

Conciliation Agreement
Between the
U.S. Department of Labor Office of Federal Contract Compliance
Programs
and
Rockwell Collins, Inc.
400 Collins Road
Cedar Rapids, IA 52498
OFCCP Case No. R00203453

PART I. Preliminary Statement

The Office of Federal Contract Compliance Programs (“OFCCP”) evaluated the Rockwell Collins, Inc. establishment located at 400 Collins Road in Cedar Rapids, Iowa 52498, beginning on March 23, 2017. As a result of this evaluation, OFCCP alleges that Rockwell Collins, Inc. was not in compliance with Executive Order 11246 as amended (“E.O. 11246” or “Executive Order”), and its implementing regulations at 41 Code of Federal Regulations (“C.F.R.”) Chapter 60. In the interest of resolving the alleged violations without engaging in further legal proceedings and in exchange for sufficient and valuable consideration described in this document, OFCCP and Contractor enter into this contract (“Conciliation Agreement” or “Agreement”) and its attachments, and agree to all the terms therein. The attachments to this Agreement are deemed incorporated into this Agreement.

In late 2018, after the period under review by OFCCP, United Technologies Corp. acquired Rockwell Collins, Inc. The company is doing business as Collins Aerospace. For the purpose of this Agreement, Rockwell Collins, Inc. and its successor entity shall be collectively known as “Contractor.”

PART II. General Terms and Conditions

1. In exchange for Contractor’s fulfillment of all obligations in this Agreement, OFCCP will not institute administrative or judicial enforcement proceedings under E.O. 11246 based on the alleged violations described in more detail in Part III. However, OFCCP has the right to initiate legal proceedings to enforce this Agreement itself or to correct and obtain relief for the violations described in Part III if Contractor violates any provision of this Agreement. Nothing in this Agreement precludes OFCCP from initiating enforcement proceedings based on future compliance evaluations or complaint investigations.
2. OFCCP may review Contractor’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. Contractor will permit access to its premises during normal business hours for these purposes and will provide OFCCP with all hard copy or relevant electronic reports requested, including those specified in this Agreement.

3. Nothing in this Agreement relieves Contractor 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 any other applicable equal employment laws requiring nondiscrimination or equal employment opportunity through affirmative action.
4. Contractor and OFCCP agree that any release of claims required by this Agreement will only pertain to claims under E.O. 11246, Section 503, and/or VEVRAA.
5. Contractor 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 in this matter.
6. The parties understand the terms of this Agreement and enter into it voluntarily.
7. 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 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. If an administrative error is found, OFCCP will work in good faith with all parties to make the corrections.
8. This Agreement becomes effective on the day it is signed by the Deputy Regional Director of the Midwest Region (“the Effective Date”).
9. If one or more provisions of this Agreement are deemed unlawful or unenforceable, the remaining provisions will remain in full force and effect.
10. This Agreement will expire sixty (60) calendar days after Contractor submits its report required in Part IV below, unless OFCCP notifies Contractor in writing prior to the expiration date that Contractor has failed to fulfill all of its obligations under this Agreement. In this instance, the Agreement is automatically extended until the date that OFCCP determines that Contractor has met all of its obligations under the Agreement.
11. If Contractor violates this Agreement,
 - A. The procedures set forth at 41 C.F.R. § 60-1.34 will govern:
 - 1) OFCCP will send Contractor a written notice stating the alleged violations and summarizing any supporting evidence.
 - 2) Contractor will have fifteen (15) calendar days from receipt of the notice to

respond, 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 Contractor is unable to demonstrate that it has not violated this Agreement, or if OFCCP alleges irreparable injury, enforcement proceedings may be initiated immediately without issuing a show cause notice or proceeding through any other requirement.
- 4) In the event of a breach of this Agreement by Contractor, OFCCP may elect to proceed to a hearing on the entire case and seek full make-whole relief, and not be limited to the terms agreed to in the Agreement.

