against 982 qualified black applicants based on race in the Customer Service Representative position.³ NIPSCO's failure to afford black applicants equal employment opportunities in hiring constitutes a violation of Section 202, Paragraph 1 of Executive Order 11246, as amended, and 41 CFR 60-1.4(a)(1). Specifically, OFCCP's analysis of records obtained from NIPSCO revealed that from a qualified pool of (b) (7)(E) white applicants and (b) (7)(E) black applicants, NIPSCO hired (b) (7)(E) white applicants (b) (7)(E) and (b) (7)(E) black applicants (b) (7)(E) for Customer Service Representative positions. This disproportionate hiring pattern in the overall hiring process is statistically significant against black applicants at (b) (7)(E) standard deviations with a shortfall of 8 black hires. Absent discrimination, it would be expected that an additional 8 black applicants would have been hired.

Black applicants failed the testing portion of NIPSCO's selection process at a statistically significant higher rate than white applicants. During this period, NIPSCO used a test which was not validated as required by the *Uniform Guidelines on Employee Selection Procedures* at 41 CFR Part 60-3.

B. RECORDKEEPING VIOLATIONS

1. At its Gary, IN establishment, during the period January 1, 2013, through July 31, 2014, and at the Merrillville, IN establishment during the period January 1, 2013, through December 31, 2013, NIPSCO failed to preserve all 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 involved, whichever occurs later, in violation of 41 CFR 60-1.12(a). Specifically, NIPSCO failed to preserve records pertaining to the hiring of Temporary Meter Reader and Customer Service Representative applicants, including resumes, applications, and written selection criteria.

³ Because there were multiple record applicants, the actual number of named black class members is 914 as each class member can only be remedied once.

2. At its Merrillville, IN establishment, during the period January 1, 2013, through December 31, 2013, NIPSCO failed to maintain and have available for inspection records or other information for its Customer Service Representative positions that would disclose the affect which its tests or other selection procedures had upon employment opportunities of persons by identifiable race, sex, and ethnicity, in order to determine compliance with 41 CFR Part 60-3, the *Uniform Guidelines on Employee Selection Procedures*, as required by 41 CFR 60-3.4.

C. FINANCIAL REMEDIES

1. Notice.

- a. Within the timeframes established in Attachment C, NIPSCO will notify the Class Members listed in Attachment A ("Affected Class Members") of the terms of this Agreement by certified mail (return receipt) and provide the Notice to Affected Class Members ("Notice") (Attachment B(1)(A), Attachment B(2)(A), or Attachment B(3)(A)); Information Verification & Employment Interest Form ("Verification & Interest Form") (Attachment B(1)(B), Attachment B(2)(B), or Attachment B(3)(B)); and the Release of Claims Form ("Claims Release Form") (Attachment B(1)(C), Attachment B(2)(C), or Attachment B(3)(C)), dedicated to each representative location; and a postage paid return envelope. Each Affected Class Member shall be given 180 days from the effective date of the Agreement to respond by returning the completed Verification & Interest Form and Claims Release Form to NIPSCO. Any response postmarked by the 180th day from the effective date of the Agreement shall be considered to have been submitted within the 180 day period.
- b. Within the timeframes established in Attachment C, NIPSCO will provide OFCCP with the following:
 - i. Via overnight mail and/or email, copies of all completed Verification & Interest Forms and Claims Release Forms returned to NIPSCO from the first mailing and the envelopes bearing a postmark date;
 - ii. Via overnight mail and/or email, a list of any Class Members who did not respond at all to the Notice or whose Verification & Interest Form and Claims Release Form were returned to NIPSCO as undeliverable, as well as evidence showing the documents were returned as undeliverable;
 - iii. Via overnight mail and/or email, an MS Excel file containing the name, last known address, last known phone number, and last known email address in separate columns for any Class Member who did not respond at all to the Notice or whose Verification &

Interest Form and Claims Release Form were returned to NIPSCO as undeliverable.

- c. Upon receipt of the list and MS Excel file of any Affected Class Members who did not respond at all to the Notice or whose Verification & Interest Form and Claims Release Form was returned to NIPSCO as undeliverable, OFCCP shall attempt to obtain and provide updated addresses to NIPSCO. Within the timeframes established in Attachment C, OFCCP shall provide NIPSCO, via email, a list of those Affected Class Members identified on NIPSCO's list for whom OFCCP was able to verify current addresses. Using the updated addresses, NIPSCO will notify these individuals of their status as Affected Class Members by certified mail (return receipt) and provide them with the documents described above. Each such Affected Class Member shall be given 180 days from the effective date of the Agreement to respond by returning the completed Verification & Interest Form and Claims Release Form to NIPSCO (referred to as the "Second Notice"). Any response postmarked by the 180th day from the effective date of the Agreement shall be considered to have been submitted within the 180 day period.
2. **Eligibility.** All Affected Class Members listed in Attachment A who sign and return the Verification & Interest Form and Claims Release Form to NIPSCO within the timeframes established in Attachment C ("Eligible Class Members") 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 receives, but does not return the Verification & Interest Form and Claims Release Form within the timeframes established in Attachment C, the Affected Class Member will no longer be entitled to a payment or consideration for a job under this Agreement.

Within the timeframes established in Attachment C, NIPSCO will provide OFCCP with a list of Eligible Class Members, and OFCCP will approve the final list of Eligible Class Members or discuss with NIPSCO any issues necessary to finalize the list, such as the 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 NIPSCO.

