



CONCILIATION AGREEMENT

Between

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

PARKER CHOMERICS WOBURN
(A DIVISION OF PARKER HANNIFIN CORPORATION)
77 DRAGON COURT
WOBURN, MA 01801
OFCCP CASE NO. R00179749

PART I. PRELIMINARY STATEMENT

The Office of Federal Contract Compliance Programs ("OFCCP") evaluated the Parker Chomerics Woburn establishment located at 77 Dragon Court, Woburn, MA 01801 ("Parker Chomerics Woburn") beginning on December 28, 2012. As a result of this evaluation, OFCCP asserts that Parker Chomerics Woburn failed to comply with the Executive Order 11246, as amended ("E.O. 11246"), and its implementing regulations issued pursuant thereto at 41 C.F.R. Chapter 60.

OFCCP notified Parker Chomerics Woburn of the initial violations and the corrective actions required in a Notice of Violations issued on June 30, 2016 ("NOV"). In the interest of resolving the violations and in exchange for sufficient and valuable consideration described in this document, OFCCP and Parker Chomerics Woburn enter into this Conciliation Agreement ("Agreement") and its attachments, and the parties agree to all the terms therein. The attachments to this Agreement are deemed incorporated into this Agreement.

PART II. GENERAL TERMS AND CONDITIONS

1. In exchange for Parker Chomerics Woburn's fulfillment of all its obligations in this Agreement, OFCCP will not institute administrative or judicial enforcement proceedings under E.O. 11246 based on the violations described in the NOV and in Part III below. However, OFCCP retains the right to initiate legal proceedings to enforce this Agreement if Parker Chomerics Woburn violates any provision of this Agreement. In addition, nothing in this Agreement precludes OFCCP from initiating enforcement proceedings based on future compliance evaluations or complaint investigations.
2. OFCCP may review Parker Chomerics Woburn's compliance with this Agreement. As part of such review, OFCCP may require written reports, inspect the premises, interview witnesses, and examine and copy documents. Parker Chomerics Woburn will permit access to its premises during normal business hours for these purposes, within fourteen (14) days of such a request being made by OFCCP. Parker Chomerics Woburn will also

provide OFCCP with all hard copy or electronic reports requested by OFCCP, including those documents specified in this Agreement, no later than thirty (30) days after such a request is made, unless a shorter time for responding to such requests is specified elsewhere in this Agreement.

3. Nothing in this Agreement relieves Parker Chomerics Woburn of its obligation to fully comply with the requirements of E.O. 11246, Section 503 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 793 ("Section 503"), the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. § 4212 ("VEVRAA"), their implementing regulations, and other applicable equal employment laws.
4. Parker Chomerics Woburn agrees that it will not retaliate against any potential or actual beneficiary of this Agreement or against any person who files a complaint, who has provided information or assistance, or who participates in any manner in any investigation or proceeding under E.O. 11246, Section 503, and/or VEVRAA, or engages in any activity listed at 41 C.F.R. § 60-1.32(a).
5. The parties understand the terms of this Agreement and enter into it voluntarily.
6. This Agreement, including its attachments, constitutes the entire Agreement and represents the complete and final understanding of the parties. This Agreement contains all of the terms binding on the parties and it supersedes all prior written or oral negotiations and agreements. Any modifications or amendments to this Agreement must be agreed upon in writing and signed by all parties.
7. If one or more provisions of this Agreement are deemed unlawful or unenforceable, the remaining provisions will remain in full force and effect.
8. This Agreement becomes effective on the day it is signed by the Regional Director of the Northeast Region of OFCCP (the "Effective Date") unless the Director of OFCCP indicates otherwise within forty-five (45) days of the date the Regional Director signs this Agreement.
9. This Agreement will expire sixty (60) days after Parker Chomerics Woburn submits its final report, unless OFCCP notifies Parker Chomerics Woburn in writing prior to the expiration date that Parker Chomerics Woburn has failed to fulfill all of its obligations under this Agreement, in which case, this Agreement is automatically extended until the date that OFCCP determines that Parker Chomerics Woburn has met all of its obligations under this Agreement.
10. If Parker Chomerics Woburn violates this Agreement.
 - A. The procedures set forth at 41 C.F.R. § 60-1.34 will govern:
 - 1) OFCCP will send Parker Chomerics Woburn a written notice stating the alleged violations and summarizing any supporting evidence.

