

## CONCILIATION AGREEMENT

Between

THE U. S. DEPARTMENT OF LABOR  
OFFICE OF FEDERAL CONTRACT COMPLIANCE PROGRAMS

and

GMI Plano  
2201 K Avenue  
Plano, TX 75074

### PART I: GENERAL PROVISIONS:

1. This Conciliation Agreement (“Agreement”) is between the Office of Federal Contract Compliance Programs (“OFCCP”) and GMI Plano (“GMI”).
2. The violations identified in this Agreement were found during a compliance evaluation of GMI’s facility located at 2201 K Avenue, Plano, TX 75074, which began on June 28, 2011, and was specified in a Notice of Violations issued on October 11, 2012. OFCCP alleges that GMI has violated Executive Order 11246, as amended (“Executive Order”), the Vietnam Era Veterans’ Readjustment Assistance Act of 1974, as amended, 38 U.S.C. § 4212 (“VEVRAA”), and 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 GMI of any violation of the Executive Order, VEVRAA, and implementing regulations.
4. The provisions of this Agreement will become part of GMI’s written affirmative action program (“AAP”). Subject to the performance by GMI of all promises and representations contained herein and in its AAP, all named violations in regard to the compliance of GMI with all OFCCP programs will be deemed resolved. However, GMI 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. GMI 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 GMI’s compliance. GMI shall permit access to its premises during normal business hours for these purposes.

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6. Nothing herein is intended to relieve GMI from the obligation to comply with the requirements of the Executive Order, Section 503 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 793 (“Section 503”) and/or VEVRAA, and implementing regulations, or any other equal employment statute or executive order or its implementing regulations.
7. GMI 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 proceeding under the Executive Order, Section 503, and/or VEVRAA.
8. This Agreement will be deemed to have been accepted by the Government on the date of signature by the Houston District Director (“District Director”), unless the Regional Director of the Southwest and Rocky Mountain Region, OFCCP, or the Director, OFCCP, indicates otherwise within 45 calendar days of the District Director's signature on this Agreement.
9. If at any time in the future, OFCCP believes that GMI has violated any portion of this Agreement during the term of this Agreement, GMI 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 GMI 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 GMI 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 GMI to sanctions set forth in Section 209 of the Executive Order, 41 CFR 60-300.66 and/or other appropriate relief.

## PART II: SPECIFIC PROVISION:

1. VIOLATION: OFCCP found that GMI is not in compliance with 41 CFR 60-1.4(a)(1). OFCCP's analysis of GMI's compensation practices revealed a gender based compensation disparity against (b) 7 e, a white female, in the Project Manager position (b) 7 e salary was \$(b) 7 e below the similarly situated male employee in the position.

REMEDY: GMI agrees to correct the pay disparity in the form of back pay and salary adjustment for (b) 7 e. GMI must also agree to implement an internal auditing system that effectively evaluates its compensation practices to determine whether there are other gender, race, or ethnicity-based disparities and remedy any pay disparities identified.

GMI will adjust (b) 7 e salary to \$(b) 7 e per year within 60 calendar days of the effective date of this Agreement (the effective date is the date of the District Director's signature). This is an increase of \$7,322.00.

Within 45 calendar days of the effective date of this Agreement, GMI will notify (b) 7 e of the terms of this Agreement via internal means or by first class mail, return receipt requested by providing copies of the Notice to Class Member (Attachment 1, "Notice") and the Release of Claims Under Executive Order 11246 (Attachment 2, "Release"). GMI will notify OFCCP within five (5) calendar days, if they are unable to contact (b) 7 e. OFCCP will then initiate efforts to locate her and provide updated contact information to GMI. To receive the monetary settlement, (b) 7 e must sign and return the Release and Interest Form to either OFCCP or GMI within 30 calendar days from the date of delivery.

Within 90 days of the effective date of this Agreement, GMI will pay (b) 7 e (b) 7 e \$10,446.62 (\$9,744.00 in back pay and \$702.62 in interest for loss salary) less legal deductions required by law on the portion representing back pay only (such as federal, state and/or local taxes and FICA). GMI will pay to the Internal Revenue Service ("IRS") the employer's share of social security withholdings, and include the back pay as wages on (b) 7 e IRS W-2 Form and an IRS Form 1099 for that portion of the payment representing interest. These IRS forms will be delivered via internal means (with her pay check, personally) or by first class mail with the settlement check or at the end of the year.