B. Contractor 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.

12. This agreement does not constitute an admission or denial by Contractor of any violation of E.O. 11246, Section 503, VEVRAA or other laws, nor has there been an adjudicated finding that Contractor violated any laws.
13. OFCCP may seek enforcement of this Agreement itself and is not required to present proof of any underlying violations resolved by this Agreement.
14. 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.
15. Each party shall bear its own fees and expenses with respect to this matter.
16. 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, practice, 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.
17. All references to days in this Agreement, and in the Timeline included as Attachment C, are calendar days. If any deadline for an obligation scheduled to be performed under this Agreement falls on a weekend or a Federal holiday, that deadline will be extended to the next business day.

PART III. Discrimination Violation

1. Alleged Violation: OFCCP alleges that Contractor is not in compliance with the nondiscrimination requirements of the equal opportunity clause of E.O. 11246

Section 202 and 41 C.F.R. § 60-1.4(a)(1). OFCCP's analysis of Contractor's compensation process led the Agency to allege there was a significant difference in base pay compensation for the following groups:

- A. Female employees in the Auditor job family during the time period of October 1, 2015, through September 30, 2017.
- B. Female employees in the Commodity Management job family during the time period of October 1, 2015, through September 30, 2016.
- C. Female employees in the Integrated Program Specialist job family during the time period of October 1, 2015 through September 30, 2016.

PART IV. Financial Remedy

1. Settlement Fund

A. **Specific Settlement Fund Amounts.** The total Settlement Fund amount includes \$223,221.18 in back pay and \$26,778.82 in interest to resolve specific alleged violations set forth above, as follows:

- 1) Auditor: \$158,329.08, consisting of \$142,215.49 in back pay and \$16,113.59 in interest.
- 2) Commodity Management: \$74,579.48, consisting of \$65,681.69 in back pay and \$8,897.79 in interest.
- 3) Integrated Program Specialist: \$17,091.44, consisting of \$15,324.00 in back pay and \$1,767.44 in interest.

2. Allocation

A. **Total Amount to be Allocated.** The back pay and interest amounts of the Settlement Fund will be distributed among the eligible class members as explained in this Section. Individual shares will include appropriate deductions for each individual's share of payroll deductions required by law on the portion representing back pay only, such as federal (FICA/Federal Unemployment Tax Act (FUTA)), state, or local insurance premiums or taxes.

B. **Affected Employees Eligible to Receive Payments.** The Settlement Fund will be distributed to all Affected Employees (identified in Attachment A) who timely respond to the Notice Process as explained below, and whose eligibility is verified (hereinafter, "Eligible Class Members"). These individuals will be listed on the Final List of Eligible Class Members ("Final List"). The process of determining the Final List is explained below under the Notice Process. OFCCP will determine the final amount for each Eligible Class Member based on the terms provided in this Agreement.

- C. **Individual Payment Amounts.** Contractor agrees that the back pay and interest amounts identified in Part IV.1.A will be distributed among Eligible Class Members within each of the three job families in pro-rata shares.
- D. **Payments to Eligible Class Members.** OFCCP will provide Contractor a list of the payment amount for each Eligible Class Member on the Final List by the date set forth on the Timeline. Contractor will issue checks or make electronic payments to each Eligible Class Member in the stated amount. Contractor will pay the company's share of social security withholdings, and any other tax payments required by law from additional funds separate from the Settlement Fund. Contractor shall mail to each Eligible Class Member an IRS Form W-2 for that portion of the payment representing back pay and an IRS Form 1099 for that portion of the payment representing interest. These IRS forms will be provided to the Eligible Class Member either at the time of payment, electronically or with the settlement checks, or at the end of the year. No Eligible Class Member will be required to complete a W-4 or W-9 in order to receive payments under this settlement.

OFCCP will receive timely documentation of all payments made and any payments returned undelivered or any checks not cashed, as set forth on the Timeline. Any check that remains uncashed 120 days after the initial date the check was mailed to the Eligible Class Member will be void. With respect to any uncashed funds, Contractor will make a second distribution to all Eligible Class Members who cashed their first check, unless the distribution to each Eligible Class Member would be less than \$75.00, in which case the funds will be utilized for training purposes under this Agreement.