- 2) Parker Chomerics Woburn will have thirty (30) days from receipt of the notice to respond in writing, except in those cases in which such a delay would result in irreparable injury to the employment rights of affected employees or applicants.
 - 3) If Parker Chomerics Woburn is unable to demonstrate that it has not violated this Agreement, or if OFCCP's notice alleges irreparable injury, enforcement proceedings may be initiated immediately without issuing a show cause notice or proceeding through any other requirement.
- B. Parker Chomerics Woburn may be subject to the sanctions set forth in Section 209 of the Executive Order, 41 C.F.R. § 60-1.27 and/or other appropriate relief for violation of this Agreement.
11. Parker Chomerics Woburn neither admits nor denies any violation of E.O. 11246.
 12. OFCCP may seek enforcement of this Agreement itself and is not required to present proof of any underlying violations resolved by this Agreement.
 13. The parties understand and agree that nothing in this Agreement is binding on other governmental departments or agencies other than the United States Department of Labor.
 14. Each party shall bear its own fees and expenses with respect to this matter.
 15. This Agreement is limited to the facts of this case. Neither this Agreement, nor any part of the negotiations that occurred in connection with this Agreement, shall constitute admissible evidence with respect to any OFCCP policy, practices, or position in any lawsuit, legal proceeding, administrative proceeding, compliance evaluation, or audit, except for legal or administrative proceedings concerning the enforcement or interpretation of this specific Agreement.
 16. All references to "days" in this Agreement are calendar days. If any deadline for an obligation scheduled to be performed under this Agreement falls on a weekend or Federal holiday, that deadline will be extended to the next business day.

PART III. SPECIFIC VIOLATIONS AND REMEDIES

1. COMPENSATION DISCRIMINATION

- A. OFCCP asserts that since at least January 1, 2012, and continuing thereafter, Parker Chomerics Woburn discriminated against Asians and Hispanics employed in the Operatives job group ("JG 7-02") by paying them less than similarly-situated Whites employed in the same job group. This constitutes pattern or practice disparate treatment in the administration of compensation, which is in violation of 41 CFR 60-1.4(a) (1).

- B. OFCCP performed a regression analysis, based on information gathered during the compliance review, which it asserts shows that, since at least January 1, 2012, Parker Chomerics Woburn has paid Asians and Hispanics less per year than Whites within JG 7-02. OFCCP's analysis demonstrates that a statistically significant disparity in compensation remained even when legitimate factors affecting pay were taken into account.

C. NOTICE TO CLASS MEMBERS

1. For purposes of this Agreement only, the affected class members ("Class Members") are 18 Asians and 5 Hispanics who were employed full-time in JG-7-02 at Parker Chomerics Woburn's facility. The Class Members are identified on Attachment A to this Agreement.
2. Within thirty (30) days of the Effective Date, Parker Chomerics Woburn will notify all Class Members terminated since January 1, 2013, of the terms of this Agreement by mailing a first class, certified, return-receipt requested letter to each terminated Class Member. The mailing will include: the Notice to Affected Class (Attachment B, "Notice"), Information Verification Form (Attachment C, "Verification Form"), a Release of Claims Under Executive Order 11246 Form (Attachment D, "Release"), and a postage paid, self-addressed return envelope. Each Class Member (or his/her legal representative in the event that he/she is deceased) shall be given thirty-three (33) days from the postmark date of the Notice to respond by returning the completed Verification Form and Release to Parker Chomerics Woburn. Any response postmarked by the thirty-third day following the postmark date of the Notice shall be considered to have been submitted within the thirty-three (33)-day period.
3. Within thirty (30) days of the Effective Date, Parker Chomerics Woburn will notify all Class Members employed by the company as of the Effective Date of the terms of this Agreement by having a designated company official hand deliver a Settlement Packet to each employee Class Member. The Settlement Packet will include: the Notice to Affected Class (Attachment B, "Notice"), Information Verification Form (Attachment C, "Verification Form"), a Release of Claims Under Executive Order 11246 Form (Attachment D, "Release"), and a postage paid, self-addressed return envelope. Each employee Class Member shall be given thirty-three (33) days from the hand delivery date of the Notice to respond by returning the completed Verification Form and Release to the designated company official or mailing the documents to Parker Chomerics Woburn. Any response signed and dated by the thirty-third day following the hand delivery date of the Notice shall be considered to have been submitted within the thirty-three (33)-day period. Parker Chomerics Woburn shall maintain a record of the date that each employee Class Member received their Settlement Packet and shall make every effort, as necessary, to ensure that all employee Class Members return their Settlement Packets within thirty-three (33) days.

