

Conciliation Agreement  
Between the U.S. Department of Labor  
Office of Federal Contract Compliance Programs  
and  
Altech, Inc.  
8530 West New Boston Rd.  
Texarkana, Texas 75501

**PART I: GENERAL PROVISIONS**

1. This Agreement is between the Office of Federal Contract Compliance Programs ("OFCCP") and Altech, Inc (hereinafter "Altech").
2. The violations identified in this Agreement were found during a compliance evaluation of Altech for the aggregate workforce in the Red River ARC Bowie County, Texas covered area and they were specified in a Notice of Violations issued on July 29, 2010. OFCCP alleges that Altech has violated Executive Order 11246, as amended ("Executive Order"), and its 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 Altech of any violation of Executive Order 11246, as amended and its implementing regulations.
4. The provisions of this Agreement will become part of Altech's affirmative action program. Subject to the performance by Altech of all promises and representations contained herein and in its affirmative action program, all named violations in regard to the compliance of Altech with all OFCCP programs will be deemed resolved. However, Altech 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. Altech 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 Altech's compliance. Altech shall permit access to its premises during normal business hours for these purposes.
6. Nothing herein is intended to relieve Altech from the obligation to comply with the requirements of the Executive Order, Section 503 of the Rehabilitation Act of 1973, as amended 29 U.S.C. § 793 ("Section 503"), and the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. § 4212 ("VEVRAA"), and their implementing regulations, at 41 CFR Chapter(s) 60-250, 60-300 and/or 60-741 or any other equal employment statute or executive order or its implementing regulations.
7. Altech 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 proceeding under the Executive Order, Section 503, and/or VEVRAA.

8. This Agreement will be deemed to have been accepted by the Government on the date of signature by the Assistant District Director, Dallas District Office for OFCCP, unless the Regional Director of the Southwest and Rocky Mountain Region or the Director, OFCCP, indicates otherwise within 45 days of the Assistant District Director's signature on this Agreement.
9. If at any time in the future, OFCCP believes that Altech has violated any portion of this Agreement during the term of this Agreement, Altech 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 Altech 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 Altech has violated this Agreement, OFCCP may seek enforcement of this Agreement itself and shall not be required to present proof of the underlying violations resolved by this Agreement.

Liability for violation of this Agreement may subject Altech to sanctions set forth in Section 209 of the Executive Order or other appropriate relief.

## Part II: SPECIFIC PROVISIONS

1. **VIOLATION:** OFCCP found that Altech is not in compliance with 41 CFR 60-1.4(a) (1) and 60-4.3(a)7.1 and 60-4.3(a)7.m. Specifically, OFCCP's analysis of Altech's compensation practices revealed that the contractor failed to apply them in a consistent and uniform manner, resulting in disparate pay practices and unlawful discrimination against (b) (7)(C) (Hispanic/Male) in the (b) (7)(C)

OFCCP found that (b) (7)(C) was paid less than similarly-situated white employees for the period of September 2010 to present. (b) (7)(C) was hired as a (b) (7)(C) on (b) (7)(C). While other (b) (7)(C) were paid (b) (4) per hour, (b) (7)(C) was paid only (b) (4) per hour. OFCCP has reviewed documents, compensation records and conducted interviews. Altech has not provided a legitimate non-discriminatory reason for the compensation disparity.

**REMEDY:** Altech agrees to cease using the compensation practices and/or policies that caused the pay disparity that negatively impacted (b) (7)(C). Altech agrees to develop non-discriminatory compensation practices. Additionally, Altech must agree to implement "make whole actions" including appropriate salary adjustments and providing back pay, plus interest, as determined and indicated in this Agreement.

