

**Conciliation Agreement**  
**Between the United States Department of Labor**  
**Office of Federal Contract Compliance Programs**  
**And**  
**GENCO I, Inc.**  
**100 Papercraft Park**  
**Pittsburgh, Pennsylvania 15238-3200**

**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 violations identified in this Agreement were found during a compliance evaluation of GENCO at its establishment located at 250 DeClaration Drive, Building 2, McDonough, Georgia 30253 which began on June 27, 2011, and they were specified in a Notice of Violation issued April 12, 2012. OFCCP alleges that GENCO has violated Executive Order 11246, as amended; the Vietnam Era Veterans' Readjustment Assistance Act of 1973, as amended (38 U.S.C. 4212); and their implementing regulations at 41 CFR Chapter 60, due to the specific violations cited in Part II below.
3. This Agreement does not constitute an admission by GENCO of any violation of Executive Order 11246, as amended; as amended; the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended (38 U.S.C. 4212); and their implementing regulations.
4. The provisions of this Agreement will become part of GENCO's Affirmative Action Programs (AAPs). Subject to the performance by GENCO of all promises and representations contained herein and in its AAPs, all named violations 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.
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,

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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.

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, 41 CFR 60-300.66, and/or other appropriate relief.

**PART II: Specific Provisions**

1. **VIOLATION:** Compensation data provided by GENCO on May 27, 2011, revealed that GENCO provided lower compensation to four Black employees than to similarly situated White employees in the (b) (7) (c) job title. Time with GENCO, time in current job title, experience, education, and performance did not explain the disparity in compensation.

Accordingly, OFCCP finds that GENCO discriminated against four Black employees (hereinafter Class Members), by paying them less, because of their race, than their White comparators, in violation of 41 CFR 60-1.4(a)(1).

**REMEDY:** GENCO will:

- (a) increase (b) (7) (c) salary to (b) (7) (c) and disburse back pay to (b) (7) (c) in the amount of \$6,812.76, plus an additional \$34.06 in interest;
- (b) increase (b) (7) (c) salary to (b) (7) (c) and disburse back pay to (b) (7) (c) in the amount of \$1,334.00, plus an additional \$6.67 in interest;
- (c) increase (b) (7) (c) salary to (b) (7) (c) and disburse back pay to (b) (7) (c) in the amount of \$6,669.04 which includes \$33.34 in interest;
- (d) increase (b) (7) (c) salary to (b) (7) (c) and disburse back pay to (b) (7) (c) in the amount of \$3,598.50 which includes \$17.99 in interest;
- (e) prevent retaliation, harassment and any other form of reprisal or other adverse action against the Class Members in relation to the terms of this Remedy;

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- (f) review GENCO's compensation-setting process and eliminate those policies or practices that led to the discrimination;
- (g) update that review at least annually to ensure nondiscrimination in compensation;
- (h) provide training on its equal employment opportunity programs for persons involved in determining compensation amounts paid to GENCO's employees;
- (i) provide cross-training for all incumbent employees in (b) (7) (c) positions at this facility who have not been fully cross-trained in all functional areas. This training will include working in all functional areas, as well as job coaching by a supervisor or manager familiar with the function's operations. The cost of this training is estimated by GENCO, to be approximately \$18,000.00; and
- (j) take action to ensure that this violation ceases and does not recur.

2. **VIOLATION:** GENCO failed to perform in-depth analyses of its total employment process to determine whether and where impediments to equal opportunity exist. Specifically, GENCO failed to evaluate its compensation system to determine whether there is gender-, race- or ethnicity-based disparities. 41 CFR 60-2.17(b)(3).

**REMEDY:** GENCO will periodically evaluate its compensation system to determine whether there are gender-race-or ethnicity-based disparities. Where such disparities are found, GENCO will execute corrective action, as required by 41 CFR 60-2.17(c). GENCO will maintain records of such analysis and corrective action, as required by 41 CFR 60-2.10(b)(2)(iii-iv) and will make them available to OFCCP, upon request, as required at 41 CFR 60-2.32. GENCO will update the evaluation of its compensation system and take corrective action, if indicated, at least annually.