3. **Monetary Settlement.** NIPSCO agrees to distribute back pay and interest, less 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) to the individuals on the final Eligible Class Members list within the timeframes established in Attachment C. The back pay and interest for each location will be divided in equal shares among Eligible Class Members according to the establishment location in the following chart:

NIPSCO Establishment Location (Affected Group)	Position	Back Pay	Interest	Total
Gary, IN (females & blacks)	Temporary Meter Reader	\$668,941	\$93,559	\$762,500
Merrillville, IN (blacks)	Customer Service Representative	\$202,720	\$34,780	\$237,500

Within the timeframes indicated in Attachment C, NIPSCO shall establish, and deposit within a federally-insured interest-bearing account at the prevailing interest rate, the sum of \$1,000,000.00 and notify OFCCP that these actions are complete. NIPSCO shall identify a person who can be contacted in order to obtain the account balance and interest information. The interest earned on the Settlement Fund following the signing of this Agreement shall be included in the distribution to Eligible Class Members. NIPSCO will absorb any fees associated with the account.

NIPSCO will pay the Internal Revenue Service ("IRS") the employer's share of social security withholdings and will mail each Eligible Class Member the required IRS forms at the end of the calendar year.

Within the timeframes indicated in Attachment C, NIPSCO will notify OFCCP of any undeliverable checks, and OFCCP will attempt to locate the Eligible Class Member. If OFCCP obtains any alternate addresses in the designated time period, NIPSCO will re-mail the check to the Eligible Class Members. 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, NIPSCO will make a second distribution, in equal shares, to all Eligible Class Members who cashed their first check within the timeframes indicated in Attachment C. Any check that remains uncashed 45 days after the date of the second mailing will be void. Any balance remaining in the fund shall revert to NIPSCO and be used to provide training in equal employment opportunity to its personnel in addition to training it is obligated to provide under Executive Order 11246, Section 503, and VEVRAA.

D. **NON-MONETARY REMEDIES.** NIPSCO will ensure that all applicants are afforded equal employment opportunities. NIPSCO agrees to immediately cease using the selection procedures, practices, and/or policies which negatively affected the hiring of black and female applicants for Temporary Meter Reader positions at the Gary, IN establishment as well as the hiring of black applicants for Customer Service Representative positions at the Merrillville, IN establishment. With regard to testing, going forward, NIPSCO shall not use the Manpower test, which was used for Customer Service Representatives during the time period under review in this audit. NIPSCO agrees to continue and/or implement the corrective actions below.

1. Employment.

- a. As positions become available at the Gary, IN establishment, NIPSCO will consider qualified Eligible Class Members not currently employed by NIPSCO who express an interest in employment with NIPSCO until 19 Eligible Class Members are hired in the Custodian A position or until the list of Eligible Class Members expressing an interest in employment is exhausted, whichever occurs first.⁴ NIPSCO will make its best efforts to distribute the 19 hires at the Gary, IN establishment as follows: 11 female hires and 8 black hires.⁵ Eligible Class Members will have priority over all other candidates for hire into the Custodian A positions at the Gary, IN establishment until 19 qualified Eligible Class Members are hired or until the list of Eligible Class Members expressing an interest in employment is exhausted, whichever occurs first. According to the terms of the applicable Collective Bargaining Agreement between NIPSCO and the United Steel Workers (USW) Local 12775, hires under this Agreement to the Custodian A position will serve a six (6) month probationary period.
- b. As positions become available at the Merrillville, IN establishment, NIPSCO will consider qualified Eligible Class Members not currently employed by NIPSCO who express an interest in employment with NIPSCO until 8 Eligible Class Members are hired in the Customer Service Representative position or until the list of Eligible Class Members expressing an interest in employment is exhausted, whichever occurs first. Eligible Class Members will have priority over all other candidates for hire into the Customer Service Representative position at the Merrillville, IN establishment until 8 qualified Eligible Class Members are hired or until the list of Eligible Class Members expressing an interest in employment is exhausted, whichever occurs first. According to the terms of the applicable Collective Bargaining Agreement between NIPSCO and USW Local 13796, hires under this Agreement to full-time Customer Service Representative positions will serve a nine (9) month probationary period, and hires to part-time Customer Service Representative positions will serve a probationary period of the first one thousand, five hundred and sixty (1560) hours worked.
- c. Eligible Class Members will be considered in the order that NIPSCO receives their Verification & Interest Forms. If NIPSCO receives more than one response on any given day, those Eligible Class Members will be considered for employment based on the date of their original application. NIPSCO must complete its hiring obligations under this section within 24

⁴ NIPSCO no longer hires Meter Readers from external sources. NIPSCO and OFCCP agree that NIPSCO will hire Eligible Class members into the Custodian A position, which NIPSCO and OFCCP agree are comparable to Meter Reader positions in terms of pay and opportunities for advancement.

⁵ A black female hired at the Gary, IN establishment shall count toward the shortfall of either blacks, or females, but not both, at NIPSCO's discretion.

months of the Effective Date of this Agreement. OFCCP may extend the term of this Agreement for up to 12 months or until NIPSCO satisfies its hiring requirements, whichever occurs first.

- d. Eligible Class Members will be allowed at least 14 calendar days to report for work after receiving a written job offer from NIPSCO. All job offers, including job offers made and documentation of reasons for rejection, will be available for review by OFCCP. The Eligible Class Members hired into the Custodian A position at the Gary, IN establishment must be paid at least at the rate for employees in this position with 46 months of tenure. The Eligible Class Members hired into the Customer Service Representative position at the Merrillville, IN establishment must be paid at least at the rate for employees in this position with 52 months of tenure. All Eligible Class Members hired by NIPSCO must be provided with the same benefits and opportunity to earn overtime and shift differentials as other similarly situated employees. Eligible Class Members hired into the Custodian A position at the Gary, IN establishment must receive retroactive seniority of 46 months for all purposes, including wage rate, job retention, job bidding and benefits. Eligible Class Members hired into the Customer Service Representative position at the Merrillville, IN establishment must receive retroactive seniority of 52 months for all purposes, including wage rate, job retention, job bidding and benefits.
- e. All Eligible Class Members considered for priority hire under this Agreement shall be subject to the same selection procedures as other applicants including background check and drug and alcohol testing. Hired Class Members will receive no back-pay or retroactive compensation apart from what is provided in the Monetary Relief provisions of this Agreement. They will not receive retroactive 401(k), pension, Corporate Incentive Program, signing bonus, or other benefits (however, Hired Class Members' seniority dates for purposes of calculating future benefit contributions shall be their adjusted dates pursuant to this Agreement). Should a hired Class Member under this Agreement already be employed with NIPSCO at the time of selection/hire under this Agreement, their seniority, pay, and benefits shall be dictated by the terms of this Agreement and supersede their prior NIPSCO seniority, pay, and benefits. Hired Class Members already employed by NIPSCO will be made aware of their seniority, pay, and benefits as dictated by this Agreement and shall be permitted to decline hire hereunder and return to their prior employment if the pay or benefits are not desirable to them.
- f. Eligible Class Members hired into Customer Service Representative positions shall start work as part-time Customer Service Representatives. These part-time Customer Service Representatives will

