

CONCILIATION AGREEMENT

Between
THE U. S. DEPARTMENT OF LABOR
OFFICE OF FEDERAL CONTRACT COMPLIANCE PROGRAMS
And
ALSCO INC.
4700 DWIGHT EVANS ROAD
CHARLOTTE, NORTH CAROLINA 28217

PART I. PRELIMINARY STATEMENT

The Office of Federal Contract Compliance Programs ("OFCCP") evaluated the facility of AlSCO Inc. ("AlSCO") located at 4700 Dwight Evans Road Charlotte, North Carolina 28217, and found that AlSCO was not in compliance with the Executive Order 11246, as amended ("E.O. 11246") and its implementing regulations at 41 C.F.R. Sections 60-1, 60-2, 60-3. OFCCP notified AlSCO of the specific violations found and the corrective actions required in a Notice of Violation issued on March 28, 2016. 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 AlSCO enter into this contract ("Conciliation Agreement" or "Agreement") and agree to all the terms stated below.

PART II. GENERAL TERMS AND CONDITIONS

1. In exchange for AlSCO'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 AlSCO violates this Agreement. Nothing in this Agreement precludes OFCCP from initiating enforcement proceedings based on future compliance evaluations or complaint investigations.
2. 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. AlSCO will permit access to its premises during normal business hours for these purposes and will provide OFCCP with all reports and documents requested.
3. Nothing in this Agreement relieves AlSCO of its obligation to fully comply with the requirements of E.O. 11246, Section 503 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 793 ("Section 503"), the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. § 4212 ("VEVRAA"), their implementing regulations, and other applicable equal employment laws.

4. AlSCO will not 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).
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 and signed by all parties.
7. If 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 OFCCP's Southeast Region (the "Effective Date") unless the Director of OFCCP indicates otherwise within 30 calendar days of the date the Regional Director signs the Agreement.
9. This Agreement will expire 60 calendar days after AlSCO submits the final progress report required in Part IV (D), below, unless OFCCP notifies AlSCO in writing before the expiration date that AlSCO has not fulfilled all of its obligations under the Agreement, in which case the Agreement is automatically extended until the date that OFCCP determines AlSCO has met all of its obligations under the Agreement.
10. If AlSCO violates this Conciliation Agreement,
 - A. The procedures set forth at 41 C.F.R. § 60-1.34 will govern:
 - 1) If OFCCP believes that AlSCO violated any term of the Agreement while it was in effect, OFCCP will send AlSCO a written notice stating the alleged violations and summarizing any supporting evidence.
 - 2) AlSCO will have 15 calendar 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 AlSCO 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. Alsco 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.

11. This Agreement does not constitute an admission by Alsco of any violation of E.O. 11246, Section 503, VEVRAA or other laws, nor has there been an adjudicated finding that Alsco violated any laws.
12. Each party shall bear its own fees and expenses with respect to this matter.
13. This Agreement is limited to the facts of this case. Neither this Agreement, nor any part of the negotiations that occurred in connection with the creation of this Agreement, will constitute 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 Agreement.

PART III. SPECIFIC VIOLATIONS AND REMEDIES

1. VIOLATION

A. STATEMENT OF VIOLATION.

OFCCP found that Alsco is not in compliance with the nondiscrimination requirements of the equal opportunity clause of E.O. 11246 § 202 and 41 C.F.R. § 60-1.4(a)(1) 41 C.F.R. § 60-20.5. From at least as of January 1, 2012, Alsco discriminated against 22 female operatives by disproportionately hiring them into lower paying positions while hiring men into higher paying positions.

B. OFCCP'S FINDINGS.

OFCCP determined that the practice of hiring females into lower paying positions was based on sex and not based on legitimate differences in qualifications. Of ^{(b)(6)} female hires, (7)(E) of females were hired into higher paying positions, whereas (7)(E) male hires, (7)(E) males were hired into higher paying positions. This resulted in a shortfall of 5 females and a disparity that was statistically significant at (7)(E) standard deviations.

C. REMEDY FOR AFFECTED EMPLOYEES.

AlSCO will cease and desist all selection procedures that resulted in discrimination against female applicants for Operative positions alleged in this Violation, as required by 41 CFR § 60-1.4(a)(1).