Altech agrees to notify (b) (7)(C) within 15 calendar days of the effective date of this Agreement (the effective date is the date of the Assistant District Director's signature) of the terms of the Agreement (Attachment 1, "Notice"), and will include with the Notice a Release of Claims Under Executive Order 11246 (Attachment 2, "Release"). The Notice and Release will be provided to (b) (7)(C) either in person or by certified mail, return receipt requested. Altech also agrees to pay (b) (7)(C) back pay and interest in the amount of \$1,448.35 (back pay of \$1,436.75, and interest of \$16.10). Effective August 6, 2011, Altech adjusted (b) (7)(C) pay rate from (b) (4) per hour to (b) (4) per hour.

No disbursement of the monetary settlement covered by this Agreement is to be made prior to 45 calendar days following the effective date of this Agreement. Altech will disburse the monetary settlement within 60 days of the effective date of this Agreement.

Within 90 days of the effective date of the Agreement, Altech agrees to review and revise its compensation practices to ensure compliance with 41 CFR 60-1.4(a)(1) and 60-4.3(a)7.1 and 60-4.3(a)7.m. Additionally, within this same timeframe, Altech agrees to provide training to all managers, supervisors and other personnel involved in making compensation recommendations and decisions.

2. **VIOLATION:** OFCCP found that Altech failed to conduct, at least annually, an inventory and evaluation of all minority and female personnel for promotional opportunities and to encourage these employees to seek or prepare for such promotional opportunities in accordance with the requirements of 41 CFR 60-4.3(a)7.1. Specifically, during the onsite portion of the evaluation OFCCP requested documentation that an inventory and evaluation of said employees had been conducted and the contractor was unable to provide such documentation.

**REMEDY:** Within 15 days of the effective date of the Conciliation Agreement, Altech will conduct an inventory and evaluation of all minority and female personnel for promotional opportunities and will, on an ongoing basis, encourage these employees to seek or prepare for such opportunities. Altech will repeat said inventory on at least an annual basis.

3. **VIOLATION:** OFCCP found that Altech failed to conduct a review, at least annually, of its supervisors' adherence to and performance under the company's EEO policies and affirmative action obligations in accordance with 41 CFR 60-4.3(a)7.p.

**REMEDY:** Within 15 days of the effective date of this Agreement, Altech will develop and implement a system to review its supervisors' adherence to the company's equal employment opportunity and affirmative action obligations and must address any problems identified. Altech will repeat the review and corrective procedures at least annually and maintain written documentation of the review.

**PART III: REPORTING**

Altech will submit various reports to OFCCP, and shall send each report described below to

Assistant District Director, Dallas District Office  
U. S. Department of Labor/OFCCP  
525 S. Griffith Street, Room 512  
Dallas, TX 75202

Pursuant to Violation 1, within 90 calendar days of the effective date of the Agreement, Altech will submit to OFCCP the following:

1. Documentation of the salary adjustment made (e.g. personnel action forms, response to the Notification, and/or letter to the employee and/or pay stubs).
2. Documentation of the monetary payment made as specified in the Remedy. The documentation shall include a copy of the cancelled check.

In addition to the above report, Altech will submit one additional progress report. The report shall be due seven (7) months from the effective date of this Agreement and shall cover the six (6) month period beginning with the Assistant District Director's signature on this Agreement.

Pursuant to Violations 1, 2 and 3, Altech will submit the following in the progress report:

1. Pursuant to Remedy 1, Altech will submit to OFCCP a copy of its revised compensation practices.
2. Pursuant to Remedy 1, Altech will provide OFCCP with documentation that all managers, supervisors and other personnel involved in making compensation recommendations and decisions have been trained in the revised compensation practices. The documentation shall include the dates of the training, the names and job titles of all attendees, and the name and job title of each person who conducted the training.
3. Written records showing that promotional opportunities for women and minorities have been reviewed and/or documentation that the participation of women and minorities in promotional opportunities is encouraged.
4. Written records showing that Altech has reviewed all supervisors' adherence to and performance under the company's EEO policies and affirmative action obligations.