work a probationary period of not less than nine months, which will include a training period of approximately six months. During the training period, Customer Service Representatives are not eligible for overtime unless they have completed training on the overtime work and are qualified to perform it. Also during the training period, while Customer Service Representatives hired under this Agreement will have seniority eligibility for sick and vacation time, such Customer Service Representatives shall not be permitted to use sick or vacation time during the training period. Customer Service Representatives hired under this Agreement shall not be eligible to become At-Home Agents or Senior Customer Service Representatives until 42 months after hire.

- g. Nothing herein shall be construed to modify, amend, or supersede any right or benefit set forth in any collective bargaining agreement or collectively bargained pension or welfare plan covering NIPSCO employees represented by United Steelworkers and its Local Unions 12775 and 13796, except as specifically addressed herein.

2. Revised Hiring Process.

- a. Eliminate Discriminatory Selection Procedures. NIPSCO agrees it has ceased use, at NIPSCO and all NiSource and subsidiary locations, of the Manpower test used as selection criteria for the Customer Service Representative position at the Merrillville facility during the time period from January 1, 2013, through December 31, 2013. NIPSCO agrees to comply with all OFCCP regulations concerning selection procedures, including 41 CFR 60-3. NIPSCO will not use any selection procedure that has an adverse impact, as defined in 41 CFR 60-3.4D, on applicants of a particular race, ethnicity, or sex unless it properly validates the procedure pursuant to these regulations.
- b. Review and Revisions Required. NIPSCO will revise, in writing, the practices, policies and procedures it uses to select applicants for Custodian A and Customer Service Representative positions (hereinafter "Revised Hiring Process") within the timeframes specified in Attachment C. Specifically, NIPSCO will:
 - i. Ensure all policies and qualification standards are uniformly applied to all applicants at all stages in its selection procedures; and
 - ii. List clearly on its recruiting materials and job postings the minimum qualifications, including required skills and certifications.
- c. Recordkeeping and Retention. NIPSCO will write and implement procedures to ensure that applicants are tracked and decisions are

documented at each step in the hiring process. NIPSCO will write and implement procedures to ensure that documents are retained in accordance with 41 CFR 60-1.12(a) and Part 60-3.

d. Training.

- i. Revised selection process. NIPSCO will train all individuals involved in any way in recruiting, selecting, or tracking applicants for Custodian A and Customer Service Representative positions on the Revised Hiring Process and OFCCP's recordkeeping obligations. 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. Specific attention will be directed to ensure that black and female applicants, who benefit from the provisions of this agreement, are not retaliated against. NIPSCO will maintain a record of the date of each training, and the name and job title of each employee attending each training.
 - ii. Equal Employment Opportunity Obligations. NIPSCO will meet with management and all individuals responsible for the selection process and review its equal employment obligations and nondiscrimination policies related to hiring. NIPSCO will maintain a record of the date of each meeting, and the name and job title of each employee attending each meeting.
- e. Monitoring. NIPSCO agrees to monitor selection rates at each step of its selection process for Custodian A and Customer Service Representative positions. Where it is determined that a selection procedure has an adverse impact, as defined in 41 CFR 60-3.4D, on the hiring of applicants of a particular race or gender, NIPSCO will eliminate the 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. NIPSCO agrees to maintain and make available to OFCCP for inspection records concerning any adverse impact selection process for the Custodian A position at the Gary, IN establishment and the Customer Service Representative position at the Merrillville, IN establishment. This includes the number of persons hired by race and sex, the number of applicants who applied by race and sex, and the selection procedures utilized. This information will be maintained until the expiration of this Agreement or as long as required by the regulations, whichever is later.

Part IV. REPORTS REQUIRED

- A. NIPSCO must submit the documents and reports described below to the attention of Michael J. Thomas, OFCCP Chicago District Director, located at 230 S. Dearborn Street, Room 434, Chicago, IL 60604. NIPSCO deems any and all documents and reports required by this Agreement private and confidential. OFCCP agrees that it will not release these confidential reports to the public.
- B. Within 60 calendar days of the Effective Date of this Agreement, NIPSCO will submit a copy of the written Revised Hiring Process described in Part III Section D.2. Additionally, NIPSCO will submit evidence that it has written and implemented procedures to ensure that personnel records are retained in accordance with 41 CFR 60-1.12(a) and Part 60-3.
- C. Within 90 calendar days of the Effective Date of this Agreement, NIPSCO will submit documentation of the training on the company's revised selection process, equal employment opportunity obligations, and training assessment described in Part III Section D.2.d.
- D. Within the prescribed timeframes, NIPSCO must submit all documents and information referenced in Part III Sections C and D.
- E. NIPSCO will submit a total of two progress reports pursuant to this Agreement. The first report will cover the 12 month period following the Effective Date of this Agreement. The subsequent report will cover the successive twelve month period. All reports must be submitted within 30 calendar days after the close of that reporting period and must clearly distinguish between NIPSCO-Gary and NIPSCO-Merrillville documents. NIPSCO will submit the following in each progress report:
1. Documentation of attempts to contact all Class Members in Attachment A and the current disposition of each applicant contacted, including copies of notification letters sent.
 2. Copies of all letters, including Attachment B, returned by Class Members, as well as Notices returned as undeliverable.
 3. Documentation of monetary payments to all Eligible Class Members as specified in Part III. The documentation must include the names of Eligible Class Members who were paid, and, for each Eligible Class Member, the number and amount of the check and the date the check cleared the bank. NIPSCO must provide OFCCP with copies of all canceled checks upon request.
 4. Documentation of specific hiring activity for Eligible Class Members who were hired in the Custodian A and Customer Service Representative positions in

accordance with this Agreement, including name, date of hire, job title hired into, rate of pay, and proof of retroactive seniority and benefits.