1. **Notice.** Within 15 calendar days of the Effective Date of this Agreement, AlSCO will notify the 22 females listed at Attachment A (“Affected Employees”) of the terms of this Agreement by certified mail (return receipt) to each Affected Employee the Notice to Affected Employees (Attachment B, “Notice”), Information Verification & Employment Interest Form (Attachment C, “Interest Form”), Claim Form (Attachment D, “Claim”), and the Release of Claims under Executive Order 11246 (Attachment E, “Release”); and a postage paid return envelope. Affected Employees will have 30 calendar days from the date they receive the Notice to return the completed Interest Form, Claim and Release to AlSCO. AlSCO will notify OFCCP of all letters returned as undeliverable within 60 calendar days of the effective date of this Agreement. OFCCP will then attempt to obtain and provide updated addresses to AlSCO within 30 calendar days of receiving the list from AlSCO. AlSCO will have an additional 15 calendar days from receipt of the list of Affected Employees located by OFCCP with new addresses to notify the individuals of their status as Affected Employees (referred to as the “Second Notice”) and to determine their interest in employment using Attachments B, C, D, and E as described above.
2. **Eligibility.** All Affected Employees (listed on Attachment A) who sign and return the Claim and Release to AlSCO within 30 calendar days of the date they receive the envelope containing the first or second Notice, Interest Form, Claim and Release (“Eligible Affected Employees”) will receive the amount determined when OFCCP approves the final list of Eligible Affected Employees. Eligible Affected Employees, who sign and return the Interest Form thereby indicating an interest in higher paying job opportunities, will be eligible to be considered for higher paying positions pursuant to this Agreement provided that the affected employee meets the minimum qualifications, at the time that they apply, and that they successfully complete the selection process. The minimum qualifications and selection process will be no more stringent than it was during January 1, 2013 to December 31, 2013. If an affected employee receives but does not return the Release, Claim and Interest Form to AlSCO within 30 calendar days of the date they receive the envelope containing the first or second Notice, Interest Form, Claim and Release, she will no longer be entitled to any relief pursuant to this Agreement.

Within 15 calendar days after the response deadline set out in the Second Notice to Affected Employees, AlSCO will provide OFCCP with a list of the Eligible Affected Employees (individuals who returned the Interest Form by the respective deadline). Within 15 calendar days after receiving the list, OFCCP will approve the final list of Eligible Affected Employees, include a final distribution amount for each affected employee and/or discuss with AlSCO any issues necessary to finalize the list, such as the inclusion or exclusion of certain individuals.

All Affected Employees who appear on the final list of Eligible Affected Employees approved by OFCCP are entitled to a share of the monetary settlement regardless of whether they are interested in employment with AlSCO.

- 3. Monetary Settlement.** AlSCO agrees to distribute \$7,757.96; (\$7,199.41 in back pay and \$558.55 in interest), less deductions required by law on the portion representing back pay only (such as federal, state and/or local taxes and the Eligible Affected Employees' share of FICA taxes), as prescribed on the final Eligible Affected Employees list. AlSCO will pay the Internal Revenue Service ("IRS") the employer's share of social security withholdings and will mail each Eligible Affected Employee 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, if so required by IRS regulations. These IRS forms will be mailed at the end of the applicable tax year in which the funds are disbursed. AlSCO will disburse the monetary settlement within 30 calendar days after OFCCP approves the final list of Eligible Affected Employees.

Within 7 calendar days of AlSCO's receipt of a check to an Eligible Affected Employee returned as undeliverable, AlSCO will notify OFCCP of this fact via e-mail sent to Compliance Officer [REDACTED] (7)(C), (7)(E) @dol.gov. OFCCP will have 15 calendar days to locate the Eligible Affected Employee, and if OFCCP obtains an alternate address in the designated time period, AlSCO will re-mail the check within 5 calendar days 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 Affected Employee will be void.

- 4. Job Offers.** Via certified mail, AlSCO will offer Eligible Affected Employees an opportunity to apply for similar work and higher paying positions at its Charlotte, North Carolina establishment as opportunities arise until 5 Eligible Affected Employees accept the new position, or until the list of Eligible Affected Employees expressing an interest is exhausted, whichever occurs first. Until such time, such Eligible Affected Employees will have priority over all other candidates for hire. The written job offer shall include the job title and current starting hourly wage.