Altech will retain records pertinent to the violations resolved by this Conciliation Agreement and to the reports submitted under it, including the underlying information on which the reports are based, until the expiration date of the Conciliation Agreement or consistent with regulatory requirements, whichever is later.

All dates and deadlines in this Agreement may be modified or extended by written agreement.

Altech agrees not to repeat the above violations.

This Conciliation Agreement will expire sixty (60) calendar days after receipt of the progress report or on the date the Assistant District Director gives notice to Altech that it has satisfied its reporting requirements, whichever occurs earlier, unless OFCCP notifies Altech in writing prior to the 60-day period that Altech has not satisfied its requirements pursuant to this Agreement.

Part V: SIGNATURES

This Conciliation Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and Altech, Inc., Texarkana, Texas.

(b) (7) (c)

BILLY R. ROY  
President  
Altech, Inc.

Date: 8-8-2011

(b) (7) (e)

Compliance Officer  
Dallas District Office

Date: 8/9/2011

(b) (7) (c)

TERRY MILLER  
Assistant District Director  
Dallas District Office

Date: 8/9/11

ATTACHMENT 1

NOTICE

[DATE]

Dear (b) (7)(C)

Altech, Inc. ("Altech") and the Department of Labor's Office of Federal Contract Compliance Programs ("OFCCP") have entered into a Conciliation Agreement ("Agreement") to resolve an alleged disparity in compensation, training and promotional practices identified in a review of its practices for the aggregate workforce in the Red River ARC, Bowie County, Texas economic area during the period September 2010 to present.

As part of this Agreement, you are eligible to receive a distribution of \$1,448,35, less lawful payroll deductions, as well as an increase in your wages to (b) (4) per hour. Under the terms of this Agreement, it may take up to two months from the date of this letter before you receive your distribution. In order to be eligible for this distribution, you must fill out and sign the Release of Claims under Executive Order 11246, and return it within 10 calendar days of your receipt of this letter to:

Mr. Billy Roy  
Altech, Inc.  
8530 West New Boston Rd.  
Texarkana, TX 75501

By entering into this Agreement, Altech has not admitted nor has there been any adjudicated finding that Altech violated any laws. Altech has entered into this Agreement to resolve the matter without further legal proceedings. Altech has denied any wrongdoing.

If you have any questions you may call Mr. Billy Roy, Vice President, Altech at <sup>903-832-7096</sup> (254) 857-3200, or OFCCP Compliance Officer (b) (7)(C) at (972) 850-2650. Your call will be returned as soon as possible. If you fail to complete and return the enclosed documents to Altech within 10 calendar days after your receipt of this letter, you will forfeit any rights to participate in this settlement.

Sincerely,

  
BILLY ROY  
Vice President

Enclosure: Release of Claims

ATTACHMENT 2

RELEASE OF CLAIMS UNDER EXECUTIVE ORDER 11246

In consideration of the payment of \$1,448.35 (less deductions required by law) by Altech, Inc. ("Altech") to me, which I agree is acceptable, I **(b) (7)(C)** agree to the following:

I.

I hereby waive, release and forever discharge Altech, 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 a disparity in pay at any time through the effective date of this Release.

II.

I understand that Altech denies that it treated me unlawfully or unfairly in any way and that Altech entered into a Conciliation Agreement with the U. S. Department of Labor, Office of Federal Contract Compliance Programs ("OFCCP") and agreed to make the payment described above to resolve the alleged pay disparity and to resolve the matter without further legal proceedings in the Compliance Evaluation initiated by OFCCP on February 2, 2011 I further agree that the payment of the aforesaid sum by Altech to me is not to be construed as an admission of any liability by Altech.

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. 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 Altech by DATE, I will not be entitled to receive the payment (less deductions required by law) from Altech.

IN WITNESS WHEREOF, I have signed this document on this 9<sup>th</sup> day of August, 2011.

**(b) (7)(C)**

Signature