

Conciliation Agreement
Between the United States Department of Labor
Office of Federal Contract Compliance Programs
And
Spring Lake NC, LLC
1540 6th Street N.W.
Winter Haven, Florida 33881

PART I: General Provisions

1. This Agreement is between the Office of Federal Contract Compliance Programs (hereinafter OFCCP) and Spring Lake NC, LLC (hereinafter Spring Lake).
2. The violations identified in this Agreement were found during a compliance evaluation of Spring Lake establishment located at 1540 6th Street NW, Winter Haven, Florida which began on April 25, 2011, and they were specified in a Notice of Violation issued on November 5, 2012. OFCCP alleges that Spring Lake has violated 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 at 41 CFR Chapter 60, due to the specific violations cited in Part II below.
3. This Agreement does not constitute an admission by Spring Lake of any violation 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.
4. The provisions of this Agreement will become part of Spring Lake's affirmative action programs (AAPs). Subject to the performance by Spring Lake of all promises and representations contained herein and in its AAPs, all named violations in regard to the compliance of Spring Lake with all OFCCP programs will be deemed resolved. However, Spring Lake 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. Spring Lake 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 Spring Lake's compliance. Spring Lake shall permit access to its premises during normal business hours for these purposes.
6. Nothing herein is intended to relieve Spring Lake 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.

**Spring Lake NC, LLC
Conciliation Agreement**

7. Spring Lake 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).
8. This Agreement will be deemed to have been accepted by the Government on the date of signature by the District Director, OFCCP, unless the Regional Director 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 Spring Lake has violated any portion of this Agreement during the term of this Agreement, Spring Lake 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 Spring Lake 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 Spring Lake 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 Spring Lake to sanctions set forth in Section 209 of Executive Order, 41 CFR 60-741.66, 41 CFR 60-300.66, and /or other appropriate relief.

PART II: Specific Provisions

1. **VIOLATION:** Compensation data provided by Spring Lake for all employees as of January 1, 2011 revealed that Spring Lake provided lower compensation to a Black employee than to a similarly situated non-Black employee in the (6), (7)(C) job title. Time with Spring Lake, time in current job title, education and performance did not explain the disparity in compensation. Accordingly, OFCCP finds that Spring Lake failed to provide equitable compensation to (6), (7)(C), a Black (6), (7)(C), because of his race, than to a non-Black comparator, in violation of 41 CFR 60-1.4(a)(1).

REMEDY: Although Spring Lake affirms that this disparity in pay was unintentional, Spring Lake will disburse to (6), (7)(C) \$14,608.93 in back pay and \$1,066.08 in interest, totaling \$15,675.01. Spring Lake will pay this total to (6), (7)(C) in a lump sum minus deductions required by law. Spring Lake will provide (6), (7)(C) with an IRS Form W-2 for his share of the back pay and an IRS Form 1099 for his share of the interest amount.

**Spring Lake NC, LLC
Conciliation Agreement**

Additionally, Spring Lake will provide (6), (7)(C) with a salary raise of \$5,595.20 for the current year.

Spring Lake will complete the process of monetary distribution no sooner than 45 days and no later than 90 days from the date this Agreement is signed by the District Director, OFCCP.

Spring Lake will not retaliate, harass, or engage in any form of reprisal or other adverse action against (6), (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, Spring Lake will provide training on its equal opportunity programs for persons involved in determining employee compensation.

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

2. **VIOLATION:** Spring Lake failed to preserve personnel and employment records for a period of not less than two years from the date of a) the making of the record or b) the personnel action involved, whichever occurred later. Specifically, Spring Lake failed to preserve complete and accurate records of its application and selection procedures. 41 CFR 60-1.12(a), 41 CFR 60-300.80(a) and 41 CFR 60-741.80(a).

REMEDY: Spring Lake will preserve all personnel and employment records it makes or keeps in either electronic or hard copy format, including but not limited to all expressions of interest through the internet or related electronic data technologies, records related to internal and/or external databases, physical and online applications, testing materials, and interview records, for a period of not less than two years from the date of the making of the record or the personnel action involved, whichever occurs later. Where a compliance evaluation has been initiated by OFCCP, Spring Lake will preserve all employment and personnel records until OFCCP makes a final disposition in the matter, even if such preservation is beyond the two-year period.

FUTURE CONDUCT: Spring Lake will not repeat the above violations.

PART III: Reporting

Spring Lake shall submit **two reports**, as stated below, to Assistant District Director—Orlando, United States Department of Labor, Office of Federal Contract Compliance Programs, 1001 Executive Center Drive, Suite 100, Orlando, Florida 32803.

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 the black (6), (7)(C);

**Spring Lake NC, LLC
Conciliation Agreement**

2. Evidence of back pay and interest monies disbursed to the black (b) (6), (b) (7)(C), including copies of the cancelled checks and pay slips showing the gross amount and legal deductions; and
3. Results of Spring Lake's review of its compensation system, including findings, additional equity adjustments and back pay, if any.

The **second report** shall be due on September 15, 2013. The second report shall consist of the following:

1. Results of Spring Lake's annual review of its compensation system, including findings, additional equity adjustments and back-pay, if any; and
2. Documentation of training that Spring Lake provided on its equal employment opportunity programs for all persons involved in determining compensation paid to Spring Lake's employees, including any training cost for the above item in excess of Spring Lake's customary training expenditures.

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 Assistant District Director gives notice to Spring Lake that Spring Lake has satisfied its reporting requirements, whichever occurs earlier, unless OFCCP notifies Spring Lake in writing prior to the end of the 90 days period that Spring Lake has not satisfied its reporting requirements pursuant to this Agreement.

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

**Spring Lake NC, LLC
Conciliation Agreement**

PART IV: Signatures

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

DATE: 11/20/12

(6), (7)(C)

Tino Manco
Executive Director
Spring Lake NC, LLC
1540 6th. Street, N. W.
Winter Haven, Florida 33881

DATE: 11/27/2012

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

Compliance Officer—Orlando
Office of Federal Contract
Compliance Programs

DATE: 11/27/2012

(6), (7)(C)

Alvin Q. Mitchell
Assistant District Director—Orlando
Office of Federal Contract
Compliance Programs

DATE: 11/27/12

(6), (7)(C)

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