

Conciliation Agreement
Between the United States Department of Labor
Office of Federal Contract Compliance Programs
And
Goodwill Industries of North Georgia, Inc.
235 Peachtree Street, North Tower, Suite 2300
Atlanta, Georgia 30303

PART I: General Provisions

1. This Agreement is between the Office of Federal Contract Compliance Programs (hereinafter OFCCP) and Goodwill Industries of North Georgia, Inc. (hereinafter Goodwill).
2. The violation identified in this Agreement was found during a compliance evaluation of Goodwill at its establishment located at 235 Peachtree Street, North Tower, Suite 2300 in Atlanta, Georgia which began on May 25, 2011, and it was specified in a Notice of Violation issued August, 9, 2012. OFCCP alleges that Goodwill 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 Goodwill of any violation of Executive Order 11246, as amended and its implementing regulations.
4. The provisions of this Agreement will become part of Goodwill's Affirmative Action Program (AAP). Subject to the performance by Goodwill of all promises and representations contained herein and in its AAP, the named violation in regard to the compliance of Goodwill with all OFCCP programs will be deemed resolved. However, Goodwill 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. Goodwill 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 Goodwill's compliance. Goodwill shall permit access to its premises during normal business hours for these purposes.
6. Nothing herein is intended to relieve Goodwill 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. Goodwill 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).

**Goodwill Industries of North Georgia, Inc.
Conciliation Agreement**

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 Goodwill has violated any portion of this Agreement during the term of this Agreement, Goodwill 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 Goodwill 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 Goodwill 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 Goodwill 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 Goodwill for all employees as of December 31, 2010, revealed that Goodwill provided lower compensation to a minority female employee than to a similarly situated nonminority male employee in the (b) (7) (c) job title. Time with Goodwill, time in current job, previous and current experience, education, and performance did not explain the compensation disparity. Accordingly, OFCCP alleges that Goodwill discriminated against one minority female (b) (7) (c), who was paid less than one nonminority male comparator because of race and gender, in violation of 41 CFR 60-1.4(a)(1).

REMEDY: Goodwill will:

- a. increase the annual salary of (b) (7) (c) by \$436.19 to \$33,543.77 for the period July 1 2011 through June 30, 2012;
- b. ensure that (b) (7) (c) annual salary for the period July 1, 2012 through June 30, 2013 is no lower than that of her nonminority male (b) (7) (c) comparator;
- c. provide (b) (7) (c) with \$2,009.22 in back pay and \$126.02 in interest, totaling \$2,135.24;
- d. prevent retaliation, harassment, and any other form of reprisal or other adverse action against (b) (7) (c) in connection with the terms of this Remedy;
- e. review Goodwill's compensation system and eliminate those policies or practices that led to the discrimination;
- f. update Goodwill's compensation review at least annually to prevent any further compensation discrimination;

**Goodwill Industries of North Georgia, Inc.
Conciliation Agreement**

- g. provide training on its equal opportunity programs for persons involved in determining compensation rates to employees within 90 days of the District Director's signature on this Agreement; and
- h. take action to ensure this violation ceases and does not recur.

FUTURE CONDUCT: Goodwill will not repeat the above violation.

PART III: Reporting

Goodwill 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 17150, Atlanta, Georgia 30303.

The first report shall be due 90 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 that confirm adjustments made to (b) (7) (c) salaries for the periods of July 1, 2011 to June 30, 2012 and of July 1, 2012 to June 30, 2013, and that such adjustments produce annual salaries (b) (7) (c) that are no lower than those afforded (b) (7) (c) nonminority male (b) (7) (c) comparator;
2. Evidence of backpay and interest monies disbursed to (b) (7) (c) including copies of the cancelled check(s) and pay slip(s) showing the gross amount and legal deduction; and
3. Results of Goodwill's review of its compensation system, to include findings, additional equity adjustments and back pay, if any.

The second report shall cover the 12-month period beginning August 1, 2012 through July 31, 2013, and shall be due August 31, 2013. The second report shall consist of the following information:

1. The results of Goodwill's annual review of its compensation system; including findings, additional equity adjustments and back pay; if any; and
2. Documentation of training that Goodwill provided on its equal employment opportunity programs for all persons involved in determining compensation amounts paid to Goodwill employees.

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 Goodwill that it has satisfied its reporting requirements, whichever occurs earlier, unless OFCCP notifies Goodwill in writing prior to the end of the 90-day period that Goodwill has not satisfied its reporting requirements pursuant to this Agreement.

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

Goodwill Industries of North Georgia, Inc.
Conciliation Agreement

PART IV: Signatures:

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

DATE: 9/7/12
(b) (7) (c)

John Mayfield
Vice President, Human Resources
Goodwill Industries of North Georgia, Inc.
235 Peachtree Street, North Tower, Suite 2300
Atlanta, Georgia 30303

DATE: 9-18-2012
(b) (7) (c)

Compliance Officer--Atlanta
Office of Federal Contract Compliance
Programs

DATE: 9/18/2012
(b) (7) (c)

William Gibson
Assistant District Director--Atlanta
Office of Federal Contract Compliance
Programs

DATE: 9/18/2012
(b) (7) (c)

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