4. Within ten (10) days of its receipt of the last completed Verification Form and Release submitted within the thirty-three (33)-day period, Chomerics Woburn shall provide OFCCP with the following:
 - a. Via overnight mail and/or email, copies of all completed Verification Forms and Releases returned to Parker Chomerics Woburn within the thirty-three (33)-day period and the envelopes bearing a postmark date;
 - b. Via overnight mail and/or email, copies of any completed Verification Forms and Releases returned to Parker Chomerics Woburn after expiration of the thirty-three (33)-day period and the envelopes bearing a postmark date; and
 - c. Via overnight mail and/or email, a list of any Class Members who did not respond at all to the Notice or whose Verification Forms and Releases were returned to Parker Chomerics Woburn as undeliverable, as well as evidence showing the documents were returned as undeliverable and the Class Members' last known addresses and other last known contact information.
 - d. Via overnight mail and/or email, documentation of Parker Chomerics Woburn's efforts with regard to the employee Class Members that did not return their Settlement Packets within thirty-three (33) days.
5. Upon receipt of the list of any Class Members who did not respond at all to the Notice or whose Verification Form and Release were returned to Parker Chomerics Woburn as undeliverable, OFCCP shall attempt to verify the current addresses of the terminated Class Members identified on the list. Within fifteen (15) days of its receipt of such list, OFCCP shall provide to Parker Chomerics Woburn, via email, a list of those terminated Class Members identified on Parker Chomerics Woburn's list for whom OFCCP was able to verify current addresses.
6. In the event that Parker Chomerics Woburn terminates any Class Member employed as of the Effective Date within the thirty-three (33)-day period, the company will notify OFCCP within five (5) days via overnight mail and/or email, and send a mailing to those Class Members' last known addresses, pursuant to Paragraph C. 2 of this Agreement.
7. Within fifteen (15) days of receiving OFCCP's list, Parker Chomerics Woburn shall mail to each Class Member for whom OFCCP was able to verify a current address, copies of the Notice and Verification Form and Release, postage prepaid, address correction requested ("Second Mailing"). Each such Class Member (or his/her legal representative in the event that he/she is deceased) shall be given thirty-three (33) days from the postmark date of the second Notice to respond by returning the completed Verification Form and Release to Parker Chomerics Woburn. Any response postmarked by the thirty-third day following the postmark date of the Notice shall be considered to have been submitted within the thirty-three (33)-day period.

8. Upon receipt of the last completed Verification Form and Release submitted within the thirty-three (33)-day period in response to the Second Mailing, Parker Chomerics Woburn shall compile a list of all Class Members who have submitted completed Verification Forms and Releases in accordance with the instructions in the Notice and within the thirty-three (33)-day period in response to either the initial mailing or the Second Mailing. Said list shall constitute the "Final List." Parker Chomerics Woburn may choose to include on the Final List any Class Member who returned a completed Verification Form and Release after the thirty-three (33)-day period expired, but it is under no obligation to do so.
9. Within fifteen (15) days of its receipt of the last completed Verification Form and Release submitted within the thirty-three (33)-day period in response to the Second Mailing, Parker Chomerics Woburn shall submit to OFCCP, via overnight mail and/or email, the Final List and copies of all completed Verification Forms and Releases not previously submitted to OFCCP.
10. If OFCCP believes any Class Member should be included on the Final List but is not, it shall notify Parker Chomerics Woburn in writing, via email, and identify such Class Members within fifteen (15) days of its receipt of the Final List. In such written notification, OFCCP shall provide Parker Chomerics Woburn the reasons why it believes any Class Member should be included on the Final List. The parties will make every effort and negotiate in good faith to resolve any dispute between them about inclusion or exclusion of any Class Member on the Final List. Any Class Members whom the parties agree will be added to the Final List pursuant to this paragraph will be added no later than thirty-five (35) days after OFCCP's receipt of the Final List.
11. The individuals on the Final List, including any amendments made to the Final List pursuant to Paragraph 10 above, shall be referred to as Eligible Class Members and shall be entitled to a monetary recovery.
12. Class Members who decline to sign the Verification Form and Release or who do not respond to the Notice at all shall not be entitled to any relief described herein. Class Members who complete the Verification Form and Release but return them to Parker Chomerics Woburn after the thirty-three (33)-day period has expired shall not be entitled to any relief described herein unless Parker Chomerics Woburn chooses to include their names on the Final List pursuant to Paragraph D. 6 of this Agreement or if the parties agree to include their names on the Final List pursuant to Paragraph D. 8 of this Agreement.

