

Conciliation Agreement
Between the United States Department of Labor
Office of Federal Contract Compliance Programs
And
The Lane Construction Corporation
90 Fieldstone Court
Cheshire, Connecticut 06410

PART I: General Provisions

1. This Agreement is between the Office of Federal Contract Compliance Programs (hereinafter OFCCP) and The Lane Construction Corporation (hereinafter, Lane).
2. The violation identified in this Agreement was found during a compliance evaluation of Lane at its construction worksites in the Orlando, Florida Standard Metropolitan Statistical Area, which began on February 9, 2011, and it was specified in a Notice of Violation issued May 10, 2011. OFCCP alleges that Lane 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 Lane of any violation of Executive Order 11246, as amended and its implementing regulations.
4. The provisions of this Agreement will become part of Lane's affirmative action program (AAP). Subject to the performance by Lane of all promises and representations contained herein and in its AAP, all named violations in regard to the compliance of Lane with all OFCCP programs will be deemed resolved. However, Lane 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. Lane 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 Lane's compliance. Lane shall permit access to its premises during normal business hours for these purposes.
6. Nothing herein is intended to relieve Lane 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. Lane 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, OFCCP, 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 Lane has violated any portion of this Agreement during the term of this Agreement, Lane 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 Lane 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 Lane has violated this Conciliation 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 Lane 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 Lane for employees as of February 9, 2011, revealed that Lane provided lower compensation to a female (b) (7)(C) employee than to similarly-situated male (b) (7)(C) employees. Time with Lane, time in current job title, experience, and performance did not explain or support the disparity in compensation. Accordingly, OFCCP finds that Lane discriminated in compensation against (b) (7)(C), a female (b) (7)(C) employee paid less because of her gender than male (b) (7)(C) comparators, in violation of 41 CFR 60-1.4(a) (1).

REMEDY: Although Lane affirms that this disparity in pay was unintentional, Lane will adjust the pay rate of (b) (7)(C) and provide (b) (7)(C) with a make-whole monetary settlement.

Lane will immediately modify its compensation system to ensure that this violation ceases. Lane will provide (b) (7)(C) with a salary adjustment equivalent to \$5,720.00 for the current year. In addition, Lane will review its compensation system at least annually and revise it as needed to ensure that this violation does not recur.

No sooner than 45 and no later than 60 days after the District Director's signature on this Agreement, Lane will disburse to (b) (7)(C) \$11,255.63 in back pay, \$412.12 in interest and \$112.56 in back benefits for a total of \$11,780.31; Lane will pay this total to (b) (7)(C) in a lump sum, minus withholdings for applicable federal, state, and/or local tax, and (b) (7)(C) share of FICA. Lane will provide (b) (7)(C) with an IRS Form W-2 for her back pay and benefits and an IRS Form 1099 for the interest amount.

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

Within 90 days of the District Director's signature on this Agreement, Lane will provide training on its equal employment opportunity programs for all persons involved in determining compensation paid to Lane's employees. Lane estimates the cost of this training to be \$3,400.00. Lane will update this training annually.

FUTURE CONDUCT: Lane will not repeat the above violation.

PART III: Reporting

Lane shall submit **two reports**, as stated below, to Miguel A Rivera Jr., District Director—Orlando, United States Department of Labor, Office of Federal Contract Compliance Programs, 1001 Executive Center Drive, Suite 100, Orlando, Florida 32803; Attention: (b) (7)(C), Compliance Officer.

The **first report** shall be due 120 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 adjustments made to (b) (7)(C);
2. Evidence of back pay and interest monies disbursed to (b) (7)(C), including copies of the cancelled checks and pay slips showing the gross amount and legal deductions;
3. Documentation of supplementary contributions that Lane made to (b) (7)(C) 401K account for the period January 13, 2009 through September 30, 2009;
4. Results of Lane's modification of its compensation system, to include findings, additional equity adjustments and back pay, if any; and
5. Documentation of training that Lane provided on its equal employment opportunity programs for all persons involved in determining compensation amounts paid to Lane's employees, including the dates(s) of training, names and titles of recipients and costs.

The **second report** shall be due 12 months after this Agreement is signed by the District Director, OFCCP. The second report will detail the results of Lane's annual review of its compensation system, including findings, additional equity adjustments and back pay, if any.

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

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PART IV: Signatures

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

DATE: 5/13/11

(b) (7) (c)
[Redacted Signature]

Gary F. Jerabek
District Manager
The Lane Construction Corporation
2602 Maitland Center Parkway
Maitland, Florida 32751

DATE: 5/25/11

(b) (7) (e)
[Redacted Signature]

Compliance Officer—Orlando
Office of Federal Contract
Compliance Programs

DATE: 05/31/11

(b) (7) (c)
[Redacted Signature]

Jacqueline Ortiz-Baerga
Assistant District Director—Orlando
Office of Federal Contract
Compliance Programs

DATE: 05/31/11

(b) (7) (c)
[Redacted Signature]

Miguel A. Rivera, Jr.
District Director—Orlando
Office of Federal Contract
Compliance Programs