

**CONCILIATION AGREEMENT**  
Between  
**THE U.S. DEPARTMENT OF LABOR**  
**OFFICE OF FEDERAL CONTRACT COMPLIANCE PROGRAMS**

and

**SHAW MAINTENANCE, INC.**  
4171 Essen Lane  
Baton Rouge, LA 70809

**PART I: GENERAL PROVISIONS:**

1. This Conciliation Agreement ("Agreement") is between the Office of Federal Contract Compliance Programs ("OFCCP") and Shaw Maintenance, Incorporated ("Shaw").
2. The violation identified in this Agreement was found during a complaint investigation at Shaw's facility located at 6191 Choctaw Drive, Baton Rouge, Louisiana, which began on March 20, 2012 and was specified in a Notification of Results of Investigation issued on December 4, 2012. OFCCP alleges that Shaw has violated Executive Order 11246, as amended, and 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 Shaw of any violation of Executive Order 11246, as amended, and its implementing regulations.
4. Subject to the performance by Shaw of all promises and representations contained herein, the named violation in regard to the compliance by Shaw with Executive Order 11246 will be deemed resolved. However, Shaw 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. Shaw 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 Shaw's compliance. Shaw shall permit access to its premises during normal business hours for these purposes.
6. Nothing herein is intended to relieve Shaw from the obligation to comply with the requirements of Executive Order 11246, as amended, its implementing regulations, or any other equal employment statute or executive order or its implementing regulations.
7. Shaw 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.

8. This Agreement will be deemed to have been accepted by the Government on the date of signature by the District Director of the New Orleans District Office for OFCCP, unless the Regional Director of the Southwest and Rocky Mountain Region, OFCCP, or the Director of OFCCP indicate otherwise within 45 days of the District Director's signature on this Agreement.
9. If at any time in the future, OFCCP believes that Shaw has violated any portion of this Agreement during the term of this Agreement, Shaw 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 Shaw with 15 calendar 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 Shaw has violated this Agreement, OFCCP may seek enforcement of this Agreement itself and shall not be required to present proof of the underlying violation resolved by this Agreement.

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

## **PART II: SPECIFIC PROVISION:**

1. **VIOLATION:** Based on OFCCP's investigation, OFCCP found that Shaw is not in compliance with 41 CFR § 60-1.4 with respect to one individual, [REDACTED] Shaw failed to compensate an employee in the Shipping/Receiving department of the 6191 Choctaw Drive, Baton Rouge, Louisiana location without regard to race when Shaw paid African-American employee [REDACTED] at a lower wage rate than Caucasian employee (b) 7 e [REDACTED]. On April 18, 2011 the contractor hired (b) 7 e [REDACTED] a Caucasian male at a wage rate of \$(b) 7 e per hour, into the same position as (b) 7 e [REDACTED] an African-American male with five years of experience at the worksite who was receiving (b) 7 e per hour. Each employee performs the same tasks on a daily basis, and in fact rotate tasks and responsibilities daily. Their wage rates remained disparate until the contractor raised (b) 7 e [REDACTED] wage rate to (b) 7 e [REDACTED] per hour on September 12, 2011, followed by another raise in his wage rate to (b) 7 e per hour on December 19, 2011. On February 20, 2012 the contractor then lowered (b) 7 e [REDACTED] wage rate to (b) 7 e 00 per hour, thereby making the wage rate for each employee equal.

**REMEDY:** Shaw agrees to provide back pay to [REDACTED] in the amount of \$7,558.99 (\$7,266.50 in back pay and \$292.49 in interest), within 60 days of the effective date of this Agreement, less legal deductions required by law on the portion representing back pay only (such as federal, state and/or local taxes and FICA). Shaw will pay to the Internal Revenue Service ("IRS") the employer's share of social security withholdings, and

shall provide (b) 7 e [REDACTED] an IRS W-2 Form representing that portion of the payment representing back pay and an IRS Form 1099 for the portion of the payment representing interest. These IRS forms will be delivered via internal means (with his pay check, personally, or by first class mail, return receipt requested) with the settlement check or at the end of the year. No disbursements of the monetary settlement check covered by this Agreement are to be made prior to 45 calendar days following the effective date of this Agreement.

Shaw agrees to notify (b) 7 e [REDACTED] of the terms of this Agreement within 10 calendar days of the effective date of this Agreement via internal means or by first class mail, return receipt requested by providing copies of the Notice to Complainant (Attachment 1, "Notice") and the Release of Claims Under Executive Order 11246 (Attachment 2, "Release"). Shaw will notify OFCCP within five (5) calendar days, if they are unable to contact (b) 7 e [REDACTED]. OFCCP will then initiate efforts to locate him and provide updated contact information to Shaw. To receive the monetary settlement, (b) 7 e [REDACTED] must sign and return the Release to either OFCCP or Shaw within 30 calendar days from the date of delivery.

