

Conciliation Agreement
Between the U.S. Department of Labor
Office of Federal Contract Compliance Programs
and
Wyle Laboratories, Inc
128 Maryland Street
El Segundo, California 90245

PART I: General Provisions

1. This Agreement is between the Office of Federal Contract Compliance Programs (hereinafter OFCCP) and Wyle Laboratories, Inc. located at 128 Maryland Street, El Segundo, California.
2. The violations identified in this Agreement were found during a compliance review of Wyle Laboratories, Inc. which began on June 13, 2011, and it was specified in a Notice of Violation issued August 26, 2011. OFCCP alleges that Wyle Laboratories, Inc. has violated Executive Order 11246, as amended, and implementing regulations at 41 CFR Chapter 60 due to specific violations cited in Part II below.
3. This Agreement does not constitute an admission by Wyle Laboratories, Inc. of any violation of Executive Order 11246, as amended, and implementing regulations.
4. The provisions of this Agreement will become part of Wyle Laboratories, Inc.'s Affirmative Action Programs (AAP). Subject to the performance by Wyle Laboratories, Inc. of all promises and representations contained herein and in its AAP, all named violations in regard to the compliance of Wyle Laboratories, Inc. with all OFCCP programs will be deemed resolved. However, Wyle Laboratories, Inc. 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. Wyle Laboratories, Inc. 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 Wyle Laboratories, Inc.'s compliance. Wyle Laboratories, Inc. shall permit access to its premises during normal business hours for these purposes.
6. Nothing herein is intended to relieve Wyle Laboratories, Inc. from the obligation to comply with the requirements of 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), and implementing regulations, or any other equal employment statute or executive order or its implementing regulations.
7. Wyle Laboratories, Inc. 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

(b) (7) (c)

10-7-11

PART II: Specific Provisions

1. **Violation:** OFCCP concluded that Wyle Laboratories, Inc. failed to ensure that its employees were compensated without regard to their race, as required by 41 CFR 60-1.4(a). A review of compensation practices for the (b) (7) (c) position as of June 17, 2011, lead OFCCP to conclude that a non-minority incumbent was compensated at a lesser rate than a similarly-situated minority counterpart. Additionally, a review of compensation practices for the (b) (7) (c) positions as of June 17, 2011, lead OFCCP to conclude that minority incumbents were compensated at a lesser rate than their similarly-situated non-minority counterparts.

Specifically, a review of the available records, job description and pay information provided by Wyle Laboratories, Inc. and the results of interviews with managers and employees conducted during the compliance evaluation lead OFCCP to conclude support the finding that a non-minority in the (b) (7) (c) position received a lower salary than a similarly-situated minority counterpart and the finding that minorities in the (b) (7) (c) positions received a lower salary than their similarly-situated non-minority counterparts.

Remedy: Wyle Laboratories, Inc. agrees to revise its compensation practices and take steps to ensure that its compensation system provides an equal opportunity to all of its employees, regardless of race. This applies to all aspects of compensation, including, but not limited to, initial salary at time of hire and progression into higher paying categories. In order to resolve this violation, Wyle Laboratories, Inc. agrees to the following:

- a. Within 30 days from the effective date of this Agreement or within 10 days of each employee's submission of a signed release of claims, or whichever is later, provide total back pay in the amount of \$73,447.75 and interest in the amount of \$3,613.48 to (b) (7) (c) as identified in Attachment A. Additionally, effective November 1, 2011, Wyle Laboratories, Inc. agrees to increase the salaries for (b) (7) (c) as identified in Attachment A in the total amount of \$33,090. Submission of a signed release of claims (Attachment B) by the employee is a pre-condition of each payment specified in this paragraph.
- b. Conduct an analysis of its compensation practices as they impact all employees.
- c. Revise compensation policies and procedures where necessary to further ensure that all compensation decisions are made on a non-discriminatory basis.
- d. Provide training to those managers who participate in the application of any component of the compensation system at Wyle Laboratories, Inc. The purpose of the training is to familiarize those managers with principles underlying the uniform application of criteria, which are used to establish compensation.

(b) (7) (c)
10-7-11

PART III: Reporting

In order for the OFCCP to monitor compliance with this Conciliation Agreement, Wyle Laboratories, Inc. agrees to furnish the U.S. Department of Labor, Office of Federal Contract Compliance Programs, Los Angeles District Office, 1640 S. Sepulveda Boulevard, Suite 440, Los Angeles, California 90025, with the following report:

<u>Report Due Date</u>	<u>Period Covered</u>
Report 1: April 16, 2012	Effective date of Agreement through March 31, 2012

The progress report shall contain the following:

1. Evidence of back pay and pay increases given to the class members listed in Attachment A, including copies of cancelled checks or payroll records showing pay increases.
2. Evidence of training provided to the managers who participate in the application of any component of the compensation process, including the date and location of the training, names and positions of the trainers, names and positions of the managers who attended, and copies of the sign-in sheet and training materials.

Termination Date:

This Agreement shall remain in effect until May 30, 2012 or until OFCCP's written acceptance of the progress report, whichever date is later.

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PART IV: Signatures

This Conciliation Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and Wyle Laboratories, Inc., 128 Maryland Street, El Segundo, California 90245.

10-7-2011
Date

(b) (7) (c)

JIM PINYAN
Director of Operations
Wyle Laboratories, Inc., Inc.
128 Maryland Street
El Segundo, California 90245

10/12/11
Date

(b) (7) (e)

Compliance Officer
Office of Federal Contract
Compliance Programs
Los Angeles District Office

10/13/11
Date

(b) (7) (c)

WILLIAM D. SMITHERMAN
Regional Director
Office of Federal Contract
Compliance Programs
Pacific Region
San Francisco, California

10/12/11
Date

(b) (7) (c)

ROBERT DOLES
Assistant District Director
Office of Federal Contract
Compliance Programs
Los Angeles District Office

10/12/11
Date

(b) (7) (c)

DANE SUHR
District Director
Office of Federal Contract
Compliance Programs
Los Angeles District Office

(b) (7) (c)

✓ 10-7-11

Attachment A

Employee	Job Title	Previous Annual Pay Rate	Revised Annual Pay Rate (effective 11/1/11)	Salary Adjustment	Back-pay (6/17/09 – 6/17/11)	Interest
(b) (7)(C)				\$1,399.00	\$2,798.00 + \$315.00 (OT & DD)	\$153.00
				\$7,553.00	\$15,106.00 + \$1,579.97 (Avg OT & DD)	\$821.22
				\$7,553.00	\$15,106.00 + \$1,579.97 (Avg OT & DD)	\$821.22
				\$7,553.00	\$15,106.00 + \$1,579.97 (Avg OT + DD)	\$821.22
				\$4,516.00	\$9,032.00 + \$1,106.42 (Avg OT + DD)	\$498.41
				\$4,516.00	\$9,032.00 + \$1,106.42 (Avg OT + DD)	\$498.41
				TOTAL		

J.A.P.
10-7-11