

Conciliation Agreement
Between the United States Department of Labor
Office of Federal Contract Compliance Programs
And
Conax Florida Corporation
2801 75th Street North
Saint Petersburg, Florida 33710

PART I: General Provisions

1. This Agreement is between the Office of Federal Contract Compliance Programs (hereinafter OFCCP) and Conax Florida Corporation (hereinafter Conax).
2. The violation identified in this Agreement was found during a compliance evaluation of Conax at its Cobham Life Support establishment located at 2801 75th Street North, Saint Petersburg, Florida which began on June 20, 2011, and it was specified in a Notice of Violation issued December 26, 2012. OFCCP alleges that Conax has violated Executive Order 11246, as amended and its implementing regulations at 41 CFR Chapter 60, due to the specific violation cited in Part II below.
3. This Agreement does not constitute an admission by Conax of any violation of Executive Order 11246, as amended and its implementing regulations.
4. The provisions of this Agreement will become part of Conax's affirmative action program (AAP). Subject to the performance by Conax of all promises and representations contained herein and in its AAP, all named violations in regard to the compliance of Conax with all OFCCP programs will be deemed resolved. However, Conax 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. Conax 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 Conax's compliance. Conax shall permit access to its premises during normal business hours for these purposes.
6. Nothing herein is intended to relieve Conax 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.
7. Conax 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

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signature by the District Director for OFCCP, unless the Regional Director or 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 Conax has violated any portion of this Agreement during the term of this Agreement, Conax 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 Conax 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 Conax 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 Conax to sanctions set forth in Section 209 of the Executive Order and/or other appropriate relief.

PART II: Specific Provisions

VIOLATION: Compensation data provided by Conax for employees as of December 31, 2010, revealed that Conax provided lower compensation to a minority employee than to a similarly situated non-minority employee in the (6), (7)(C) job title. Time with Conax, time in current job title, experience, education and performance did not explain the disparity in compensation. Accordingly, OFCCP finds that Conax failed to provide equitable compensation to (6), (7)(C), a minority (6), (7)(C), because of his race, than to a non-minority comparator, in violation of 41 CFR 60-1.4(a) (1).

REMEDY: Although Conax affirms that this disparity in pay was unintentional, Conax will disburse to (6), (7)(C) \$20,638.61 in back pay, \$1,270.33 in interest, and \$1,135.12 in additional pension contributions totaling \$23,044.06. Conax will pay this total to (6), (7)(C) in a lump sum, minus deductions required by law. Conax will provide (6), (7)(C) with an IRS Form W-2 for his share of the back pay and benefits and an IRS Form 1099 for his share of the interest amount. Additionally, Conax will provide (6), (7)(C) with a salary raise of \$10,587.20 for the current year.

Conax 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.

Conax will not retaliate, harass, or engage in any form of reprisal or other adverse action against Nam Truong 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, Conax

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will provide training on its equal opportunity programs for persons involved in determining employee compensation. Conax has estimated the cost of this training to be \$360.

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

FUTURE CONDUCT: Conax will not repeat the above violation.

PART III: Reporting

Conax 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 [REDACTED] (6), (7)(C)
2. Evidence of back pay and interest monies disbursed to [REDACTED] (6), (7)(C), including copies of the cancelled checks and pay slips showing the gross amount and legal deductions; and
3. Results of Conax'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 Conax's annual review of its compensation system, including findings, additional equity adjustments and back pay, if any; and
2. Documentation of training that Conax provided on its equal employment opportunity programs for all persons involved in determining compensation paid to Conax's employees, including any training cost for the above item in excess of Conax'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 District Director gives notice to Conax that Conax has satisfied its reporting requirements, whichever occurs earlier, unless OFCCP notifies Conax in writing prior to the end of the 90-day period that Conax has not satisfied its reporting requirements pursuant to this Agreement.

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

PART IV: Signatures

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

Date: 1/7/2013

(6), (7)(C)

David A. Sapio
General Manager
Conax Florida Corporation
Cobham Life Support
2801 75th Street North
Saint Petersburg, Florida

Date: 1/15/2013

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

Compliance Officer —Orlando
Office of Federal Contract Compliance
Programs

Date: 01/16/2013

(6), (7)(C)

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

Date: 01/16/13

(6), (7)(C)

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