Eligible Affected Employees will be considered for higher paying job opportunities in the order that AlSCO receives their Employment Interest Form, and will be considered for open higher paying positions at AlSCO's Charlotte establishment only. If AlSCO receives more than one response on any given day, those Eligible Affected Employees will be considered for employment based on the date of their first original application to AlSCO. AlSCO will initiate its job offers to Eligible Affected Employees within 30 calendar days after the OFCCP notifies AlSCO of its approval of the final Eligible Affected Employee list and will complete its job offer obligations under this section within one (1) year of the Effective Date of this Agreement. If AlSCO is not able to make 5 offers of employment to Eligible Affected Employees or exhaust the list of Eligible Affected Employees expressing an interest within one (1) year, OFCCP may extend the hiring provision of this Agreement for up to twelve (12) months or until AlSCO satisfies its employment obligations, whichever occurs first.

Eligible Affected Employees will have five days to accept a job offer and will be allowed at least 14 calendar days to report for work after receiving a written job offer from AlSCO. Documentation of all hiring decisions, including job offers made and documentation of reasons for rejection will be available for review by OFCCP. The Eligible Affected Employees offered higher paying positions pursuant to this Agreement will be paid according to the current applicable wage rate and will be provided with the same benefits, training and opportunity to earn overtime and shift differentials as other employees.

5. **Retroactive Seniority.** Eligible Affected Employees who return to AlSCO for employment as a result of this Agreement will be given retroactive seniority dating back to the date each hired Affected Employee originally applied for employment. Such retroactive seniority shall be provided solely for purposes of vacation, paid personal business or illness days, hourly rate, Income Extension Aid, Family Medical Leave Act, and other mandated state or local laws.

D. NON-MONETARY REMEDIES.

AlSCO will ensure that all applicants are afforded equal employment opportunities. AlSCO agrees to immediately cease using the selection procedures, practices, and/or policies which negatively affected the assignment of female applicants for Operative positions. AlSCO agrees to implement the corrective actions detailed below.

1. **Revised Policies and Procedures.** AlSCO agrees to review and, as necessary, revise its job placement policies and procedures to ensure equal opportunity, regardless of race, ethnicity, or gender, as required by 41 C.F.R. § 60-1.4(a). This includes:
 - Ensuring all qualified applicants have an equal opportunity to apply for, express interest in, or be hired into operative positions for all work or duties regardless of sex, including disclosing to all applicants accurate information about the duties, rates of pay, benefits, working conditions and other aspects of employment for these positions.
 - Ensuring that AlSCO does not rely on stereotypes that have the purpose or effect of steering or channeling women into particular positions at hire or disproportionately assigning them particular work or duties, including encouraging or discouraging applicants from applying for or accepting employment into positions performing certain kinds of work.
 - Conducting regular reviews to ensure its selection practices are consistent with the Uniform Guidelines on Employee Selection Procedures, 41 CFR § 60-3, and with 41 CFR § 60-1.4(a)(1).
2. **Training.** AlSCO will provide training to all of its managers and supervisors and other personnel who are involved with or make job selection and job placement decisions, as well as to all human resources personnel. This training will include

subjects of equal employment opportunity rights and responsibilities, and training on any new policies and practices in effect pursuant to part A. This training will include a formal assessment. The assessment will ensure that managers, supervisors, and HR personnel who have completed the training understand and can implement the requirements to (1) follow gender, race, and ethnicity-neutral job selection and placement practices (2) consistently and fairly implement the new or revised written policies and procedures and (3) properly document the results of their decisions and retain appropriate records. AlSCO will submit to OFCCP documentation of the training pursuant to this section of the Agreement, including: training dates, cost, locations, percent of personnel staff who have completed the training; sign-in sheets showing printed names, job titles, and signatures of the attendees; names and job titles/ organization of the trainers, the number of hours of training provided, and a summary of the curriculum.

3. **Self-Analysis.** Pursuant to 41 C.F.R. 60-2.17(b), AlSCO will review annually its job placement policies and procedures to ensure they comply with 41 C.F.R. 60-1.4(a)(1). This includes:
 - Self-analysis of hires and placements, including analysis of any gender, race, and ethnic differences in number or type of positions, work, task or rates of pay offered to applicants.
 - Assessment of how managers at AlSCO are implementing the revised policies and procedures to ensure their actions are consistent with the requirements of 41 C.F.R. 60-1.4(a)(1).
4. **Recordkeeping.** Pursuant to 41 C.F.R. 60-1.12, AlSCO will ensure its managers properly document the results of all job placement decisions made pursuant to the revised policies and procedures, and properly maintain all records on the revised policies and procedures including any associated underlying data and information such as HRIS and payroll data, job applications, applicant and hire data, disposition codes, and personnel records, and any other records or data used to generate the required reports.

