

CONCILIATION AGREEMENT
BETWEEN THE
U. S. DEPARTMENT OF LABOR
OFFICE OF FEDERAL CONTRACT COMPLIANCE PROGRAMS
AND
BLACK BOX CORPORATION OF PENNSYLVANIA
1000 PARK DRIVE
LAWRENCE, PENNSYLVANIA 15055

PART I: General Provisions

1. This Agreement is between the Office of Federal Contract Compliance Programs (hereinafter OFCCP) and Black Box Corporation of Pennsylvania, 1000 Park Drive, Lawrence, Pennsylvania 15055 (hereinafter Black Box).
2. The alleged violations identified in this Agreement were found during a compliance review of Black Box which began on April 20, 2009 and they were specified in a Notice of Violation issued December 6, 2010. OFCCP alleges that Black Box has violated Executive Order 11246, as amended, and the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, and their implementing regulations due to the specific violations cited in Part II below.
3. This Agreement does not constitute an admission by Black Box of any violation 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.
4. The provisions of this Agreement will become part of Black Box's Affirmative Action Plan (AAP). Subject to the performance by Black Box of all promises and representations contained herein and in its AAP, all named violations in regard to the compliance of Black Box with all OFCCP programs will be deemed resolved. However, Black Box 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. Black Box 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 Black Box's compliance. Black Box shall permit access to its premises during normal business hours for these purposes.
6. Nothing herein is intended to relieve Black Box from the obligation to comply with the requirements of Executive Order 11246, as amended, and/or Section 503 of the Rehabilitation Act of 1973, as amended, and/or the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended (38 U.S.C. 4212, formerly 2012),

and implementing regulations, or any other equal employment statute or executive order or its implementing regulations.

7. Black Box 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/or, 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 Regional Director for OFCCP, unless the Director of OFCCP indicates otherwise within 45 days of the Regional Director's signature of this Agreement.
9. If at any time in the future, OFCCP believes that Black Box has violated any portion of this Agreement during the term of this Agreement, Black Box 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 Black Box 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 Black Box has violated this Conciliation 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 Black Box to sanctions set forth in Section 209 of the Executive Order, 41 CFR 60-300.65 and/or other appropriate relief.

PART II: Specific Provisions

1. **VIOLATION:** OFCCP alleges that Black Box discriminated against female employees based on their sex with regard to their compensation. Specifically, OFCCP alleges that Black Box paid (b) (7)(C) listed on Attachment A, less than similarly situated male (b) (7)(C) in violation of 41 CFR 60-1.4(a)(1), 60-20.3(c), and 60-20.5(a).

REMEDY: Black Box will implement the following remedial "make whole actions"

- A. Within fifteen (15) days of the effective date of this Agreement, Black Box will send to the three female (b) (7)(C) listed below a copy of Attachment B entitled "Notice to Class Members," along with the two forms enclosed therewith, "Address and Social Security Verification Form" and "Release of Claims Under Executive Order 11246" ("Forms"). To be eligible for a distribution of back pay, the female (b) (7)(C) must complete and return both Forms to Black Box so that they are postmarked within 25 days of the postmark date of the "Notice to Class Members," form sent to the female (b) (7)(C).
- B. **Salary Adjustments:** Black Box will immediately adjust the salaries of the female (b) (7)(C) who are still employed by Black Box (b) (7)(C) and (b) (7)(C) (b) (7)(C) to (b) (7)(C) current salary.
- C. **Back Pay:** Back pay and interest will be provided to each of female (b) (7)(C) as listed below. Black Box will mail the back pay checks, less deductions required by law, to the female (b) (7)(C) who completed and returned the "Address and Social Security Verification Form" and "Release of Claims Under Executive Order 11246" Form within 25 days of the postmark date of the "Notice to Class Members" as follows:
- (b) (7)(C) will receive a lump back pay settlement in the amount of \$7,628.69, less deductions required by law.
 - (b) (7)(C) will receive a lump back pay settlement in the amount of \$7,030.36, less deductions required by law.
 - (b) (7)(C) will receive a lump back pay settlement in the amount of \$10,843.93, less deductions required by law.

Black Box will mail the checks no more than 30 days after the conclusion of the 25 day time period for the female (b) (7)(C) who returned their completed Forms as outlined above.

- D. Black Box will develop standardized guidelines for determining salaries for those individuals employed as (b) (7)(C) as outlined in Part 3 – Reporting below.

2. **VIOLATION:** OFCCP alleges that Black Box failed to immediately list all employment openings at its Lawrence, Pennsylvania establishment that were not executive and top management, were not filled within Black Box's organization and were not positions lasting three days or less, with the local employment service office of the state employment security agency. This is a violation of 41 CFR 60-300.5(a)(2)-(6).

