

**Conciliation Agreement**  
**Between the United States Department of Labor**  
**Office of Federal Contract Compliance Programs**  
**And**  
**GENCO I, Inc.**  
**100 Papercraft Park**  
**Pittsburgh, Pennsylvania 15238**

**PART I: General Provisions**

1. This Agreement is between the Office of Federal Contract Compliance Programs (hereinafter OFCCP) and GENCO I, Inc. (hereinafter GENCO).
2. The violation identified in this Agreement was found during a compliance evaluation of GENCO at its Braselton Distribution Center located at 930 Highway 124 in Braselton, Georgia which began on May 25, 2011, and it was specified in a Notice of Violation issued July 19, 2012. OFCCP alleges that GENCO has violated Executive Order 11246, as amended, and its implementing regulations at 41 CFR Chapter 60 due to the specific violation cited in Part II below.
3. This Agreement does not constitute an admission by GENCO of any violation of Executive Order 11246, as amended and its implementing regulations.
4. The provisions of this Agreement will become part of GENCO's Affirmative Action Program (AAP). Subject to the performance by GENCO of all promises and representations contained herein and in its AAP, the named violation in regard to the compliance of GENCO with all OFCCP programs will be deemed resolved. However, GENCO is advised that the commitments contained in this Agreement do not preclude future determinations of noncompliance based on a finding that the commitments are not sufficient to achieve compliance.
5. GENCO agrees that OFCCP may review compliance with this Agreement. As part of such review, OFCCP may require written reports, inspect the premises, interview witnesses, and examine and copy documents, as may be relevant to the matter under investigation and pertinent to GENCO's compliance. GENCO shall permit access to its premises during normal business hours for these purposes.
6. Nothing herein is intended to relieve GENCO from the obligation to comply with the requirements of Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended (38 U.S.C. 4212) and their implementing regulations, or any other equal employment statute or executive order or its implementing regulations.

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7. GENCO agrees that there will be no retaliation of any kind against any beneficiary of this Agreement or against any person who has provided information or assistance, or who files a complaint, or who participates in any manner in any proceedings under Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, and the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended (38 U.S.C. 4212).
8. This Agreement will be deemed to have been accepted by the Government on the date of signature by the District Director for OFCCP, unless the Regional Director or the Director, OFCCP, indicates otherwise within 45 days of the District Director's signature on this Agreement.
9. If, at any time in the future, OFCCP believes that GENCO has violated any portion of this Agreement during the term of this Agreement, GENCO will be promptly notified of that fact in writing. This notification will include a statement of the facts and circumstances relied upon in forming that belief. In addition, the notification will provide GENCO with 15 days from receipt of the notification to respond in writing, except where OFCCP alleges that such a delay would result in irreparable injury.

Enforcement proceedings for violation of this Agreement may be initiated at any time after the 15-day period has elapsed (or sooner, if irreparable injury is alleged) without issuing a Show Cause Notice.

Where OFCCP believes that GENCO has violated this Conciliation Agreement, OFCCP may seek enforcement of this Agreement itself and shall not be required to present proof of the underlying violations resolved by this Agreement.

Liability for violation of this Agreement may subject GENCO to sanctions set forth in Section 209 of the Executive Order and/or other appropriate relief.

**PART II: Specific Provisions**

**VIOLATION:** Compensation data provided by GENCO for all employees as of December 31, 2010, revealed that GENCO provided lower compensation to one female employee than to a similarly situated male employee in the (6), (7)(C) job title. Time with GENCO, time in current job title, experience, and performance did not explain the compensation disparity.

Accordingly, OFCCP finds that GENCO has discriminated against one female employee by paying her less, because of her gender, than her male comparator, in violation of 41 CFR 60-1.4(a)(1).

**REMEDY:** On April 16, 2012, GENCO increased (6), (7)(C) annualized salary by 17.88% from \$41,567.07 to \$49,000.12, an adjustment of \$7,433.05.

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GENCO will provide (6), (7)(C) with \$9,163.83 in backpay and \$558.26 in interest for a total amount of \$9,722.09. GENCO will provide (6), (7)(C) with backpay and interest in one lump sum; which will be reduced by withholdings for federal and state income tax, and FICA. GENCO will provide the employee with an IRS Form W-2 for back pay and benefits and an IRS Form 1099 for the interest amount. GENCO will complete the execution of this financial settlement no sooner than 45 days and no later than 60 days after the District Director, OFCCP signs this Agreement.

GENCO will not retaliate, harass, or engage in any form of reprisal or other adverse action against (6), (7)(C) based on or in relation to the terms or provisions of this Remedy.

Within 90 days of the District Director's signature, on this Agreement, GENCO will provide training on its equal employment opportunity programs for all persons involved in determining compensation amounts paid to GENCO (6), (7)(C) and to all GENCO employees. GENCO will update this training annually.

GENCO will immediately review and revise, as appropriate, its compensation system to ensure that this violation ceases. In addition, GENCO will review at least annually and revise, as needed, its compensation system to ensure that this violation does not recur.

**FUTURE CONDUCT:** GENCO will not repeat the above violation.

**PART III: Reporting**

GENCO will submit two reports, as stated below, to District Director—Atlanta, United States Department of Labor, Office of Federal Contract Compliance Programs, Atlanta District Office, Sam Nunn Federal Building, 61 Forsyth Street, SW, Room 17T50, Atlanta, Georgia 30303.

**The first report** shall be due 60 days after the date on which the District Director, OFCCP signs this Agreement. The first report shall contain the following:

1. Copies of personnel forms confirming salary adjustments made to (6), (7)(C) ;
2. Evidence of backpay and interest monies disbursed to (6), (7)(C) including copies of the cancelled checks and pay slips showing the gross amount and legal deduction;
3. Results of GENCO's review of its compensation system, to include findings, additional equity adjustments and back pay, if any; and
4. Documentation of training that GENCO provided on its equal employment opportunity programs for all persons involved in determining compensation amounts paid to GENCO employees.

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The second report shall cover the 12-month period beginning the date on which the District Director, OFCCP signs this Agreement and shall be due 30 days after the close of that 12-month period. The second report shall consist of the following information:

The results of GENCO's annual review of its compensation system; including findings, additional equity adjustments and back pay; if any.

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

**INTEGRATION CLAUSE:**

This Agreement represents the full Agreement between GENCO and the Agency and this Agreement supersedes any other agreements, oral or written. In signing this Agreement, neither GENCO nor the Agency 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 IV: Signatures:**

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

DATE: 10 DEC 12

(6), (7)(C)

Jim Phillips  
Facility Manager  
GENCO I, Inc.  
930 Highway 124  
Braselton, Georgia 30517

DATE: 18 DEC 2012

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

Compliance Officer—Atlanta  
Office of Federal Contract Compliance  
Programs

DATE: 12/18/2012

(6), (7)(C)

William Glisson  
Assistant District Director—Atlanta  
Office of Federal Contract Compliance  
Programs

DATE: 12/18/2012

(6), (7)(C)

Sybil Shy-Demmons  
District Director—Atlanta  
Office of Federal Contract Compliance  
Programs