5. For Eligible Class Members who were considered for employment but were not hired, NIPSCO will provide the reason for non-placement along with all relevant documentation (e.g., documentation that the Eligible Class Member declined a job offer).
6. The total number of applicants and hires and the breakdown by race, sex and ethnic group for the Custodian A and Customer Service Representative positions during the reporting period.
7. For the Custodian A and Customer Service Representative positions, NIPSCO's analysis and results as to whether its total selection process has adverse impact, as defined by 41 CFR 60-3.4D, based on sex, race and ethnicity. For the purposes of the analysis, NIPSCO must not include hires made of Eligible Class Members pursuant to this Agreement in that analysis; NIPSCO 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.
8. For each instance where the total selection process has an adverse impact based on sex, race or ethnicity, as defined by 41 CFR 60-3.4D, the results of NIPSCO's evaluation of the individual components of the selection process.
9. Documentation indicating the actions taken by NIPSCO upon determining that any component of the selection process has an adverse impact based on sex, race or ethnicity for applicants to Custodian A or Customer Service Representative positions.
10. The name and job title of each employee attending the training discussed in Section III.D.2.d.i, including the date of each training. Additionally, the name and job title of each employee attending each meeting discussed in Section III.D.2.d.ii, including the date of each meeting.
11. Information and supporting documentation pertaining to the conversion of any Class Members hired pursuant to this Agreement to the Customer Service Representative position from part time to full time status.
12. Information and supporting documentation pertaining to any changes in hourly pay rate for hired Class Members, from the date of hire through the end of each respective progress reporting period. Please include information explaining the reason for any such changes.
13. A copy of the current EO 11246 AAP, pursuant to 41 CFR 60-2.10(b), in effect at each facility on the reporting date.

- F. NIPSCO will retain all records and data pertinent to the violations resolved by this Agreement and/or used to prepare required reports until this Agreement expires or as long as required by OFCCP's regulations, whichever date occurs later.

ATTACHMENTS

- A. List of Affected Class Members
- B. Notice Documents (Notice, Verification & Interest Form, Claims Release Form)
 - 1. Gary, IN – Female Class Members
 - B(1)(A): Notice Document – Gary, IN
 - B(1)(B): Verification & Interest Form – Gary, IN
 - B(1)(C): Claims Release Form – Gary, IN
 - 2. Gary, IN – Black Class Members
 - B(2)(A): Notice Document – Gary, IN
 - B(2)(B): Verification & Interest Form – Gary, IN
 - B(2)(C): Claims Release Form – Gary, IN
 - 3. Merrillville, IN – Black Class Members
 - B(3)(A): Notice Document – Merrillville, IN
 - B(3)(B): Verification & Interest Form – Merrillville, IN
 - B(3)(C): Claims Release Form – Merrillville, IN
- C. Notice and Financial Remedy Timeline

Part V. SIGNATURES

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

This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and Northern Indiana Public Service Company.

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

[NAME] Donald Brown
[TITLE] EVP and CFO
Northern Indiana Public Service Company

Date: 10/8/19

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

Vernon Beck
President
USW, Local Union No. 12775

Date: 10/15/19

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

Jill Serbon
President
USW, Local Union No. 13796

Date: 10-14-19

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

David Jury
General Counsel
USW International Union

Date: 10-10-19

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

(b) (7)(E), (b) (7)(C)
Compliance Officer
OFCCP, Chicago District Office

Date: 10/17/2019

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

(b) (7)(E), (b) (7)(C)
Compliance Officer
OFCCP, Chicago District Office

Date: 10/17/2019

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

Adam Young
Assistant District Director
OFCCP, Chicago District Office

Date: 10/17/2019

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

Shelley Gordon
Assistant District Director
OFCCP, Chicago District Office

Date: 10/17/19

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

Michael J. Thomas
District Director
OFCCP, Chicago District Office

Date: 10/17/2019

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

Carmen Navarro
Acting Regional Director
OFCCP, Midwest Region

Date: 10/18/2019

Attachment A

Black Class Member List – Temporary Meter Reader
NIPSCO – Gary, Indiana

#	Last Name	First Name
1	(b) (6), (b) (7)(C)	
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74	G	(b) (6), (b) (7)(C)
75	G	(b) (6), (b) (7)(C)
76	H	(b) (6), (b) (7)(C)
77	H	(b) (6), (b) (7)(C)
78	H	(b) (6), (b) (7)(C)
79	H	(b) (6), (b) (7)(C)
80	H	(b) (6), (b) (7)(C)
81	H	(b) (6), (b) (7)(C)
82	H	(b) (6), (b) (7)(C)
83	H	(b) (6), (b) (7)(C)
84	H	(b) (6), (b) (7)(C)
85	H	(b) (6), (b) (7)(C)
86	H	(b) (6), (b) (7)(C)
87	H	(b) (6), (b) (7)(C)
88	H	(b) (6), (b) (7)(C)
89	J	(b) (6), (b) (7)(C)
90	J	(b) (6), (b) (7)(C)
91	J	(b) (6), (b) (7)(C)
92	J	(b) (6), (b) (7)(C)
93	j	(b) (6), (b) (7)(C)
94	J	(b) (6), (b) (7)(C)
95	J	(b) (6), (b) (7)(C)
96	J	(b) (6), (b) (7)(C)
97	J	(b) (6), (b) (7)(C)
98	j	(b) (6), (b) (7)(C)
99	J	(b) (6), (b) (7)(C)
100	J	(b) (6), (b) (7)(C)
101	J	(b) (6), (b) (7)(C)
102	J	(b) (6), (b) (7)(C)
103	K	(b) (6), (b) (7)(C)
104	K	(b) (6), (b) (7)(C)
105	K	(b) (6), (b) (7)(C)
106	K	(b) (6), (b) (7)(C)
107	K	(b) (6), (b) (7)(C)
108	K	(b) (6), (b) (7)(C)
109	L	(b) (6), (b) (7)(C)
110	L	(b) (6), (b) (7)(C)
111	L	(b) (6), (b) (7)(C)
112	L	(b) (6), (b) (7)(C)
113	L	(b) (6), (b) (7)(C)
114	L	(b) (6), (b) (7)(C)