3. **Notice Process.**

- A. **OFCCP and Contractor Obligations under the Notice Process.** The Notice Process set forth in this Agreement is intended to provide Affected Employees a meaningful opportunity to understand their rights and obligations and act on them in a timely manner. This includes providing technical assistance to Affected Employees seeking information about their rights and obligations under this Agreement. As specified in the Timeline and as otherwise necessary to fulfill this Agreement, Contractor and OFCCP will regularly meet and confer in person, by phone, and/or by email on the Notice Process to determine how best to carry out the Notice provisions of this Agreement, and to decide whether any activity, deadline, or document should be modified. OFCCP and Contractor agree not to unreasonably withhold consent to reasonable modifications proposed by either party.
- B. **Notice Documents.** Contractor will distribute Notice Documents consistent with the sample Notice Documents contained in Attachment B to Affected Employees identified in Attachment A. The Notice Documents will include a

Notice, Release of Claims, and Information Verification Form. The Notice Documents may also include other materials such as standard OFCCP or U.S. Department of Labor materials, instructions, a cover sheet, or other information that better enables Affected Employees to understand their rights and obligations and act on them in a timely manner. The Notice Documents will make clear the information about the settlement is being provided by or on behalf of the U.S. Department of Labor. As specified in the Timeline and as otherwise necessary to fulfill this Agreement, the parties will meet and confer on any reasonable modifications of the sample Notice Documents or additions to the materials distributed by Contractor, if proposed by either party.

- C. **Timeline.** Attachment C sets forth the agreed Timeline for Notice and for the parties' other obligations under this Agreement. The parties will meet and confer on any reasonable modifications to the Timeline proposed by either party.
- D. **Distribution of Mail Notice to Affected Employees.** Contractor will provide initial notice by regular first-class mail or Federal Express. Contractor will send copies of all of the Notice Documents as defined above, including a postage-paid return envelope, by first-class mail or Federal Express to the best available mailing address for each Affected Employee, by the date set forth in the Timeline. If envelopes from the initial mail notice are returned with forwarding addresses, Contractor will re-mail the Notice Documents within five (5) days of receipt of the forwarding address. On a bi-weekly basis, Contractor will notify OFCCP of all letters returned as undeliverable.

Based on the response to the initial mail notice, the parties will meet and confer by the date set forth in the Timeline to assess the results of the initial mail notice and to ensure that the second round of mail notice maximizes the potential response rate. A second mail notice will be sent to Affected Employees with valid addresses who fail to respond to the first mail notice by the date set forth in the Timeline unless the parties agree otherwise.

- E. **Distribution of Notice by Other Means.** Contractor shall work with OFCCP to develop a recommended plan for Notice by other means in addition to first-class mail or Federal Express, including, as appropriate, use of email and telephone contact. These other means will be designated to maximize the ability of Affected Employees to understand their rights and obligations under this Agreement and act upon them. OFCCP will also conduct independent efforts to communicate with Affected Employees about this Agreement through official U.S. Department of Labor channels.
- F. **Notice Deadline.** The final deadline for any Affected Employee to respond to the Notice is set forth in the Timeline. The parties will prominently display this deadline on all materials they distribute in paper or online form regarding this Agreement, and explain that failure to respond by this deadline will result in a

forfeiture of any relief provided by this Agreement.

- G. **Final List of Eligible Employees.** The Final List will include all Affected Employees who timely respond to the Notice by the deadline set forth in the Timeline and whose eligibility is verified by OFCCP. The parties will establish the Final List by the date set forth in the Timeline. The parties will meet and confer on any outstanding issues or questions regarding the Final List. Either party may identify potentially eligible employees who may have been erroneously excluded from the original or any subsequent list. OFCCP shall make the final determinations of eligibility but will make every effort to negotiate in good faith to resolve any dispute about the Final List. Contractor will provide to OFCCP any information necessary to determine the Final List.