2. VIOLATION:

AlSCO failed to take affirmative action to recruit and advance women for jobs where they have been previously excluded. AlSCO's failure to take affirmative action resulted in the near exclusion of females in management positions and complete exclusion of females in AlSCO's Sales & Marketing and Maintenance positions. This is in violation of 41 C.F.R. § 60-1.4(a)(1) and 41 C.F.R. § 60-20.6 (a).

REMEDY:

AlSCO will take affirmative action to recruit females into Management, Sales & Marketing and Maintenance positions as required by 41 C.F.R. § 60-2.10 (3). AlSCO will cease and desist all personnel practices that resulted in a near exclusion of

females in management positions and complete exclusion of females in Sales & Marketing and Maintenance positions.

1. **Self-Analysis.** Pursuant to 41 C.F.R. § 60-2.17(b), AlSCO will review annually its job placement policies and procedures to ensure they comply with 41 C.F.R. § 60-1.4(a)(1). This includes:
 - Self-analysis of hires and placements, including analysis of any gender, race, and ethnic differences in number or type of positions, work, task or rates of pay offered to applicants.
 - Assessment of how managers at AlSCO are implementing the revised policies and procedures to ensure their actions are consistent with the requirements of 41 C.F.R. § 60-1.4(a)(1).

2. **Career Development.** AlSCO will institute a job advancement and development program. In accordance with 41 C.F.R. § 60-20.6 an important element of affirmative action is a commitment to include women candidates in training programs. AlSCO will submit with each progress report documentation of the development program including: procedures for participant selection including demonstrating how AlSCO has encouraged women to participate, the names, gender and job titles of staff that is in or has completed the program, a summary of the curriculum, the number of hours of training provided, the total number of offers and hires made as a result of the program, the gender of each offer and hire, the job titles offered/ accepted and the resulting pay change and any other pertinent program information. AlSCO will prevent retaliation, harassment and any other form of reprisal or adverse actions to the participants of the program.

3. **Revised Policies and Procedures.** AlSCO will review and, as necessary, revise its job placement policies and procedures to ensure equal opportunity, regardless of race, ethnicity, or gender, as required by 41 C.F.R. 60-1.4(a). This includes:
 - Ensuring all qualified applicants have an equal opportunity to apply for, express interest in, or be hired into all positions for all work or duties regardless of sex, including disclosing to all applicants accurate information about the duties, rates of pay, benefits, working conditions and other aspects of employment for these positions.
 - Ensuring that AlSCO does not rely on stereotypes that have the purpose or effect of steering or channeling women into particular positions at hire or disproportionately assigning them particular work or duties, including encouraging or discouraging applicants from applying for or accepting employment into positions performing certain kinds of work.
 - Conducting regular reviews to ensure its selection practices are consistent with the Uniform Guidelines on Employee Selection Procedures, 41 CFR § 60-3, and with 41 CFR § 60-1.4(a)(1).

- Reviewing its selection process and eliminate those promotion and placement policies or practices that led to the gender divisions in the workforce.
 - Reviewing, at least annually, the selection process for the purpose of ensuring nondiscrimination.
4. **Training-Personnel Practices.** AlSCO will train all individuals involved in any way with promotion, job assignment and job training on its revised personnel practices. The training will include but will not be limited to instruction on the proper implementation of the revised personnel practices and the procedures implemented to ensure that records are retained in accordance with 41 CFR § 60-1.4(a)(1). AlSCO will submit to OFCCP documentation of the training pursuant to this section of the Agreement, including: training dates, cost, locations, percent of personnel staff who have completed the training; sign-in sheets showing printed names, job titles, and signatures of the attendees; names and job titles/organization of the trainers, the number of hours of training provided, and a summary of the curriculum. AlSCO will preserve all training records in accordance with 41 CFR § 60-1.12(a).
5. **Assessment.** Within 180 days of the Effective Date of this Agreement, AlSCO will also conduct an assessment of how employees with personnel responsibilities at AlSCO are implementing the revised policies and procedures to ensure their actions are consistent with the requirements of 41 C.F.R. § 60-1.4(a)(1). AlSCO will submit to OFCCP documentation of the assessment pursuant to this section of the Agreement, including: a narrative summary of the assessment, a description of any actions taken as a result of the assessment, an audit of actions by employees with personnel responsibilities to implement the revised policies and procedures.
6. AlSCO will take action to ensure that this violation ceases and does not recur.