3. **VIOLATION:** GENCO failed to list, on an ongoing basis, all employment openings, as defined by 41 CFR 60-300.5(a) 2 and 6, with the Georgia Department of Labor or with the local employment delivery system serving the location where openings occur. Additionally, GENCO failed to undertake outreach and positive recruitment activities that are reasonably designed to effectively recruit disabled veterans, recently separated veterans, other protected veterans and Armed Forces service medal veterans. 41 CFR 60-300.5(a) 2-6 and 41 CFR 60-300.44(f).

**REMEDY:** GENCO will list, on an ongoing basis, all employment openings, as defined by 41 CFR 60-300.5(a) 2 and 6, with the Georgia State Job Bank or with the Georgia Department of Labor serving the location of where the openings occur. Additionally, GENCO will contact the resources identified below as part of its outreach and positive recruitment activities to recruit qualified disabled veterans, recently separated veterans, other protected veterans and Armed Forces service medal veterans:

Georgia Department of Labor  
2450 Mount Zion Parkway, Building 100, Suite 100, Jonesboro, Georgia 30236-2500  
Contact (b) (7) (c) Career Center Manager  
Telephone (b) (7) (c) Facsimile: 678-479-5256

Atlanta Workforce Development  
818 Pollard Boulevard Southwest #200, Atlanta, Georgia 30315  
Contact (b) (7) (c) One-Stop Center Manager  
Telephone (b) (7) (c)

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

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**PART III: Reporting**

GENCO will submit two reports as stated below to the Assistant District Director—Atlanta, United States Department of Labor, Office of Federal Contract Compliance Programs, 61 Forsyth Street, SW, Sam Nunn Federal Center, Room 17T50, Atlanta, Georgia 30303; Attention: (b) (7) (c) Compliance Officer.

The first report shall be due 120 days after the date on which the District Director, OFCCP signs this Agreement. The first report shall consist of the following information:

1. Copies of personnel forms confirming salary adjustments made to the Class Members;
2. Evidence of back pay and interest monies disbursed to the Class Members, including copies of cancelled checks and pay slips showing the gross amount and legal deductions;
3. Results of GENCO's review of its compensation system, to include findings, additional equity adjustments and back pay, if any;
4. Current salaries for all incumbents in the (b) (7) (c) position;
5. Documentation of training that GENCO provided on its equal employment opportunity programs for all persons involved in determining compensation amounts paid to GENCO's employees, including date(s) of training, names and titles of recipients, and invoices showing cost; and
6. A copy of the cross training plan for each incumbent in the (b) (7) (c) position, to include projected beginning and ending dates.

The second report shall cover the period June 1, 2012 through May 31, 2013 and shall be due by June 30, 2013. The second report shall contain the following:

1. Documentation of a) GENCO's analysis of its compensation system, in compliance with 41 CFR 60-2.17(b)(3), including the results of GENCO's evaluation as to the existence of disparities based on gender, race or ethnicity of those members of groups identified in 41 CFR 60-3.4B and; and b) the actions taken by GENCO in response to 1a, where action is appropriate, including a report of the amounts of compensation adjustments made;
2. Documentation that GENCO listed all employment openings, as defined by 41 CFR 60-300.5(a) 2 and 6, with the Georgia Department of Labor office serving the location where openings occur and contacted the Local Veterans' Employment Representative, along with a report on the number of referrals and the number of hires from those listings and from GENCO's other positive outreach and recruitment activities, providing for the hires, to the extent known, the number of disabled veterans, recently separated veterans, other protected veterans and Armed Forces service medal veterans; and
3. Documentation of cross-training sessions held, to include date of training, participants, departments, and subject matter.

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**TERMINATION DATE:** This Agreement will expire 90 days after OFCCP receives the second and final report required in Part III above or on the date that the District Director gives notice to GENCO that GENCO 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 OFCCP. This Agreement supersedes any other agreements, oral or written. In signing this Agreement, neither GENCO 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 IV: Signatures**

The person signing this Conciliation Agreement on behalf GENCO I, Inc. personally warrants that she 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: 9-20-2012

(b) (7) (c)

Michele Maddox  
Facility Manager  
GENCO I, Inc.  
250 DeClaration Drive, Building 2  
McDonough, Georgia 30253

DATE: 9-21-2012

(b) (7) (c)

Compliance Officer—Atlanta  
Office of Federal Contract Compliance  
Programs

DATE: 9/21/2012

(b) (7) (c)

Natelya Hane  
Assistant District Director—Atlanta  
Office of Federal Contract Compliance  
Programs

DATE: 9/21/2012

(b) (7) (c)

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