D. SETTLEMENT FUND

1. In settlement of all claims for back pay and interest, to the affected class, Parker Chomerics Woburn agrees to pay to the Eligible Class Members the amount of \$86,450.06, which includes back pay totaling \$76,108.35, as well as interest totaling \$10,341.71.

2. Within ten (10) days after the Effective Date, Parker Chomerics Woburn will deposit a total of \$86,450.06 in an FDIC-insured interest-bearing account maintained by Parker Chomerics Woburn at the prevailing interest rate. Parker Chomerics Woburn will notify OFCCP no later than five (5) days after this action is complete and will provide appropriate documentation to OFCCP at that time, including the name and address of the FDIC-insured banking institution, the account number for the settlement fund, the date of deposit, the deposit amount, and bank records showing the deposit amount. In addition, upon written request, Parker Chomerics Woburn will provide OFCCP, within fifteen (15) days of receiving such a request, with copies of bank records showing the current balance of the account, list of transactions and the amount of accrued interest on the account. Parker Chomerics Woburn will be responsible for any banking account fees.
3. The amount of \$86,450.06, plus additional interest that accrues on the interest-bearing account ("Settlement Fund") represents the total negotiated amount of estimated back pay and accrued interest due under this Agreement owed to the Eligible Class Members through the Effective Date.
4. Within fifteen (15) days of the parties' agreement of the identity of the Eligible Class Members, OFCCP shall resubmit to Parker Chomerics Woburn, via email and/or overnight mail, a copy of Attachment A showing the minimum gross payment and corresponding percentage proportion of the Settlement Fund that each Eligible Class member shall receive pursuant to this Agreement ("Proportionate Percentage").
5. Within thirty (30) days of its receipt from OFCCP of the list showing the minimum gross payments and Proportionate Percentages, Parker Chomerics Woburn shall take the following actions:
 - a. pay each such Eligible Class Member who is employed by Parker Chomerics Woburn at that time the minimum gross amount listed in the resubmitted Attachment A, pursuant to Paragraph D. 4 above, in the manner in which the Eligible Class Member is normally paid his/her regular salary (e.g., direct deposit or check), subject to all lawful deductions as set forth in paragraph 6 below;
 - b. mail a check to all other Eligible Class Members in the respective amounts determined pursuant to Paragraph D. 4 above, subject to all lawful deductions as set forth in paragraph 6 below; and
 - c. at the time of all payments described in this paragraph, Parker Chomerics Woburn shall also notify OFCCP via email and first class mail that it has forwarded payments to the Eligible Class Members and of the amounts paid to each Eligible Class Member.

6. Parker Chomerics Woburn shall make all legal deductions required by law (e.g., federal, state, and/or local taxes and FICA) and shall pay to the Internal Revenue Service the employer's share of Social Security withholding attributable to each Eligible Class Member's Proportionate Percentage on the portion of the Settlement Fund designated as back pay. At such time as Parker Chomerics Woburn provides its employees with Form W-2s, Parker Chomerics Woburn shall also mail a Form W-2 to each Eligible Class Member who is not employed by Parker Chomerics Woburn. For any portion designated as interest, Parker Chomerics Woburn will issue a Form 1099 at the same time it issues the Form W-2.
7. Within thirty (30) days of making the payments as set forth in paragraphs 5 and 6 above, Parker Chomerics Woburn shall provide OFCCP with:
 - a. Payroll stubs or the equivalent verifying that it has paid Eligible Class Members who are employed by Parker Chomerics Woburn, pursuant to paragraph 5(b) above;
 - b. Copies of all cancelled checks from Eligible Class Members who were mailed checks pursuant to paragraph 5(c) above that have been received by Parker Chomerics Woburn as of such time; and
 - c. All other cancelled checks and all checks returned as undeliverable at the end of each subsequent thirty-day period during which any such cancelled and/or returned checks are received, up to 180 days after the date of mailing checks to Eligible Class Members as set forth in paragraph 5.
8. OFCCP will have thirty (30) days from receipt of any checks returned as undeliverable to an Eligible Class Member to locate the specific Eligible Class Member and to inform Parker Chomerics Woburn of a corrected address so that the check may be re-mailed. Parker Chomerics Woburn will re-mail the check by certified mail within fifteen (15) days of receiving from OFCCP the corrected address.
9. Any check sent to an Eligible Class Member which remains uncashed 180 days after either the date on which the check was initially mailed to the Eligible Class Member, or the date on which the check was mailed to the Eligible Class Member for the second time pursuant to the process described in paragraph 8 above, or which is returned as undeliverable after the process described in paragraph 8 above has been completed, whichever is later, shall be void. Further:
 - a. Any amount of money remaining in the Settlement Fund due to any such uncashed or undeliverable checks ("Residual Amount") shall be shared among all Eligible Class Members for whom payment was deposited or who cashed checks sent to them pursuant to paragraphs 5 and/or 8 of this Agreement;