- H. **Documentation of Payments.** By the deadline set forth in the Timeline, Contractor will provide OFCCP with copies of cancelled checks or electronic documentation of all payments to Eligible Class Members, including the amounts paid, the date payment was sent, the date payment was received or the check cashed, and any uncashed or returned checks. In the event of a second distribution, Contractor will provide a similar documentation on the second distribution.

- I. **Contractor's Expenses.** Contractor will pay all expenses associated with carrying out its duties pursuant to this Section, from funds separate and apart from the amount designated in this Agreement for the Settlement.

Part V. Additional Relief

- 1. **Pay Adjustments.** By the deadline set forth in the Timeline, Contractor will conduct compensation analyses for the employees in Collins Aerospace's Cedar Rapids, Iowa affirmative action programs ("AAPs") in the following Collins Aerospace job families:
 - A. Commodity/Account Management & Strategic Sourcing
 - B. International Trade Compliance
 - C. Procurement
 - D. Project Management
 - E. Quality Assurance
 - F. Scheduling
 - G. Security Services
 - H. Tax
 - I. Technical Publications
 - J. Auditor

Contractor's analyses will be conducted in accordance with generally accepted statistical standards and utilize those job-related factors utilized by the Contractor, such as tenure and position, that correlate with pay.

By the deadline set forth in the Timeline for Progress Report 1, Contractor will provide the compensation database (in MS Excel format) used in the analysis to OFCCP. Contractor will provide OFCCP with information necessary for the Agency to replicate the company's compensation analysis, including, but not limited to, the factors used and a narrative discussing the results.

Contractor will investigate and remedy any statistically significant compensation disparities identified by Contractor and/or OFCCP based on gender that cannot be explained by legitimate factors, through salary adjustments.

PART VI. Modifications to Employment Practices and Other Non-Monetary Relief

1. **Equal Employment Opportunities.** Contractor will ensure that all employees are afforded equal employment opportunities with respect to Contractor's policies and practices that affect compensation. Contractor agrees to continue or to implement the corrective actions detailed below.
2. **Evaluation.** For employees in the job families listed in Part V.1, if there are significant pay differences, Contractor 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 females.
3. **Revised policies and procedures.** Contractor must review and, as necessary, revise its compensation practices and establish monitoring and oversight mechanisms to ensure that all aspects of its compensation system provide an equal opportunity to all of its employees, regardless of race, ethnicity, or gender, as required by 41 C.F.R. § 60-1.4(a). All revised pay practices must ensure nondiscrimination in rate of pay and other forms of compensation.
4. **Training.** Contractor must provide training to all individuals involved in any way in determining compensation for the positions within the Collins Aerospace job families identified in Part V.1 on any and all new and revised policies, procedures, and programs developed under Parts VI.2 & 3 of this Agreement.
5. **Self-monitoring/Auditing.** Contractor will monitor base salary for employees in the job families identified in Part V.1 for any indication of statistically significant disparities based on gender, ethnicity, and/or race, and will investigate and remedy any such inequity that cannot be explained by legitimate factors, through salary adjustments. Contractor expressly agrees to investigate any complaint or information it receives that may indicate compensation disparities.
6. **Recordkeeping.** Pursuant to 41 C.F.R. § 60-1.12, Contractor will ensure its managers properly maintain all records on the revised compensation policies and

procedures, including any associated underlying data.

PART VII. OFCCP Monitoring Period

1. **Recordkeeping.** Contractor agrees to retain all records relevant to the alleged violation cited in Part III above and the reports submitted in compliance with Paragraph 2, below. These records include underlying data and information such as Human Resources Information System and payroll data, job applications, personnel records, and any other records or data used to generate the required reports. Contractor will retain the records until this Agreement expires or for the time period consistent with regulatory requirements, whichever is later.