REMEDY: Black Box agrees to immediately list all employment openings at its Lawrence, Pennsylvania establishment at an appropriate local employment service office of the state employment security agency wherein the openings occur, as required by Paragraphs 2 through 6 of the Equal Opportunity Clause at 41 CFR 60-300.5(a). Specifically, Black Box agrees to list employment openings at its Lawrence, Pennsylvania establishment with the following employment service office of PA CareerLink:

Mr. David Sims
Veteran Representative
PA CareerLink Washington
90 West Chestnut Street
Suite 150 Lower Level
Washington, PA 15301
(724)223-4509

Black Box commits that the above alleged Violations will not recur.

PART III: Reporting

In order for OFCCP to monitor Black Box's progress toward fulfilling the provisions of this Agreement, Black Box agrees to submit (3) Reports to the OFCCP's Pittsburgh District Office. The date of signature by OFCCP's Acting Regional Director shall constitute the effective date of this Agreement.

The first Report shall be due within (90) days of the effective date of this Agreement and include the following:

- a. Copies of the completed Forms received from (b) (7)(C) and (b) (7)(C) (see Paragraph A of the Remedy to Violation One in Part II of this Agreement).
- b. A copy of the back pay checks issued to (b) (7)(C) and (b) (7)(C)
- c. Documentation that demonstrates (b) (7)(C) and (b) (7)(C) rate of pay was increased to equal (b) (7)(C) current hourly pay rate (b) (7)(C) per hour).

Black Box will provide a written explanation and supporting documentation if any of the documentation listed above is missing from the first report.

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The second Report shall be due (9) months after the effective date of this Conciliation Agreement and shall cover the eight month period of time beginning on the effective date of this Agreement and shall be mailed within thirty (30) days after the close of the first eight month period.

- a. Documentation confirming that Black Box has trained all employees responsible for compensation decisions.
- b. A report of compensation data, including comparative pay data of male/female and non-minority/minority by job classification.
- c. Documentation on how Black Box monitored salaries to ensure non-discrimination and reviewed individual salaries at the time of hire and promotion to ensure proper placement within the compensation structure.
- d. Documentation of the actions taken and results if pay disparities were found in the facility among gender and ethnic groups.
- e. Documentation that Black Box has continued to execute its internal auditing and reporting system which measures the effectiveness of Black Box's Affirmative Action Program.
- f. Copies of correspondence submitted to the organization identified in Part II of this Conciliation Agreement.
- g. Copies of all responses received from the organization identified in Part II of this Conciliation Agreement.
- h. A list of all individuals referred by any of the organizations identified in Part II of this Conciliation Agreement, including but not limited to their name(s) referral date(s) and final disposition.

Black Box will provide a written explanation and supporting documentation if any of the documentation listed above is missing from the second report.

The third Report shall cover the successive eight month period, and shall be mailed within thirty (30 days) after the close of that eight month period.

- a. Documentation, if applicable, confirming that Black Box has continued to train all employees responsible for compensation decisions, excluding those employees previously trained in fulfillment of progress report two.
- b. A report of compensation data, including comparative pay data of male/female and non-minority/minority by job classification.

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- c. Documentation on how Black Box monitored salaries to ensure non-discrimination and reviewed individual salaries at the time of hire and promotion to ensure proper placement within the compensation structure.
- d. Documentation of the actions taken and results if pay disparities are found in the facility among gender and ethnic groups.
- e. Documentation that Black Box has continued to execute its internal auditing and reporting system which measures the effectiveness of Black Box's Affirmative Action Program.
- f. Copies of correspondence submitted to the organization identified in Part II of this Conciliation Agreement.
- g. Copies of all responses received from the organization identified in Part II of this Conciliation Agreement.
- h. A list of all individuals referred by any of the organizations identified in Part II of this Conciliation Agreement, including but not limited to their name(s) referral date(s) and final disposition.

Black Box will provide a written explanation and supporting documentation if any of the documentation listed above is missing from the third report.

Black Box will retain all records pertinent to the alleged violations settled by this Conciliation Agreement and the Reports submitted under it (including the underlying data/information upon which the reports are based) until the expiration date of this Conciliation Agreement or consistent with regulatory timeframes, whichever is later.

Black Box shall send each Progress Report to:

Natalie Allen
Acting District Director
U.S. Department of Labor
Office of Federal Contract Compliance Programs
Pittsburgh District Office
Room 2103 Federal Building
1000 Liberty Avenue
Pittsburgh, PA 15222

Expiration Date:

This Conciliation Agreement will expire sixty (60) days after receipt of the final progress report, or, if compliance is not accomplished by that date, then this Conciliation Agreement shall remain in full force and effect until OFCCP has determined that Black Box has met all conditions of this Agreement.

PART IV: Signatures

This Conciliation Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and Black Box Corporation of Pennsylvania, 1000 Park Drive, Lawrence, PA 15055.

(b) (7)(C)

JULIE LYDA
Regional Vice President,
Product and Services
Black Box Corporation of Pennsylvania

1/3/11
DATE

(b) (7)(C)

NATALIE ALLEN
Acting District Director
U.S. Department of Labor/OFCCP
Pittsburgh District Office

1/7/11
DATE

(b) (7)(C)

MICHELE HODGE
Acting Regional Director
U.S. Department of Labor/OFCCP
Mid-Atlantic Regional Office

1/8/11
DATE