115	(b) (6), (b) (7)(C)
116	(b) (6), (b) (7)(C)
117	(b) (6), (b) (7)(C)
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119	(b) (6), (b) (7)(C)
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123	(b) (6), (b) (7)(C)
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125	(b) (6), (b) (7)(C)
126	(b) (6), (b) (7)(C)
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128	(b) (6), (b) (7)(C)
129	(b) (6), (b) (7)(C)
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132	(b) (6), (b) (7)(C)
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134	(b) (6), (b) (7)(C)
135	(b) (6), (b) (7)(C)
136	(b) (6), (b) (7)(C)
137	(b) (6), (b) (7)(C)
138	(b) (6), (b) (7)(C)
139	(b) (6), (b) (7)(C)
140	(b) (6), (b) (7)(C)
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Female Class Member List – Temporary Meter Reader
NIPSCO – Gary, Indiana

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**Black Class Member List – Customer Service Representative
NIPSCO – Merrillville, Indiana**

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ATTACHMENT B(1)(A)

NOTICE TO AFFECTED CLASS MEMBERS

You may be eligible to get money and a job because of a legal settlement between NIPSCO 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 Northern Indiana Public Service Company ("NIPSCO") 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 an opportunity for a job with NIPSCO.

ARE YOU AFFECTED?

Females who applied and were not hired for the Temporary Meter Reader position at NIPSCO's Gary, Indiana location during the period January 1, 2013, through July 31, 2014, 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 NIPSCO's hiring practices during January 1, 2013, through July 31, 2014. OFCCP is the government agency responsible for enforcing the equal employment opportunity and affirmative action requirements that apply to federal contractors. OFCCP issued a Notice of Violation alleging that NIPSCO discriminated against females in hiring for the Temporary Meter Reader position during January 1, 2013, through July 31, 2014. NIPSCO denies those claims. Ultimately, although NIPSCO disagreed with OFCCP's findings, NIPSCO has agreed to resolve the claims through a Conciliation Agreement. A Conciliation Agreement is a legal document that explains the terms of an agreement to settle a Notice of Violations issued by OFCCP.

WHAT DOES THIS MEAN FOR YOU?

Because you applied for the Temporary Meter Reader 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 \$1321 (before taxes). This payment represents your share of back wages and interest NIPSCO 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. Because NIPSCO no longer hires into the Meter Reader position, NIPSCO will be making job offers for the entry-level Custodian A position 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 NIPSCO, please express your interest on the enclosed Claim Form.

To get these benefits, you will need to release (give up) certain legal claims, and sign the enclosed Claim and Release forms.

WHAT IS YOUR NEXT STEP?

You should read this Notice, the Claim and Release forms, and any other information you received from the U.S. Department of Labor or the Settlement Administrator, **xxxx**.

Please do not ignore these documents or throw them away. Otherwise, you could miss an opportunity to receive money and job with NIPSCO.

To be eligible for a payment and job, you must complete, sign, and return both the following enclosed documents, (1) Verification & Interest Form and (2) Claims Release Form by **[X date]** to:

Settlement Administrator
OFCCP – NIPSCO
(NAME)
(TITLE)
(ADDRESS)

The documents must be received by **[insert actual 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 documents, a final decision will be made about your eligibility.

If you fail to return both of the required documents by the deadline or if your documents do not verify your eligibility you will not be eligible to receive any money, consideration for job opportunities or any other relief provided to you by the settlement.

HOW CAN YOU GET MORE INFORMATION?

If you have any questions, you may contact [NAME] at NIPSCO at [PHONE NUMBER], or OFCCP Assistant District Director Adam Young at (b) (7)(C), (b) (7)(E) or via e-mail at (b) (7)(C), (b) (7)(E)@dol.gov. You can also visit the U.S. Department of Labor website about this case at www.dol.gov/ofccp/cml.

ATTACHMENT B(1)(B)

Information Verification & Employment Interest Form
("Verification & Interest Form") – Affected Applicants

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

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

DEADLINE TO RESPOND IS **XX DAY, XX MONTH, XXXX YEAR**

If you complete this Verification & Interest Form, 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 an award such as money or a job offer, you must complete and return this Verification & Interest Form and Claims Release Form postmarked or hand-delivered on or before **[Deadline above]**, to:

Settlement Administrator

OFCCP – NIPSCO

(NAME)

(TITLE)

(ADDRESS)

If you do not submit a properly completed Verification & Interest Form and Claims Release Form on or before **[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.**

Enclosed is a stamped, pre-addressed envelope you can use.

This Verification & 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.

Step 1: Please confirm [or provide] the following contact information to process your payment (print legibly).

Name: _____

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 within the next three months, or contact us if you have any questions about this verification & interest form, the notice, or the settlement.