3. VIOLATION:

AlSCO failed to take affirmative action to recruit and advance Black and Hispanic employees for jobs where they have been previously excluded. AlSCO's failure to take affirmative action resulted in the exclusion or near exclusion of Black and Hispanic employees in AlSCO's Management, Sales & Marketing and Office & Administrative

REMEDY:

AlSCO will take affirmative action to recruit and advance Blacks and Hispanics into Management, Sales & Marketing and Office & Administrative positions. AlSCO will cease and desist all personnel practices that resulted the exclusion or near exclusion of Black and Hispanic employees in AlSCO's Management, Sales & Marketing and Office & Administrative positions, as required by 41 CFR § 60-1.4(a)(1).

1. **Self-Analysis.** Pursuant to 41 C.F.R. § 60-2.17(b), AlSCO will review annually its job placement policies and procedures to ensure they comply with 41 C.F.R. § 60-1.4(a)(1). This includes:
 - Self-analysis of hires and placements, including analysis of any gender, race, and ethnic differences in number or type of positions, work, task or rates of pay offered to applicants.
 - Assessment of how managers at AlSCO are implementing the revised policies and procedures to ensure their actions are consistent with the requirements of 41 C.F.R. § 60-1.4(a)(1).

2. **Career Development.** AlSCO will institute a job advancement and development program for incumbents to advance into higher paying positions. AlSCO will demonstrate how they have encouraged Black and Hispanic incumbents to participate. AlSCO will submit with each progress report documentation of the development program including: procedures for participant selection, names, race, ethnicity and job titles of staff that is in or has completed the program, a summary of the curriculum, the number of hours of training provided, the total number of offers and hires made, the race and/or ethnicity of each offer and hire made, the job titles offered/ accepted and the resulting pay change and any other pertinent program information. AlSCO will prevent retaliation, harassment and any other form of reprisal or adverse actions to the participants of the program.

3. **Revised Policies and Procedures.** AlSCO will review and, as necessary, revise its job placement policies and procedures to ensure equal opportunity, regardless of race, ethnicity, or gender, as required by 41 C.F.R. § 60-1.4(a). This includes:
 - Ensuring all qualified applicants have an equal opportunity to apply for, express interest in, or be hired into all positions for all work or duties regardless of race and/ or ethnicity, including disclosing to all applicants accurate information about the duties, rates of pay, benefits, working conditions and other aspects of employment for these positions.
 - Ensuring that AlSCO does not rely on stereotypes that have the purpose or effect of steering or channeling Black and Hispanics into particular positions at hire or disproportionately assigning them particular work or duties, including encouraging or discouraging applicants from applying for or accepting employment into positions performing certain kinds of work.
 - Conducting regular reviews to ensure its selection practices are consistent with the Uniform Guidelines on Employee Selection Procedures, 41 CFR § 60-3, and with 41 CFR § 60-1.4(a)(1).
 - Reviewing its selection process and eliminate those promotion and placement policies or practices that led to the gender divisions in the workforce.
 - Reviewing, at least annually, the selection process for the purpose of ensuring nondiscrimination.

4. **Training-Personnel Practices.** AlSCO will train all individuals involved in any way with promotion, job assignment and job training on its revised personnel practices. The training will include but will not be limited to instruction on the proper implementation of the revised personnel practices and the procedures implemented to ensure that records are retained in accordance with 41 CFR § 60-1.4(a)(1). AlSCO will submit to OFCCP documentation of the training pursuant to this section of the Agreement, including: training dates, cost, locations, percent of personnel staff who have completed the training; sign-in sheets showing printed names, job titles, and signatures of the attendees; names and job titles/organization of the trainers, the number of hours of training provided, and a summary of the curriculum. AlSCO will preserve all training records in accordance with 41 CFR § 60-1.12(a).
5. **Assessment.** AlSCO will also conduct and provide an assessment of how employees with personnel responsibilities at AlSCO are implementing the revised policies and procedures to ensure their actions are consistent with the requirements of 41 C.F.R. 60-1.4 § (a)(1). AlSCO will submit to OFCCP documentation of the assessment pursuant to this section of the Agreement, including: a narrative summary of the assessment, a description of any actions taken as a result of the assessment, an audit of actions by employees with personnel responsibilities to implement the revised policies and procedures.
6. AlSCO will take action to ensure that this violation ceases and does not recur.