2. Progress Reports.

A. **Schedule and Instructions.** Contractor will submit the progress reports described below via mail and/or email to:

Adam Young
Assistant District Director
U.S. Department of Labor, OFCCP
Chicago District Office
230 S. Dearborn Street, Room 434, Chicago, IL 60604
Email: (b) (6), (b) (7)(C)

Contractor agrees to furnish OFCCP with the following reports during the Monitoring Period according to the following schedule (e.g. reports on revised policies, pay adjustments, validity studies, etc.):

Progress Report 1 will be due on May 15, 2021, and will cover the period from the Effective Date of this Agreement through April 15, 2021.

Progress Report 2 will be due on February 15, 2022.

Contractor and OFCCP have a common interest in the information being provided in the reports pursuant to this Agreement. To the extent any of the reports Contractor provides in accordance with this Agreement are customarily kept private or closely-held, and Contractor believes should remain confidential under Exemption 4 of FOIA in the event of a FOIA request, Contractor will provide such reports to OFCCP marked as "Confidential". In the event of a FOIA request, OFCCP will treat any such documents received as confidential documents.

B. **Affirmative Action Programs.** Contractor will submit copies of the current year AAP narratives for AAPs covered in this Agreement for E.O. 11246 with

the first Progress Report and annually thereafter while the Monitoring Period is in effect.¹

C. Reports on Compensation Analysis and Pay Adjustments. In Progress Report 1, Contractor will provide the compensation database and all additional information identified in Part V of this Agreement; the analysis, by gender, of employees' pay in the job families identified in Part V, identifying any differences in pay; and report on all pay adjustments made to eliminate the differences. The report on pay adjustments will include the amount of each adjustment, the date each adjustment will be/was made, and the gender of each individual receiving an adjustment.

D. Reports on Modifications to Personnel Practices. In each Progress Report, Contractor will report on all modifications of personnel practices made to date pursuant to the Agreement and provide documentation of its compliance with the remedy provisions of this Agreement, if any. If any of the relevant documents such as policies have not been modified since being provided during a prior reporting period, a statement to that effect is sufficient. The reports must include documentation responsive to each of the commitments in items 2-5 in Part VI of this Agreement.

E. Report on Fund Settlement. Each Progress Report will also report on the payments under this Agreement.

3. Close of Monitoring Period and Termination of Agreement. This Agreement shall remain in effect until the Monitoring Period is completed. The Monitoring Period will close once OFCCP accepts Contractor's final Progress Report as set forth in Part II, Paragraph 10 above. If OFCCP fails to notify Contractor in writing within sixty (60) days of the date of the final Progress Report that Contractor has not fulfilled all of its obligations under the Agreement, OFCCP will be deemed to have accepted the final report and the Monitoring Period and this Agreement will terminate. If OFCCP notifies Contractor within the allotted time that it has not fulfilled all of its obligations, this Agreement is automatically extended until the date that OFCCP determines Contractor has met all of its obligations under the Agreement.

¹ The Cedar Rapids AAP audited as part of this compliance evaluation combined multiple locations. Following the acquisition, these establishments were divided into separate AAPs. The list of establishments are listed in Attachment D.

Part VIII. Signatures

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

This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and Contractor.

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

Dave Nieuwsma
President, Avionics
Collins Aerospace

Date: 7/14/2020

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

Carmen Navarro
Regional Director
OFCCP, Midwest Region

Date: 7/15/2020

Attachments:

- A. List of Affected Employees
- B. Notice Documents
- C. Timeline
- D. List of establishments