Settlement Administrator

OFCCP – NIPSCO

(NAME)

(TITLE)

(ADDRESS)

1-XXX-XXX-XXXX

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

Yes, I am interested in the Custodian A position with NIPSCO at Gary, Indiana.

No, I am not currently interested in the Custodian A position with NIPSCO at Gary, Indiana.

I am currently employed by NIPSCO.

Step 3: Sign and return along with the Release Form.

I certify the above as true and correct.

Signature

Date

ATTACHMENT B(1)(C)

RELEASE OF CLAIMS UNDER EXECUTIVE ORDER 11246
("Claims Release Form")

**PLEASE CAREFULLY READ THE ENCLOSED NOTICE BEFORE
COMPLETING THIS RELEASE. YOU MUST RETURN A SIGNED RELEASE TO
RECEIVE MONEY AND/OR A POTENTIAL JOB OFFER FROM THE
SETTLEMENT**

This Release of Claims under Executive Order 11246 ("Release") is a legal document. This document states that in return for Northern Indiana Public Service Company ("NIPSCO") providing you with money and/or a potential job offer, you agree that you will not file any lawsuit against NIPSCO for allegedly violating Executive Order 11246 in connection with its selection procedures for applicants for the Temporary Meter Reader position. It also states that NIPSCO does not admit it violated any laws. This Release states 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 states that if you do not sign and return the document by a certain date, you will not receive any money and/or a potential job offer.

In consideration of the payment of at least \$1321 (less deductions required by law) and/or a potential job offer for the Custodian A position by NIPSCO to me, which I agree is acceptable, I agree to the following:

I.

I hereby waive, release and forever discharge NIPSCO, its predecessors, successors, related entities, parents, subsidiaries, affiliates and organizations, and its and their shareholders, owners, 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 which relate in any way to its selection procedures for applicants for the Temporary Meter Reader position during the period of January 1, 2013, through July 31, 2014.

II.

I understand that NIPSCO denies that it treated me unlawfully or unfairly in any way and that NIPSCO 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 without further legal proceedings all issues related to OFCCP's compliance review of NIPSCO initiated on

August 22, 2014. I further agree that the payment of the aforesaid sum and/or a potential job offer by NIPSCO to me is not to be construed as an admission of any liability by NIPSCO.

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.

I understand that if I do not sign this Release and return it to Settlement Administrator, OFCCP-NIPSCO, c/o (NAME), (TITLE) and (ADDRESS) such that it is received by [DATE], I will not be entitled to receive any payment (less deductions required by law) and/or a potential job offer from NIPSCO.

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

Signature: _____

Date: _____

Printed Name: _____

ATTACHMENT B(2)(A)

NOTICE TO AFFECTED CLASS MEMBERS

You may be eligible to get money and a job because of a legal settlement between NIPSCO 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 Northern Indiana Public Service Company ("NIPSCO") 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 an opportunity for a job with NIPSCO.

ARE YOU AFFECTED?

Black applicants who applied and were not hired for the Temporary Meter Reader position at NIPSCO's Gary, Indiana location during the period January 1, 2013, through July 31, 2014, 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 NIPSCO's hiring practices during January 1, 2013, through July 31, 2014. OFCCP is the government agency responsible for enforcing the equal employment opportunity and affirmative action requirements that apply to federal contractors. OFCCP issued a Notice of Violation alleging that NIPSCO discriminated against blacks in hiring for the Temporary Meter Reader position during January 1, 2013, through July 31, 2014. NIPSCO denies those claims. Ultimately, although NIPSCO disagreed with OFCCP's findings, NIPSCO has agreed to resolve the claims through a Conciliation Agreement. A Conciliation Agreement is a legal document that explains the terms of an agreement to settle a Notice of Violations issued by OFCCP.

WHAT DOES THIS MEAN FOR YOU?

Because you applied for the Temporary Meter Reader 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 \$1321 (before taxes). This payment represents your share of back wages and interest NIPSCO 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. Because NIPSCO no longer hires into the Meter Reader position, NIPSCO will be making job offers for the entry-level Custodian A position 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 NIPSCO, please express your interest on the enclosed Claim Form.

To get these benefits, you will need to release (give up) certain legal claims, and sign the enclosed Claim and Release forms.

WHAT IS YOUR NEXT STEP?

You should read this Notice, the Claim and Release forms, and any other information you received from the U.S. Department of Labor or the Settlement Administrator, xxxx.

Please do not ignore these documents or throw them away. Otherwise, you could miss an opportunity to receive money and job with NIPSCO.

To be eligible for a payment and job, you must complete, sign, and return both the following enclosed documents, (1) Verification & Interest Form and (2) Claims Release Form by [X date] to:

Settlement Administrator
OFCCP – NIPSCO
(NAME)
(TITLE)
(ADDRESS)

The documents must be received by [insert actual 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 documents, a final decision will be made about your eligibility.

If you fail to return both of the required documents by the deadline or if your documents do not verify your eligibility you will not be eligible to receive any money, consideration for job opportunities or any other relief provided to you by the settlement.

HOW CAN YOU GET MORE INFORMATION?

If you have any questions, you may contact [NAME] at NIPSCO at [PHONE NUMBER], or OFCCP Assistant District Director Adam Young at (b) (7)(C), (b) (7)(E) or via e-mail at (b) (7)(C), (b) (7)(E)@dol.gov. You can also visit the U.S. Department of Labor website about this case at www.dol.gov/ofccp/cml.

ATTACHMENT B(2)(B)

Information Verification & Employment Interest Form
("Verification & Interest Form") – Affected Applicants

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

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

DEADLINE TO RESPOND IS **XX DAY, XX MONTH, XXXX YEAR**

If you complete this Verification & Interest Form, 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 an award such as money or a job offer, you must complete and return this Verification & Interest Form and Claims Release Form postmarked or hand-delivered on or before **[Deadline above]**, to:

Settlement Administrator

OFCCP – NIPSCO

(NAME)

(TITLE)

(ADDRESS)

If you do not submit a properly completed Verification & Interest Form and Claims Release Form on or before **[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.**

Enclosed is a stamped, pre-addressed envelope you can use.