By entering into this Agreement, Shaw has not admitted, nor has there been any adjudicated finding, that Shaw violated any laws or regulations. Shaw has entered into this Agreement to resolve the matter without further legal proceedings. Shaw expressly denies that it has violated any laws or regulations.

### **PART III: REPORTING:**

Shaw will submit one report to OFCCP within 90 days of the effective date of the Agreement, and shall send the report described below to:

Rachel M. Woods  
New Orleans District Director  
U. S. Department of Labor/OFCCP  
600 S. Maestri St., Suite 805  
New Orleans, Louisiana 70130

1. Pursuant to the Remedy outlined above, Shaw will submit to OFCCP a detailed description of and copies of documentation of monetary payments made as specified in the Remedy.

Shaw will retain records pertinent to the violation resolved by this Conciliation Agreement and to the reports submitted under it, including the underlying information on which the reports are based, until the expiration of the Conciliation Agreement or consistent with regulatory requirements, whichever is later.

Shaw agrees not to repeat the above violation.

The dates and deadlines in this Agreement may be modified or extended by mutual written agreement.

This Conciliation Agreement will expire sixty (60) calendar days after receipt of the final progress report or on the date the District Director gives notice to Shaw that it has satisfied its reporting requirements, whichever occurs earlier, unless OFCCP notifies Shaw in writing prior to the expiration of the 60-day period that Shaw has not satisfied its reporting requirements pursuant to this Agreement.

**PART IV: SIGNATURES:**

This Conciliation Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and Shaw Maintenance, Inc.

(b) 7 e

Allison Hansen  
Director of Human Resources  
Shaw Maintenance, Inc.

Date: April 23, 2013

(b) 7 e

Compliance Officer  
New Orleans District Office

Date: 4/23/2013

(b) 7 e

Rachel M. Woods  
District Director  
New Orleans District Office

Date: 4/23/2013

Attachment 1: Notice to Class Member  
Attachment 2: Release of Claims Under EO 11246

**ATTACHMENT 1**  
**NOTICE TO CLASS MEMBER**

Dear (b) 7 e

Shaw Maintenance, Inc. ("Shaw") and the Department of Labor's Office of Federal Contract Compliance Programs ("OFCCP") have entered into a Conciliation Agreement ("Agreement") to resolve an alleged pay disparity involving the position that you occupy at its 6191 Choctaw Drive, Baton Rouge, Louisiana facility during the period of April 18, 2011 to February 20, 2012. Shaw has denied any wrongdoing and has agreed to resolve the matter without further legal proceedings.

As part of this Agreement, you are eligible to receive a monetary payment of \$ 7,558.99, less lawful payroll deductions. Under the terms of this Agreement it may take up to two months from the date of this letter before you receive the monetary payment. In order to be eligible for this payment, you must fill out and sign the Release of Claims Under Executive Order 11246, and return it within thirty (30) calendar days of the date you received this letter to:

(b) 7 e  
Director of Human Resources  
Shaw Maintenance, Inc.  
4171 Essen Lane  
Baton Rouge, LA 70809

By entering into this Agreement, Shaw has not admitted, nor has there been any adjudicated finding, that Shaw violated any laws. Shaw has entered into this Agreement to resolve the matter without further legal proceedings.

If you have any questions you may call (b) 7 e or OFCCP Compliance Officer (b) 7 e. Your call will be returned as soon as possible. If you fail to complete and return the enclosed Release of Claims to Shaw within thirty (30) calendar days after receipt of this letter, you will forfeit any right to a monetary payment pursuant to this settlement.

Sincerely,  
(NAME)

Enclosure: Release of Claims

**ATTACHMENT 2**  
**RELEASE OF CLAIMS UNDER EXECUTIVE ORDER 11246**

In consideration of the payment of \$ 7,558.99, (less deductions required by law) by Shaw Maintenance, Inc. ("Shaw") to me, which I agree is acceptable, I **(b) 7 e** agree to the following:

I.

I hereby waive, release and forever discharge Shaw, 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 the disparity in pay that occurred from April 18, 2011 through February 20, 2012.

II.

I understand that Shaw denies that it treated me unlawfully or unfairly in any way and that Shaw entered into a Conciliation Agreement with the US Department of Labor, Office of Federal Contract Compliance Programs ("OFCCP"), and agreed to make the payment described above to resolve the alleged pay disparity and to resolve the matter without further legal proceedings in the complaint investigation initiated by OFCCP on March 20, 2012. I further agree that the payment of the aforesaid sum by Shaw to me is not to be construed as an admission of any liability by Shaw.

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. I further declare that I have decided of my own free will to sign this Release.

IV.

I understand that if I do not sign this Release and return it to Shaw by       (DATE)      , I will not be entitled to receive the payment (less deductions required by law) from Shaw.

IN WITNESS WHEREOF, I have signed this document on this 29 day of April, 2013.

**(b) 7 e**  
\_\_\_\_\_  
Signature