**ATTACHMENT A
LIST OF AFFECTED EMPLOYEES**

Count	Employee ID No.	Job Family	Total Remedy (minimum)
1	(b) (6), (b) (7)(C)	Integrated Program Specialist	\$1,314.73
2		Integrated Program Specialist	\$1,314.73
3		Integrated Program Specialist	\$1,314.73
4		Integrated Program Specialist	\$1,314.73
5		Integrated Program Specialist	\$1,314.73
6		Integrated Program Specialist	\$1,314.73
7		Integrated Program Specialist	\$1,314.73
8		Integrated Program Specialist	\$1,314.73
9		Integrated Program Specialist	\$1,314.73
10		Integrated Program Specialist	\$1,314.73
11		Integrated Program Specialist	\$1,314.73
12		Integrated Program Specialist	\$1,314.73
13		Integrated Program Specialist	\$1,314.73
14		Commodity Management	\$3,925.24
15		Commodity Management	\$3,925.24
16		Commodity Management	\$3,925.24
17		Commodity Management	\$3,925.24
18		Commodity Management	\$3,925.24
19		Commodity Management	\$3,925.24
20		Commodity Management	\$3,925.24
21		Commodity Management	\$3,925.24
22		Commodity Management	\$3,925.24
23		Commodity Management	\$3,925.24
24		Commodity Management	\$3,925.24
25		Commodity Management	\$3,925.24
26		Commodity Management	\$3,925.24
27		Commodity Management	\$3,925.24
28		Commodity Management	\$3,925.24
29		Commodity Management	\$3,925.24
30		Commodity Management	\$3,925.24
31		Commodity Management	\$3,925.24
32		Commodity Management	\$3,925.24
33		Auditor	\$3,598.39
34		Auditor	\$3,598.39
35		Auditor	\$3,598.39
36		Auditor	\$3,598.39

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

37		Auditor	\$3,598.39
38		Auditor	\$3,598.39
39		Auditor	\$3,598.39
40		Auditor	\$3,598.39
41		Auditor	\$3,598.39
42		Auditor	\$3,598.39
43		Auditor	\$3,598.39
44		Auditor	\$3,598.39
45		Auditor	\$3,598.39
46		Auditor	\$3,598.39
47		Auditor	\$3,598.39
48		Auditor	\$3,598.39
49		Auditor	\$3,598.39
50		Auditor	\$3,598.39
51		Auditor	\$3,598.39
52		Auditor	\$3,598.39
53		Auditor	\$3,598.39
54		Auditor	\$3,598.39
55		Auditor	\$3,598.39
56		Auditor	\$3,598.39
57		Auditor	\$3,598.39
58		Auditor	\$3,598.39
59		Auditor	\$3,598.39
60		Auditor	\$3,598.39
61		Auditor	\$3,598.39
62		Auditor	\$3,598.39
63		Auditor	\$3,598.39
64		Auditor	\$3,598.39
65		Auditor	\$3,598.39
66		Auditor	\$3,598.39
67		Auditor	\$3,598.39
68		Auditor	\$3,598.39
69		Auditor	\$3,598.39
70		Auditor	\$3,598.39
71		Auditor	\$3,598.39
72		Auditor	\$3,598.39
73		Auditor	\$3,598.39
74		Auditor	\$3,598.39
75		Auditor	\$3,598.39
76		Auditor	\$3,598.39
Total:			\$250,000.00

**ATTACHMENT B
NOTICE TO AFFECTED CLASS**

Dear [NAME]:

Rockwell Collins, Inc. (Contractor) and the U.S. Department of Labor's Office of Federal Contract Compliance Programs (OFCCP) have entered into a Conciliation Agreement (the Agreement) to remedy the alleged violations of Executive Order 11246 (E.O. 11246), that OFCCP found during a compliance review of the Rockwell Collins, Inc. facility located at 400 Collins Road in Cedar Rapids, Iowa 52498. OFCCP's analysis led the Agency to allege there was a significant difference in base pay compensation for the following groups:

1. Female employees in the Auditor job family during the time period of October 1, 2015 through September 30, 2017.
2. Female employees in the Commodity Management job family during the time period of October 1, 2015 through September 30, 2016.
3. Female employees in the Integrated Program Specialist job family during the time period of October 1, 2015 through September 30, 2016.

Contractor denies that it paid employees performing the same work with similar experience and performance differently and denies that the Company violated E.O. 11246, and there has not been any adjudicated finding that Contractor violated any laws. OFCCP and Contractor entered into this Agreement to resolve the matter without resorting to further legal proceedings.

You have been identified as one of the individuals who worked in one of the aforementioned job families during the time periods noted above. Under this Agreement, you may be eligible to receive a payment representing a pro rata share of back pay and interest (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 both the enclosed Information Verification Form and the Release of Claims Form.

