

**Conciliation Agreement**  
**Between the United States Department of Labor**  
**Office of Federal Contract Compliance Programs**  
**And**  
**Willmut Gas & Oil Company**  
**315 N Main Street**  
**Hattiesburg, Mississippi 39401**

**PART I: General Provisions**

1. This Agreement is between the Office of Federal Contract Compliance Programs (hereinafter OFCCP) and Willmut Gas & Oil Company (hereinafter Willmut).
2. The violations identified in this Agreement were found during a compliance evaluation of Willmut at its establishment located at 315 N Main Street, Hattiesburg, Mississippi 39401, which began on July 30, 2012, and they were specified in a Notice of Violation issued May 15, 2013. OFCCP alleges that Willmut has violated Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended; the Vietnam Era Veterans' Readjustment Act of 1974, 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 Willmut of any violation of Executive Order 11246, as amended, and its implementing regulations.
4. The provisions of this Agreement will become part of Willmut's Affirmative Action Programs (AAPs). Subject to the performance by Willmut of all promises and representations contained herein and in its AAPs, all named violations in regard to the compliance of Willmut with all OFCCP programs will be deemed resolved. However, Willmut 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. Willmut 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 Willmut's compliance. Willmut shall permit access to its premises during normal business hours for these purposes.
6. Nothing herein is intended to relieve Willmut 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. Willmut 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).

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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 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 Willmut has violated any portion of this Agreement during the term of this Agreement, Willmut 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 Willmut 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 Willmut 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 Willmut 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 Willmut for all employees as of September 19, 2012 revealed that Willmut provided lower compensation to (b) (6), (b) (7)(C), a minority (b) (6), (b) (7)(C) employee, than to similarly situated non-minority employees in the (b) (6), (b) (7)(C) job title. Time in Company, time in current job, disciplinary actions, experience and performance did not explain the compensation disparity. Accordingly, OFCCP finds that Willmut discriminated against one minority (b) (6), (b) (7)(C), who was paid less than his counterparts because of race, in violation of 41 CFR 60-1.4(a)(1).

**REMEDY:** Willmut will adjust the pay rate as follows:

Willmut will provide (b) (6), (b) (7)(C) with back pay plus interest in a lump sum totaling \$2,120.00, less deductions required by law. This payment will be reduced by withholdings for federal income tax, state, and/or local income tax, and (b) (6), (b) (7)(C) share of FICA. (b) (6), (b) (7)(C) shall receive an IRS Form W-2 for his share of the back pay and benefits and an IRS Form 1099 for his share of the interest amount.

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

Within 120 days from the date this Agreement is signed by the District Director, OFCCP, Willmut will provide training on its equal opportunity programs for persons involved in determining compensation for Willmut's employees. Willmut will update this training annually thereafter.

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

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

**PART III: Reporting**

Willmut will submit **two reports**, as stated below, to the Assistant District Director—Jackson, United States Department of Labor, Office of Federal Contract Compliance Programs, McCoy Federal Building, 100 West Capitol Street, Suite 721, Jackson, Mississippi 39269.

The **first report** shall be due 60 days after the date this Agreement is signed by the District Director, OFCCP. The first report shall consist of the following:

1. Copies of personnel forms confirming salary adjustment made to (b) (6), (7)(C);
2. Evidence of back pay money disbursed to (b) (6), (7)(C), including copy of the cancelled checks and pay slip showing the gross amount and deductions required by law; and

The **second report** shall be due June 30, 2014 and shall cover the period of June 1, 2013 through May 31, 2014. The second report shall consist of the following:

Documentation of Willmut's equal employment opportunity training to all persons involved in determining compensation for Willmut's employees, including the date(s) of the training, cost of the training, and names and job titles of recipients.

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

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

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**PART IV: Signatures**

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

DATE: 6/17/13

(6), (7)(C)

**Karl Ficken**  
President  
Willmut Gas & Oil Company  
315 N Main Street  
Hattiesburg, Mississippi 39401

DATE: 06-18-13

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

Compliance Officer—Jackson  
Office of Federal Contract Compliance  
Programs

DATE: 6/19/2013

(6), (7)(C)

**Katie C. Course**  
Assistant District Director—Jackson  
Office of Federal Contract Compliance  
Programs

DATE: 6/20/13

(6), (7)(C)

**Ronald W. Bailey**  
District Director—Nashville  
Office of Federal Contract Compliance  
Programs