- b. Payment of shares of any Residual Amount shall be made in the manner specified in paragraph 5; and
- c. Parker Chomerics Woburn shall provide written verification of any residual amount that is in the Settlement Fund just prior to making the payments described in this paragraph, in the form of a bank statement or other similar document provided by the financial institution holding the Settlement Fund.

E. SALARY ADJUSTMENTS

- 1. Within one hundred twenty (120) days of the Effective Date, Parker Chomerics Woburn will conduct a compensation analysis for JG 7-02 at the Woburn facility and will also provide OFCCP with all pertinent information necessary for OFCCP to conduct a compensation analysis for JG 7-02, including but not limited to payroll data, all information relating to salary adjustments that incorporate performance reviews, and the ethnicity and/or race of all new individuals hired in JG 7-02. In addition, Parker Chomerics Woburn will provide OFCCP with enough information for the Agency to replicate the company's compensation analysis, including, but not limited to, the factors used (such as time in company and performance) and a narrative discussing the results. Parker Chomerics Woburn will investigate and remedy any compensation disparities based on ethnicity and/or race that cannot be explained by legitimate factors, through salary adjustments.
- 2. On an annual basis for three years from the execution of this Agreement, i.e. the term of this Agreement, Parker Chomerics Woburn shall conduct a compensation analysis for JG 7-02 and will also provide OFCCP with all pertinent information necessary for OFCCP to conduct a compensation analysis for JG 7-02, including but not limited to payroll data, all information relating to salary adjustments that incorporate performance reviews, and the ethnicity and/or race of all new individuals hired in JG 7-02. In addition, Parker Chomerics Woburn will provide OFCCP with enough information for the Agency to replicate the company's compensation analysis, including, but not limited to, the factors used (such as time in company and performance) and a narrative discussing the results. Parker Chomerics Woburn will investigate and remedy any compensation disparities based on ethnicity and/or race that cannot be explained by legitimate factors, through salary adjustments.

F. NON-MONETARY REMEDIES FOR AFFECTED CLASS

- 1. Equal Employment Opportunities. Parker Chomerics Woburn will ensure that all employees are afforded equal employment opportunities with respect to Parker Chomerics' policies and practices that affect compensation. Parker Chomerics Woburn agrees to continue or to implement the corrective actions detailed below.

2. Evaluation. For JG 7-02, Parker Chomerics Woburn will evaluate whether starting salaries, salary increases, promotion decisions, performance evaluation ratings, procedures for assigning work, the availability of training opportunities, leave policies, steering applicants into low paying jobs, and/or limiting the opportunity to transfer to better jobs have a disproportionately negative effect on the compensation of Asians and Hispanics.
3. Implement Improved Policies. Parker Chomerics Woburn will review and revise its policies, as necessary, to eliminate all practices that had an adverse effect on the compensation of Asians and Hispanics in JG 7-02, based on OFCCP's analysis. Parker Chomerics Woburn will review and revise its guidelines, as necessary, for determining the starting salaries to be assigned to newly hired employees. Parker Chomerics Woburn will also review and revise its procedures, as necessary, ensuring compensation decisions are tracked and evaluated for compliance with all policies and documents are retained in accordance with 41 C.F.R. 60-1.12(a) and Part 60 3.
4. Training. Within one hundred twenty (120) days of the Effective Date, Parker Chomerics Woburn will train all individuals involved in any way in determining compensation on any new and/or revised policies, procedures, and programs developed under Part III 1. E. 3. of this Agreement.
5. Self-monitoring/Auditing. Parker Chomerics Woburn will monitor base salary for employees in JG 7-02 for any indication of disparities based on ethnicity and/or race and will investigate and remedy any such inequity that cannot be explained by legitimate factors, through salary adjustments.