No disbursements of the monetary settlement covered by this Agreement are to be made prior to 45 calendar days following the effective date of this Agreement. GMI will disburse the monetary settlement within ninety (90) days of the effective date of this Agreement.

2. VIOLATION: GMI failed to list all appropriate employment openings, (i.e. all openings except executive and top management positions, positions that will be filled within, and positions lasting three days or less) with an appropriate employment service delivery system serving the location where openings occurred, as required by 41 CFR 60-300.5(a) 2-6. Additionally, GMI failed to undertake outreach and positive recruitment activities that are reasonably designed to effectively recruit qualified special disabled veterans, veterans of the Vietnam era, recently separated veterans, and other protected veterans in accordance with 41 CFR 60-300.5(a)1 and 41 CFR 60-300.44(f).

REMEDY: GMI will immediately list, on an ongoing basis, all employment openings, as defined by 41 CFR 60-300.5(a) 2-6 and contact the local veteran's employment representative serving the location where openings occur to undertake outreach and positive recruitment activities in accordance with the regulatory requirements. GMI will contact the following organization for assistance:

Plano Workforce Center  
1101 Resource Drive, Suite 100  
Plano, Texas 75074  
Phone: 469-229-0099  
Fax: 469-229-0088

PART III: REPORTING:

GMI will submit one report to OFCCP, and shall send the report to:

District Director  
U.S. DOL/OFCCP  
2320 LaBranch Street, Suite 1103  
Houston, Texas 77004

Within 60 calendar days of the effective date of this Agreement, GMI will provide:

1. Documentation (i.e. personnel action form, letter to employee and/or pay stub) to demonstrate that (b) 7 e received a salary adjustment in accordance with the terms of this Agreement.
2. Documentation that all managers, supervisors and other personnel involved in compensation decisions have been trained. The documentation will include the dates of the training, information covered, the names and job titles of all attendees, and the name and job title of each person who conducted the training.
3. Copies of the Notice, Release, cancelled back paycheck and letters returned as undeliverable, if applicable, etc.
4. A copy of the plan for effective monitoring to ensure that the violation does not recur, and
5. A list of actions and supporting documents that show the results of GMI's efforts to comply with Remedy 2 to include the sources contacted, contact person(s) and phone numbers, dates of contacts, and the results of recruitment efforts taken (i.e. the number of covered veterans referred, positions referred to, and the number of referrals hired).

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

GMI agrees not to repeat the above violations.

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

PART IV: SIGNATURES:

This Conciliation Agreement is hereby executed by and between the OFCCP and GMI.

**(b) 7 e**  
CURT BECKEMEYER  
PRESIDENT  
GMI PLANO

Date: 1/04/2013

**(b) 7 e**  
Compliance Officer  
Houston District Office

Date: 1/22/13

**(b) 7 e**  
KAREN HYMAN  
Assistant District Director  
Houston District Office

Date: 1/24/13

**(b) 7 e**  
PATRICIA H. BYRD  
District Director  
Houston District Office

Date: 1/24/13

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

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

Dear:

GMI Plano (“GMI”) 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, Project Manager at its Hampton, Virginia facility during the period January 1, 2010 through December 31, 2010. GMI 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 an annual salary adjustment and a monetary payment of \$10,446.62, 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, Human Resources  
EEO Officer  
GMI Plano  
2201 K Avenue  
Plano, TX 75074

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

If you have any questions you may call (b) 7 e GMI Plano at (972) 543-4207, or OFCCP Compliance Officer (b) 7 e at (713) 718-3800. Your call will be returned as soon as possible. If you fail to complete and return the enclosed Release of Claims to GMI 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 \$10,446.62, (less deductions required by law) by GMI Plano ("GMI") to me, which I agree is acceptable, I \_\_\_\_\_ agree to the following:

I.

I hereby waive, release and forever discharge GMI, 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 a disparity in pay at any time through the effective date of this Release.

II.

I understand that GMI denies that it treated me unlawfully or unfairly in any way and that GMI 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 compliance evaluation initiated by OFCCP on June 28, 2011. I further agree that the payment of the aforesaid sum by GMI to me is not to be construed as an admission of any liability by GMI.

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 GMI by       (DATE)      , I will not be entitled to receive the payment (less deductions required by law) from GMI.

IN WITNESS WHEREOF, I have signed this document on this \_\_\_\_\_ day of

\_\_\_\_\_, 2012.

\_\_\_\_\_  
Signature