This form should be sent via email or mail as soon as possible, and must be sent or postmarked to the address below no later than [INSERT DATE], which is 135 days after the Effective Date of the Agreement, for you to be entitled to participate in this settlement:

Christine Hendrickson
Legal Counsel for Contractor
Seyfarth Shaw, LLP
233 S. Wacker Drive
Suite 8000
Chicago, IL 60606-6448

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

You may use the enclosed postage-paid return envelope to return the completed and signed Information Verification Form and Release of Claims Form. You may also submit these forms via email to Christine Hendrickson at the email address listed above. It is acceptable to submit PDF files or pictures of the fully completed and signed forms via email.

If you have any questions you may call Christine Hendrickson at Seyfarth Shaw at (312) 460-5836, or OFCCP Compliance Officer (b) (6), (b) (7)(E) at (312) (b) (6), (b) (7)(E)

(b) (6), (b) (7)(C) Your call will be returned as soon as possible.

If you fail to complete and return the enclosed documents to Contractor by [INSERT DATE], which is 135 days after the Effective Date of the Agreement, you will forfeit any rights to participate in this settlement and will not be eligible to receive a payment.

Sincerely,

[Name]
[Title]

Enclosures:

Information Verification Form
Release of Claims Under Executive Order 11246 Form

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 Rockwell Collins, Inc. (Contractor) and the U.S. Department of Labor’s Office of Federal Contract Compliance Programs (OFCCP). Please print legibly, except for the signature.

Printed Name: _____

Address: _____

Telephone Nos.: Home _____ Cell _____ Work _____

Email _____

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

Notify Contractor using the information below if your address, email address or phone number changes within the next twelve (12) months.

Christine Hendrickson
Legal Counsel for Contractor
Seyfarth Shaw, LLP
233 S. Wacker Drive, Suite 8000
Chicago, IL 60606-6448
(b) (6), (b) (7)(C)
(312) 460-5836

IF YOU FAIL TO COMPLETE AND RETURN THE ENCLOSED DOCUMENTS TO THE ADDRESS AND/OR EMAIL ADDRESS ABOVE NO LATER THAN [INSERT DATE], WHICH IS 135 DAYS AFTER THE EFFECTIVE DATE OF THE CONCILIATION AGREEMENT, YOU WILL NOT BE ELIGIBLE TO RECEIVE A PAYMENT.

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

Signature

Date

RELEASE OF CLAIMS UNDER EXECUTIVE ORDER 11246

PLEASE CAREFULLY READ THE ENCLOSED NOTICE BEFORE COMPLETING THIS RELEASE. YOU MUST RETURN A SIGNED RELEASE TO RECEIVE MONEY FROM THE SETTLEMENT.

This Release of Claims (Release) under Executive Order 11246, as amended, is a legal document. This document states that in return for Rockwell Collins, Inc. (Contractor) paying you money, you agree that you will not file any lawsuit against Contractor, its parent, subsidiaries or affiliates for alleging a violation of Executive Order 11246, as amended, in its compensation of employees on the basis of sex in positions within the Auditor, Commodity Management, and/or Integrated Program Specialist job family. It also says that Contractor does not admit it violated Executive Order 11246. This Release says you had sufficient time to look at the document, to talk with others about the document, including an attorney if you choose, and that no one pressured you into signing the document. Finally, it says that if you do not sign and return the document by a certain date, you will not receive any money from the settlement between the U.S. Department of Labor, Office of Federal Contract Compliance Programs (OFCCP) and Contractor.

In consideration of the payment by Contractor to me, which I agree is acceptable, I agree to the following:

I.

I hereby waive, release and forever discharge Contractor, 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 to my compensation in positions within the Auditor, Commodity Management, and/or Integrated Program Specialist job family on the basis of my sex at any time prior to the date of my signature on this Release. By signing this agreement, I agree that I have been made whole for any claim that could have been brought under Executive Order 11246, as amended, relating to my compensation with Contractor through the Effective Date of this Release.