Parker Chomerics Woburn expressly agrees to investigate any complaint or information it receives that may indicate compensation disparities.

Parker Chomerics Woburn commits to self-monitor its compensation program for employees in JG 7-02 on an annual basis..

2. FAILURE TO PERFORM AN IN-DEPTH ANALYSIS OF ITS TOTAL EMPLOYMENT PROCESS

- A. Violation: OFCCP asserts that Parker Chomerics Woburn violated 41 CFR 60-2.17(b) (3) by failing to perform an in-depth analysis of its total employment process to determine whether and where impediments to equal employment opportunity exist. Specifically, Parker Chomerics Woburn failed to identify, through in-depth analysis, whether there were any ethnicity and/or race-based disparities in its compensation systems for JG 7-02.
- B. Remedy: Parker Chomerics Woburn will perform in-depth analyses of its total employment process to determine whether and where impediments to equal

employment opportunity exist, including analyzing all impediments that result in ethnicity and/or race-based disparities in compensation within JG 7-02.

Parker Chomerics Woburn will incorporate these analyses and determinations into the Identification of Problem Areas section of the now-current Affirmative Action Programs ("AAPs"). Parker Chomerics Woburn will update these analyses annually and incorporate them into Parker Chomerics Woburn's future AAPs.

3. FAILURE TO DEVELOP AND IMPLEMENT AN INTERNAL AUDIT AND REPORTING SYSTEM

- A. Violation: OFCCP asserts that Parker Chomerics Woburn failed to develop and implement an internal audit and reporting system that periodically measures the effectiveness of its total affirmative action program, in violation of 41 CFR 60-2.17(d)(1) through (4). Specifically, Parker Chomerics Woburn failed to monitor records of all personnel activity; failed to require internal reporting on a scheduled basis as to the degree to which equal employment opportunity and organizational objectives are attained; failed to review and report results with all levels of management; and failed to advise top management of program effectiveness and submit recommendations to improve unsatisfactory performance.
- B. Remedy: Parker Chomerics Woburn will develop and implement an internal audit and reporting system that periodically measures the effectiveness of its total affirmative action program to ensure equal employment opportunity in accordance with 41 CFR 60-2.17(d)(1) through (4), particularly with regard to Asians and Hispanics, when administering its pay practices for JG 7-02.

The internal audit and reporting system will include the following:

- a. Monitoring records of all personnel activity including referrals, applications, placements, transfers, promotions, terminations, and compensation, at all levels to ensure that its nondiscriminatory policy is carried out;
- b. Requiring internal reporting on a scheduled basis as to the degree to which equal employment opportunity and organizational objectives are attained;
- c. Reviewing report results with all levels of management; and
- d. Advising top management of program effectiveness and submitting recommendations, including specific steps and concrete strategies, to improve unsatisfactory performance.

PART IV. REPORTS REQUIRED.

1. Parker Chomerics Woburn will submit the documents and reports described below to:

Rhonda Aubin-Smith
District Director
U.S. Department of Labor, OFCCP
Boston District Office
JFK Federal Building, Room E235
15 New Sudbury St.
Boston, MA 02203

- A. Within sixty (60) days of the Effective Date Parker Chomerics Woburn will submit a copy of any written revised compensation policies and practices described in Part III 1. F. 3. of this Agreement.
- B. Within sixty (60) days of the Effective Date, Parker Chomerics Woburn will submit copies of any documents showing it has taken the Corrective Action identified under Part III 2 and 3.
- C. Within one hundred twenty (120) days of the Effective Date, Parker Chomerics Woburn will submit documentation that all managers, supervisors, and other personnel involved in making compensation decisions for JG 7-02 have received training on any revised policies, developed under Part III, 1. F. 4. of this Agreement. The documentation will include the dates of the training, the names and job titles of all attendees, an outline of the topics discussed during the training, and the name and job title of each person who conducted the training.
- D. Parker Chomerics Woburn will submit all documents and information referenced in Parts III and IV of this Agreement within the prescribed timeframes.
- E. Parker Chomerics Woburn will submit three progress reports. The first report will be due one hundred twenty (120) days from the Effective Date, as described in Part III, 1.E. 1, of this Agreement. Each subsequent report will be due on March 30 of that year, utilizing compensation data current as of January 1 of that year, as described in Part III, 1.E. 2, of this Agreement. Parker Chomerics Woburn will submit the following in each progress report:
 - a. Parker Chomerics Woburn will provide OFCCP, as described in Part III, 1.E. 1 and 2. of this Agreement:
 - The compensation database;
 - The analysis, by ethnicity and/or race, of employees' pay in Job Groups 7-02 identifying any differences in pay, and;
 - If differences that can't be explained by legitimate factors are identified, documentation of pay adjustments.
 - b. Parker Chomerics Woburn will provide documentation describing all salary adjustments required by Part III, 1. E. 1., 2. and F. 5 of this Agreement. The documentation will include the amount of each adjustment, the date each

adjustment will be/was made, and the ethnicity and/or race of each individual receiving an adjustment.