Part IV. REPORTS REQUIRED

1. AlSCO will submit the documents and reports described below to: Assistant District Director—Charlotte, United States Department of Labor, Office of Federal Contract Compliance Programs, 3800 Arco Corporate Drive, Suite 465, Charlotte, North Carolina 28273.
 - A. Within 60 calendar days of the Effective Date of this Agreement AlSCO will submit a copy of the written Revised Policies and Procedures described in Part III, Section 1D (1), Section 2C(3) and Section 3C(3).
 - B. Within 90 calendar days of the Effective Date of this Agreement, AlSCO will submit training documentation referenced in Part III, Section 1D (2); Section 2C (4) and Section 3C (4).
 - C. Within the prescribed timeframes, AlSCO will submit all documents and information referenced in Part III, Section 1C. Such documents and information may include, but are not limited to, letters returned as undeliverable, a list of affected employees who have not returned a signed Interest Form, Claim and Release before the deadline, and a list of Eligible Affected Employees.

D. AlSCO will submit a progress report covering each six-month period this Agreement is in effect. The first progress report will be due seven months after the Effective Date of this Agreement and must cover the six-month period beginning with the Effective Date. Each subsequent report must cover the successive six-month period, and must be submitted within 30 calendar days after the close of that six-month period. AlSCO will submit the following in each progress report:

1. Documentation of monetary payments to all Eligible Affected Employees as specified in Part III, Section 1C. The documentation must include the names of Eligible Affected Employees who were paid, and, for each Eligible Affected Employee, the date of delivery to the Eligible Affected Employee's address, the check number, the amount of the check and the date the check cleared the bank. AlSCO must provide OFCCP with copies of all canceled checks upon request;

2. Documentation of specific hiring activity for Eligible Affected Employees who were hired and/or offered employment for Operative positions in accordance with this Agreement, including name, date of offer or hire, job title hired into, location, and rate of pay, proof of retroactive seniority and benefits;

3. For Eligible Affected Employees who expressed interest in employment on the Interest Form and applied for employment, pursuant to the terms of this Agreement, but were not hired, AlSCO will provide the reason for rejection along with all relevant documentation (*e.g.*, documentation that the Eligible Affected Employee declined a job offer);

4. The total number of qualified applicants, job offers and hires and the breakdown by race, gender and ethnic group of qualified applicants and hires for Operative positions during the reporting period, including all temporary, part time, and seasonal workers who were referred to and/or assigned to work at AlSCO by a staffing firm or employment agency;

5. For Operative positions, the results of AlSCO analysis as to whether its total selection process has adverse impact, as defined in 41 C.F.R. § 60-3.4D, on those members of groups set forth in 41 C.F.R. § 60-3.4B (for purposes of the adverse impact analysis, the AlSCO must not include hires made of Eligible Affected Employees pursuant to this Agreement in that analysis; AlSCO must combine the data for the current report with the data from the previous report(s) to analyze at least a 12-month period);

6. For each case where the total selection process has an adverse impact, as defined in 41 C.F.R. § 60-3.4D, the results of Alsco evaluation of the individual components of the selection process for adverse impact;

7. The actions taken by Alsco upon determining that any component of the selection process has an adverse impact on members of groups set forth in Paragraph 5 of the progress report requirements, immediately above;

8. Documentation that Alsco implemented a career development program for employees; this will include documentation of the Self-Analysis, Career Development Program, Personnel Training and Assessment required by Part III, Section 2 and 3; and

9. Current Job Group Analysis.

2. Alsco 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. These records shall include data and information underlying the required reports, specifically, but not limited to all applications and personnel records.
3. Alsco will also update its affirmative action program(s) to come into compliance with the requirements of the revised regulations implementing Section 503 of the Rehabilitation Act of 1973, as amended, 41 CFR Part 300 (2014), and the Vietnam Era Veterans Readjustment Assistance Act of 1974, as amended, 41 CFR Part 741 (2014), at the start of its next standard 12-month AAP review and updating cycle.