This Verification & 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.

Step 1: Please confirm [or provide] the following contact information to process your payment (print legibly).

Name: _____

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 within the next three months, or contact us if you have any questions about this verification & interest form, the notice, or the settlement.

Settlement Administrator

OFCCP – NIPSCO

(NAME)

(TITLE)

(ADDRESS)

1-XXX-XXX-XXXX

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

Yes, I am interested in the Custodian A position with NIPSCO at Gary, Indiana.

No, I am not currently interested in the Custodian A position with NIPSCO at Gary, Indiana.

I am currently employed by NIPSCO.

Step 3: Sign and return along with the Release Form.

I certify the above as true and correct.

Signature

Date

ATTACHMENT B(2)(C)

RELEASE OF CLAIMS UNDER EXECUTIVE ORDER 11246
("Claims Release Form")

**PLEASE CAREFULLY READ THE ENCLOSED NOTICE BEFORE
COMPLETING THIS RELEASE. YOU MUST RETURN A SIGNED RELEASE TO
RECEIVE MONEY AND/OR A POTENTIAL JOB OFFER FROM THE
SETTLEMENT**

This Release of Claims under Executive Order 11246 ("Release") is a legal document. This document states that in return for Northern Indiana Public Service Company ("NIPSCO") providing you with money and/or a potential job offer, you agree that you will not file any lawsuit against NIPSCO for allegedly violating Executive Order 11246 in connection with its selection procedures for applicants for the Temporary Meter Reader position. It also states that NIPSCO does not admit it violated any laws. This Release states 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 states that if you do not sign and return the document by a certain date, you will not receive any money and/or a potential job offer.

In consideration of the payment of at least \$1321 (less deductions required by law) and/or a potential job offer for the Custodian A position by NIPSCO to me, which I agree is acceptable, I agree to the following:

I.

I hereby waive, release and forever discharge NIPSCO, its predecessors, successors, related entities, parents, subsidiaries, affiliates and organizations, and its and their shareholders, owners, 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 which relate in any way to its selection procedures for applicants for the Temporary Meter Reader position during the period of January 1, 2013, through July 31, 2014.

II.

I understand that NIPSCO denies that it treated me unlawfully or unfairly in any way and that NIPSCO 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 without further legal proceedings all issues related to OFCCP's compliance review of NIPSCO initiated on

August 22, 2014. I further agree that the payment of the aforesaid sum and/or a potential job offer by NIPSCO to me is not to be construed as an admission of any liability by NIPSCO.

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.

I understand that if I do not sign this Release and return it to Settlement Administrator, OFCCP-NIPSCO, c/o (NAME), (TITLE) and (ADDRESS) such that it is received by [DATE], I will not be entitled to receive any payment (less deductions required by law) and/or a potential job offer from NIPSCO.

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

Signature: _____

Date: _____

Printed Name: _____

ATTACHMENT B(3)(A)

NOTICE TO AFFECTED CLASS MEMBERS

You may be eligible to get money and a job because of a legal settlement between NIPSCO 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 Northern Indiana Public Service Company ("NIPSCO") 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 an opportunity for a job with NIPSCO.

ARE YOU AFFECTED?

Black applicants who applied and were not hired for the Customer Service Representative position at NIPSCO's Merrillville, Indiana location during the period January 1, 2013, through December 31, 2013, 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 NIPSCO's hiring practices during January 1, 2013, through December 31, 2013. OFCCP is the government agency responsible for enforcing the equal employment opportunity and affirmative action requirements that apply to federal contractors. OFCCP alleges NIPSCO discriminated against blacks in hiring for the Customer Service Representative position during January 1, 2013, through December 31, 2013. NIPSCO denies those claims. Ultimately, although NIPSCO disagreed with OFCCP's findings, NIPSCO has agreed to resolve the claims through a Conciliation Agreement. A Conciliation Agreement is a legal document that explains the terms of an agreement to settle a Notice of Violations issued by OFCCP.

WHAT DOES THIS MEAN FOR YOU?

Because you applied for the Customer Service Representative 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 \$259 (before taxes). This payment represents your share of back wages and interest NIPSCO 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. NIPSCO will be making job offers for the Customer Service Representative position 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 NIPSCO, please express your interest on the enclosed Claim Form.

To get these benefits, you will need to release (give up) certain legal claims, and sign the enclosed Claim and Release forms.

WHAT IS YOUR NEXT STEP?

You should read this Notice, the Claim and Release forms, and any other information you received from the U.S. Department of Labor or the Settlement Administrator, **xxxx**.

Please do not ignore these documents or throw them away. Otherwise, you could miss an opportunity to receive money and job with NIPSCO.

To be eligible for a payment and job, you must complete, sign, and return both the following enclosed documents, (1) Verification & Interest Form and (2) Claims Release Form by **[X date]** to:

Settlement Administrator
OFCCP – NIPSCO

(NAME)

(TITLE)

(ADDRESS)

The documents must be received by **[insert actual 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 documents, a final decision will be made about your eligibility.

If you fail to return both of the required documents by the deadline or if your documents do not verify your eligibility you will not be eligible to receive any money, consideration for job opportunities or any other relief provided to you by the settlement.

HOW CAN YOU GET MORE INFORMATION?

If you have any questions, you may contact **[NAME]** at NIPSCO at **[PHONE NUMBER]**, or OFCCP Compliance Officer **(b) (7)(C), (b) (7)(E)** at **(b) (7)(C), (b) (7)(E)** or via e-mail at

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

ATTACHMENT B(3)(B)

Information Verification & Employment Interest Form
("Verification & Interest Form") – Affected Applicants

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

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

DEADLINE TO RESPOND IS **XX DAY, XX MONTH, XXXX YEAR**

If you complete this Verification & Interest Form, 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 an award such as money or a job offer, you must complete and return this Verification & Interest Form and Claims Release Form postmarked or hand-delivered on or before **[Deadline above]**, to:

Settlement Administrator

OFCCP – NIPSCO

(NAME)

(TITLE)

(ADDRESS)

If you do not submit a properly completed Verification & Interest Form and Claims Release Form on or before **[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.**

Enclosed is a stamped, pre-addressed envelope you can use.