2. Parker Chomerics Woburn agrees to retain all records relevant to the violations cited in Part III above and the reports submitted or created in compliance with this Agreement. These records include underlying data and information such as Human Resources Information System (HRIS) and payroll data, job applications and personnel records, and any other records or data used to generate the required reports. Parker Chomerics Woburn will retain the records until this Agreement expires or for the time period consistent with regulatory requirements, whichever is later.

PART V. SIGNATURES

The person signing this Agreement on behalf of Parker Chomerics Woburn personally warrants that he or she is fully authorized to do so, that Parker Chomerics Woburn has entered into this Agreement voluntarily and with full knowledge of its effect, and that execution of this Agreement is fully binding on Parker Chomerics Woburn.

This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and Parker Chomerics Woburn, 77 Dragon Court, Woburn, MA 01801.

(b) (6), (b) (7)(C)
Signature

ANGELA SIMMONS
Associate General Counsel
Parker Chomerics Woburn

Date: January 18, 2017

(b) (6), (b) (7)(C)
Signature

RHONDA AUBIN-SMITH
District Director
Boston District Office
OFCCP - Northeast Region

Date: January 18, 2017

(b) (6), (b) (7)(C)
Signature

DIANA SEN
Regional Director
OFCCP - Northeast Region

Date: 1/19/17

(b) (6), (b) (7)(C), (b) (7)(E)
Signature

Compliance Officer
Boston District Office
OFCCP - Northeast Region

Date: January 18, 2017

(b) (6), (b) (7)(C)
Signature

ADRIANA LOPEZ
Assistant District Director
Boston District Office
OFCCP - Northeast Region

Date: 1/18/2017


ATTACHMENT "A"

LIST OF 23 CLASS MEMBERS

Job Group 7-02

Employee ID Numbers:

(b) (6), (b) (7)(C)



(b) (6), (b) (7)(C)

(b) (6),
(b) (7)(C)



18.17

ATTACHMENT "B"

NOTICE TO AFFECTED CLASS MEMBERS

Dear [NAME]:

Parker Chomerics Woburn ("Parker Chomerics Woburn") and the Department of Labor's Office of Federal Contract Compliance Programs ("OFCCP") have entered into a Conciliation Agreement (the "Agreement") to remedy the violations of Executive Order 11246 (E.O. 11246), that OFCCP asserts it found during a compliance review of Parker Chomerics Woburn's facility. OFCCP's analysis showed that since January 1, 2012, Asians and Hispanics in Job Group 7-02 were paid significantly less per year than Whites in the same job group. Parker Chomerics Woburn neither admits nor denies any violation of E.O. 11246 and there has not been any adjudicated finding that Parker Chomerics Woburn violated any laws. OFCCP and Parker Chomerics Woburn entered into this Agreement to resolve the matter without resorting to further legal proceedings.

You have been identified as one of the individuals who work or did work in Job Group 7-02 between January 1, 2012 to December 31, 2013. Under this Agreement, you may be eligible to receive a payment of at least [INSERT APPROPRIATE AMOUNT] (less deductions required by law). Under the terms of this Agreement it may take up to six months from the date of this letter before you receive your payment. In order to be eligible for a payment, you must complete, sign, and timely return the enclosed Information Verification Form and Release of Claims Under Executive Order 11246 Form.

This form should be mailed as soon as possible and must be postmarked to the address below no later than thirty-three (33) days after the date this Notice was postmarked for you to be entitled to participate in this settlement:

(b) (6), (b) (7)(C)
Division Human Resource Manager
Parker Hannifin Chomerics Woburn
77 Dragon Court
Woburn, MA 01801

You may use the enclosed postage-paid return envelope to return the completed and signed Information Verification Form and Release.