II.

I understand that Contractor denies that it treated me unlawfully or unfairly in any way and that Contractor entered into a Conciliation Agreement with the U.S. Department of Labor, OFCCP and agreed to make the payment described above to resolve alleged disparities in compensation and to resolve the matter without further legal proceedings in the compliance review initiated by OFCCP on March 23, 2017. I further agree that the payment of the aforesaid sum by Contractor to me is not to be construed as an admission of any liability by Contractor.

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.

IV.

I understand that if I do not sign this Release and return it to the contact listed on the enclosed Notice to Affected Class Members by [INSERT DATE], which is within 135 days of the Effective Date of the Conciliation Agreement, I will not be entitled to receive any payment (less deductions required by law) from Contractor.

IN WITNESS WHEREOF, I have signed this document of my own free will.

Printed Name: _____

Signature: _____

Date: _____

ATTACHMENT C TIMELINE

CA Signed by OFCCP Regional Director: Effective Date		
07/15/2020		
Establishing Eligible Class Members		
Estimated Due Date	# of Days	Action Required
08/14/2020	30	Contractor provides initial notice by regular first class mail to Affected Employees.
TBD	5	If envelopes from the initial mail notice are returned with forwarding addresses, Contractor will re-mail the Notice Documents within 5 days of receipt of the forwarding address.
biweekly		Contractor notifies OFCCP of all letters returned as undeliverable.
09/28/2020	45	Parties will meet and confer to assess the results of the initial mail notice and to ensure that the second round of mail notice maximizes the potential response rate.
10/13/2020	15	Contractor will send second mailing within 15 days after meeting with OFCCP to assess results of the initial mail notice.
11/27/2020	135	Final deadline for Affected Employees to respond to the notice.
12/12/2020	150	Contractor provides list of its determination of Eligible Class Members.
12/27/2020	15	OFCCP reviews and approves Final List and distribution amounts.
Disbursement of Settlement Fund		
Estimated Due Date	# of Days	Action Required
01/26/2021	30	Contractor disburses the settlement fund.
TBD	7	Contractor will notify OFCCP within 7 calendar days of payments that were returned as undeliverable.
TBD	15	OFCCP will provide alternate address to contractor.
TBD	15	Contractor will re-mail checks with new address provided by OFCCP.
05/26/2021	120	First Check Deadline: Contractor will notify OFCCP of any checks uncashed after 120 days. Contractor will provide OFCCP with copies of cancelled checks or electronic documentation of all payments to Eligible Class Members, including the amounts paid, the date payment was sent, the date payment was received or the check chased, and any uncashed or returned checks.
06/25/2021	30	Contractor will make second distribution, as appropriate, 30 calendar days after initial checks are void.
08/09/2021	45	Second Check Deadline: ECMs who have been issued second checks have 45 days to cash checks. As appropriate, Contractor will provide OFCCP with copies of cancelled checks or electronic documentation of all payments to Eligible Class Members, including the amounts paid, the date payment was sent, the date payment was received or the check chased, and any uncashed or returned checks.

**ATTACHMENT D
LIST OF ESTABLISHMENTS**

Plan Location Code	Address
CR101	2815 Lippisch Place SW, Cedar Rapids, IA 52404
CR102	350 Collins Road NE, Cedar Rapids, IA 52498
CR103	5350 C Avenue NE, Cedar Rapids, IA 52402
CR104	5450 C Avenue NE, Cedar Rapids, IA 52402
CR105	400 Collins Road NE #133, Cedar Rapids, IA 52498
CR106	400 Collins Road NE #153, Cedar Rapids, IA 52498
CR107	1100 Cimmie Ave NE, Cedar Rapids, IA 52402
CR108	1205 Continental Place NE, Cedar Rapids, IA 52402
CR109	1120 Collins Road NE, Cedar Rapids, IA 52402
CR110	400 Collins Road NE, Cedar Rapids, IA 52498
CR111	855 35th St NE, Cedar Rapids, IA 52498