TERMINATION DATE: This Agreement will expire 90 days after OFCCP receives the report required in Part III above or on the date that the District Director gives notice to Alsco that Alsco has satisfied its reporting requirement, whichever occurs earlier, unless OFCCP notifies Alsco in writing prior to the end of the 90-day period that Alsco has not satisfied its reporting requirement pursuant to this Agreement.

INTEGRATION CLAUSE: This Agreement represents the full Agreement between Alsco and OFCCP and this Agreement supersedes any other agreements, oral or written. In signing this Agreement, neither Alsco 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.

Part V. SIGNATURES

This Conciliation Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and AlSCO Inc. The person signing this Conciliation Agreement on behalf of AlSCO Inc. personally warrants that he is fully authorized to do so, that AlSCO Inc. 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 AlSCO Inc. This Conciliation Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and AlSCO Inc.

(6), (7)(C)

Daniel Garrido
Corporate Affirmative Action &
Compliance Manager
AlSCO Inc.
505 East South Temple
Salt Lake City, Utah 84102

Date: 06/06/2016

(6), (7)(C)

Samuel Maiden
Regional Director – Southeast
Office of Federal Contract Compliance
Programs

Date: 6/16/2016

(6), (7)(C)

William Crews
Assistant District Director – Charlotte
Office of Federal Contract Compliance
Programs

Date: 6/18/2016

(6), (7)(C)

Pamela Quinn
District Director – Charlotte
Office of Federal Contract Compliance
Programs

Date: 06/13/16

(6), (7)(C), (7)(E)

Compliance Officer – Charlotte
Office of Federal Contract Compliance
Programs

Date: 6/13/16

Attachment A

(7)(C)

ATTACHMENT B

NOTICE TO AFFECTED EMPLOYEES

If you were hired as a Feeder-Folder at AlSCO Inc., between April 1, 2012 and September 5, 2013, you may benefit from a recent legal settlement.

We are writing to provide information about a legal settlement between the U.S. Department of Labor (OFCCP) and AlSCO Inc. (ALSCO) that may benefit you. This settlement involves claims of discrimination in hiring, and our records show that you are one of the employees covered by the settlement. If you take the steps described in this notice by the deadline below, and meet all the requirements explained in the letter and the attached documents, you may be eligible for a payment of back wages from AlSCO.

ARE YOU AFFECTED?

Women who were hired as a Feeder-Folder at AlSCO Inc. between April 1, 2012 and September 5, 2013 are covered by this agreement.

WHAT IS THIS SETTLEMENT ABOUT?

The U. S. Department of Labor's Office of Federal Contract Compliance Programs (OFCCP) conducted an audit of AlSCO's hiring practices between January 1, 2013 and 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 determined that AlSCO did not afford equal employment opportunity to all female hires.

Ultimately, OFCCP issued a Notice of Violation against AlSCO on these claims. Although AlSCO disagreed with our findings, they have agreed to resolve the issue through a Conciliation Agreement. A Conciliation Agreement is a legal document that explains the terms of an agreement to settle a violation.

WHAT DOES THIS MEAN FOR YOU?

Because you were employed as a Feeder-Folder during the relevant dates, this settlement may provide you some specific benefits.

- (i) **You may be eligible to receive a payment of at least \$ (before taxes).**

This payment represents your share of back wages and other payments AlSCO is making to settle with OFCCP. The final amount you receive will be reduced by deductions for items such as income tax withholding and Social Security contributions.

WHAT IS YOUR NEXT STEP?

To be eligible for a payment, you must complete sign and return both the following enclosed documents, (1) Claim Form, (2) Release of Claims (3) Interest Form within 30 calendar days of receipt.

AlSCO Inc.
Mr. Alan Sowers
4700 Dwight Evans Road
Charlotte, NC 28217

The documents must be received within 30 calendar days of receipt.

You may receive some or all of these benefits only if these forms confirm that you are one of the people covered by the settlement. After you complete and return these documents, a final decision will be made about your eligibility.

You must follow all of the instructions in this notice and return all documents within 30 calendar days of receipt to receive any money or 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 call (7)(C), (7)(E) at 704-749-3380 or email him at (7)(C), (7)(E)@dol.gov.

ATTACHMENT C

INFORMATION VERIFICATION & EMPLOYMENT INTEREST FORM

You must complete this form in order to be eligible for the monetary payment and/or employment opportunities under the terms of the Conciliation Agreement (“Agreement”) between AlSCO Inc. (“AlSCO”) and the Department of Labor’s Office of Federal Contract Compliance Programs. Please print legibly, except for signature.