If you have any questions you may call me at (b) (6), (b) (7)(C) or OFCCP Compliance Officer (b) (6), (b) (7)(C), (b) (7)(E) at (b) (6), (b) (7)(C), (b) (7)(E). Your call will be returned as soon as possible.

If you fail to complete and return the enclosed document(s) to Parker Chomerics Woburn within thirty-three (33) days of the date the envelope containing this Notice was postmarked, you will forfeit any rights to participate in this settlement and will not be eligible to receive a payment.

(b) (6), (b) (7)(C)

1-18-17

Sincerely,

(b) (6), (b) (7)(C)

Division Human Resource Manager

Enclosures: Information Verification Form
Release of Claims Under Executive Order 11246 Form

(b) (6), (b) (7)(C)

148.17

ATTACHMENT "C"

INFORMATION VERIFICATION FORM

You must complete this form in order to be eligible for the monetary payment under the terms of the Conciliation Agreement between Parker Chomerics Woburn and the Department of Labor's Office of Federal Contract Compliance Programs. Please write legibly, including your signature.

Printed Name: _____

Address: _____

Telephone Nos.:

Home: () _____
Cell: () _____
Work: () _____

Social Security Number (to be used for tax purposes only): _____

For purposes of this settlement, it is necessary to verify your ethnicity and/or race:

White: _____
Black/African American: _____
Hispanic/Latino: _____
Native Hawaiian/Pacific Islander: _____
Asian: _____
American Indian/Alaskan Native: _____
Two or More Races: _____
Other: _____

Please notify Parker Chomerics Woburn at the address below if your address or phone number changes within the next twelve months.

1.8.17

(b) (6), (b) (7)(C)

Division Human Resource Manager
Parker Hannifin Chomerics Woburn
77 Dragon Court
Woburn, MA 01801

If you fail to complete and return the enclosed documents to the address below within thirty-three (33) days of the date of the envelope containing this Notice was postmarked, you will not be eligible to receive a payment.

I, (print name) _____, certify the above is true and correct.

Signature: _____

Date: _____

(b) (6), (b) (7)
(C)

(b) (6),
(b) (7)

1.18.17

ATTACHMENT "D"

RELEASE OF CLAIMS UNDER EXECUTIVE ORDER 11246

This Release of Claims under Executive Order 11246 ("Release") is a legal document. This Release states that in return for Parker Hannifin Chomerics ("Parker Chomerics Woburn") paying you money, you agree that you will not file any lawsuit against Parker Chomerics Woburn for allegedly violating Executive Order 11246 in its compensation of ethnicity and/or race for Asians and Hispanics employed in Job Group 7-02. It also says that Parker Chomerics Woburn does not admit or deny it violated Executive Order 11246. This Release says you had sufficient time to look at the Release; to talk with others about the Release, including an attorney if you choose; and that no one pressured you into signing the Release. Finally, the Release says that if you do not sign and return the document by a certain date, you will not be eligible to receive any money from the settlement between OFCCP and Parker Chomerics Woburn.

In consideration of the payment of at least [INSERT APPROPRIATE AMOUNT] (less deductions required by law) by Parker Chomerics Woburn to me, which I agree is acceptable, I (print name):

_____ agree to the following:

- I. I understand that the amount of at least \$____, set forth above, is the minimum gross amount of my portion of the monetary settlement between OFCCP and Parker Chomerics Woburn, and that the actual payment to me will be reduced, in part, to account for legally required payroll deductions such as income tax withholding and Social Security contributions. I understand that this payment will be reflected on an Internal Revenue Service Form W-2 and a Form 1099 at the end of the calendar year in which the payment is made. Monies reported on the Form 1099 will not be reduced for taxes or other payroll deductions and I understand that I may owe income taxes on the amounts reported to me on the Form 1099.
- II. In exchange for the monetary amount set forth above, I hereby waive, release and forever discharge Parker Chomerics Woburn, 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 my compensation as an employee in Job Group 7-02 on the basis of my ethnicity and/or race at any time prior to the date of my signature on this Release.
- 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 and seek legal advice. I further declare that I have decided of my own free will to sign this Release.

I understand that if I do not sign and return this Release and the Information Verification form within thirty-three (33) days from the date the envelope containing this Release was postmarked,

J. R. RIT

then I will not be eligible for any of the financial relief agreed upon by Parker Chomerics Woburn and OFCCP.

IN WITNESS WHEREOF, I have signed this document on this the _____ day of _____, 2017.

Signature: _____

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

1-18-17