This Verification & 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.

Step 1: Please confirm [or provide] the following contact information to process your payment (print legibly).

Name: _____

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 within the next three months, or contact us if you have any questions about this verification & interest form, the notice, or the settlement.

Settlement Administrator
OFCCP – NIPSCO

(NAME)

(TITLE)

(ADDRESS)

1-XXX-XXX-XXXX

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

Yes, I am still interested in the Customer Service Representative position with NIPSCO in Merrillville, Indiana.

No, I am not currently interested in the Customer Service Representative position with NIPSCO in Merrillville, Indiana.

I am currently employed by NIPSCO.

Step 3: Sign and return along with the Release Form.

I certify the above as true and correct.

Signature

Date

ATTACHMENT B(3)(C)

RELEASE OF CLAIMS UNDER EXECUTIVE ORDER 11246
("Claims Release Form")

**PLEASE CAREFULLY READ THE ENCLOSED NOTICE BEFORE
COMPLETING THIS RELEASE. YOU MUST RETURN A SIGNED RELEASE TO
RECEIVE MONEY AND/OR A POTENTIAL JOB OFFER FROM THE
SETTLEMENT**

This Release of Claims under Executive Order 11246 ("Release") is a legal document. This document states that in return for Northern Indiana Public Service Company ("NIPSCO") providing you with money and/or a potential job offer, you agree that you will not file any lawsuit against NIPSCO for allegedly violating Executive Order 11246 in connection with its selection procedures for applicants for the Customer Service Representative position. It also states that NIPSCO does not admit it violated any laws. This Release states 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 states that if you do not sign and return the document by a certain date, you will not receive any money and/or a potential job offer.

In consideration of the payment of at least \$259 (less deductions required by law) and/or a potential job offer for the Customer Service Representative position by NIPSCO to me, which I agree is acceptable, I agree to the following:

I.

I hereby waive, release and forever discharge NIPSCO, its predecessors, successors, related entities, parents, subsidiaries, affiliates and organizations, and its and their shareholders, owners, 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 which relate in any way to its selection procedures for applicants for the Customer Service Representative position during the period of January 1, 2013, through December 31, 2013.

II.

I understand that NIPSCO denies that it treated me unlawfully or unfairly in any way and that NIPSCO 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 without further legal proceedings all issues related to OFCCP's compliance review of NIPSCO initiated on

October 29, 2014. I further agree that the payment of the aforesaid sum and/or a potential job offer by NIPSCO to me is not to be construed as an admission of any liability by NIPSCO.

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.

I understand that if I do not sign this Release and return it to Settlement Administrator, OFCCP-NIPSCO, c/o (NAME), (TITLE) and (ADDRESS) such that it is received by [DATE], I will not be entitled to receive any payment (less deductions required by law) and/or a potential job offer for the Customer Service Representative position.

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

Signature: _____

Date: _____

Printed Name: _____

Attachment C

CA Signed by OFCCP Regional Director: Effective Date		
10/18/2019		
Establishment of Account for Settlement Fund		
Estimated Due Date	# of Days	Action Required
11/17/2019	30	Contractor opens account for settlement fund
11/22/2019	5	Within 5 days of establishing the account, contractor notifies OFCCP that account is open.
Establishing Eligible Class Members		
Estimated Due Date	# of Days	Action Required
11/17/2019	30	Contractor sends first notice within 30 days of effective date.
01/16/2020	60	Within 60 days from the first mailing of the notice, contractor will provide OFCCP with information about undeliverable letters and nonresponsive Class Members.
01/31/2020	15	OFCCP will have 15 days to attempt to identify updated addresses for these individuals and send the list to contractor.
02/05/2020	5	Contractor sends second mailing within 5 days of receipt of alternative addresses.
04/15/2020	180	Response deadline: Class Members instructed to respond within 180 calendar days from effective date (150 days from initial mailing to respond).
05/05/2020	200	Within 200 days of the effective date, Contractor will send OFCCP list of final Eligible Class Members (ECMs) who responded to notices in accordance with the agreement.
05/20/2020	15	Upon receipt of the list of ECMs, OFCCP will approve within 15 days.
Disbursement of Settlement Fund		
Estimated Due Date	# of Days	Action Required
06/19/2020	30	Within 30 days of OFCCP approving the ECM list, Contractor will disburse the settlement fund. ECMs will have 60 days to cash their checks.
Varies	7	Contractor will notify OFCCP within 7 calendar days of checks that were returned as undeliverable.
Varies	15	OFCCP has 15 days to provide alternate address to Contractor.
Varies	15	Contractor has 15 days to re-mail checks with new address provided by OFCCP.
10/17/2020	120	First Check Deadline: ECMs have 120 days after the initial date the check was mailed to cash checks. Any uncashed checks will go back into the settlement fund.
11/01/2020	15	Contractor will make second distribution 15 calendar days after initial checks are void.
12/16/2020	45	Second Check Deadline: ECMs who have been issued second checks have 45 days to cash checks. Any funds remaining after this deadline will be used for training in accordance with the agreement.
Employment		
Estimated Due Date	# of Days	Action Required
12/17/2019	60	Contractor provides revised hiring process to OFCCP.
01/16/2020	90	Contractor provides training documentation to OFCCP.

Progress Reports					
Report #	Days covered by report	Covering (Estimate)		Days to provide	Estimated Report Due
1	365	10/18/2019	10/17/2020	30	11/16/2020
2	365	10/18/2020	10/18/2021	30	11/17/2021