Name: _____

Address: _____

Telephone Nos.: Home _____ Cell _____ Work _____

Email:

Notify AlSCO at the address below if your address or phone number changes within the next twelve months.

Please indicate below whether you are currently interested in employment at AlSCO. If you complete, sign, and return this Information Verification and Employment Interest Form, you remain eligible for the monetary payment whether or not you are interested in employment at this time.

_____ Yes, I am still interested in employment with AlSCO.

_____ No, I am not currently interested in employment with AlSCO.

IF YOU FAIL TO COMPLETE AND RETURN THE ENCLOSED DOCUMENTS TO THE ADDRESS BELOW WITHIN 30 CALENDAR DAYS OF RECEIPT YOU WILL NOT BE ELIGIBLE TO RECEIVE A PAYMENT OR TO BE CONSIDERED FOR A JOB OFFER.

**Mr. Alan Sowers
4700 Dwight Evans Road
Charlotte, NC 28217**

I, _____, certify the above is true and correct.

(print name)

Signature

Date

ATTACHMENT D

CLAIM FORM

If you complete this Claim Form, you may be eligible for a money payment.

All documents must be returned to AlSCO to be eligible for any benefits including money payments under the terms of the settlement between AlSCO and the U.S. Department of Labor's Office of Federal Contract Compliance Programs. The forms must be received within 30 calendar days. You may either return the documents in person to AlSCO or return it by first class mail to the address below.

Mr. Alan Sowers
4700 Dwight Evans Road
Charlotte, NC 28217

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

This Claim Form will be used for the following purpose:

- (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.**

Please print legibly, except for the signature.

Step 1: Confirm important information we need to process your payment

Name: _____

Home Phone: _____

Cell Phone: _____

E-mail 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:

Notify Also at the address above if your address changes within the next six months.

Step 2: Confirm important information we need to process your payment

I certify the above as true and correct.

Signature

Date

ATTACHMENT E

RELEASE OF CLAIMS UNDER THE EXECUTIVE ORDER

This form must be submitted with the attached Claims form within 30 calendar days of receipt for you to receive any payment provided in the Conciliation Agreement.

This Release of Claims form is a legal document. This document states that in return for AlSCO, Inc. paying you money, you agree that you will not file any lawsuit against AlSCO for allegedly violating Executive Order 11246 in connection with its hiring procedures for female Operative employees. It also says that AlSCO 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 within 30 calendar days of receipt, you will not receive any money.

In consideration of the payment by AlSCO, less deductions required by law, which I agree is acceptable, and also in consideration of the Conciliation Agreement between AlSCO and the Office of Federal Contract Compliance Programs ("OFCCP"), I
_____ agree to the following:

- I. I hereby waive, release and forever discharge AlSCO, its predecessors, successors, related entities, parents, subsidiaries, affiliates and organizations, and its and their shareholders, directors, officers, employees, agents, successors, and assigns, of and from any and all actions, causes of action, damages, liabilities, and claims arising out of or actionable under Executive Order 11246, as amended, which I or my representatives (heirs, executors, administrators, or assigns) have or may have which relate in any way to my assignment as a Feeder-Folder on the basis of my gender at any time prior to the date of my signature on this Release.

- II. I understand that if I am concerned about how the process described in this Release applies to me, I may contact the OFCCP for assistance:

(7)(C), (7)(E)

Compliance Officer

3800 Arco Corporate Drive, Suite 465

Charlotte, NC 28273

(7)(C), (7)(E) @dol.gov

- III. I understand that AlSCO denies that it treated me unlawfully or unfairly in any way and that AlSCO entered into a settlement with OFCCP in the spirit of cooperation and to bring closure to the Compliance Review initiated by OFCCP in April 2014. I further agree that the payment of the above sum by AlSCO to me is not to be construed as an admission of any liability by AlSCO.

- IV. I declare that I have carefully read this Release and that I have had a full opportunity to consider and understand its terms and to consult with my advisors. I further declare that I have decided of my own free will to sign this Release.
- V. I understand that if I do not sign and return this Release, Claim Form and/ or Interest Form to Alsco within 30 calendar days of receipt, I will not receive any of the financial or other relief provided in the Conciliation Agreement.

Signature

Date

Be sure to attach this form to the "Claim" form included in this notice and return all documents together by the deadline)