

Conciliation Agreement
Between the United States Department of Labor
Office of Federal Contract Compliance Programs
And
The New Florida Industrial Electric, Inc.
1050 Miller Drive
Altamonte Springs, Florida 32701

PART I: General Provisions

1. This Agreement is between the Office of Federal Contract Compliance Programs (hereafter OFCCP) and The New Florida Industrial Electric, Inc. (hereafter FIE).
2. The violations identified in this Agreement were found during a compliance evaluation of FIE at its construction worksites in the Orlando, Florida Standard Metropolitan Statistical Area, which began on April 5, 2011, and they were specified in a Notice of Violation issued March 21, 2012. OFCCP alleges that FIE has violated 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 at 41 CFR Chapter 60, due to the specific violations cited in Part II below.
3. This agreement does not constitute in admission by FIE of any violation 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..
4. The provisions of this Agreement will become part of the FIE affirmative action programs (AAPs). Subject to the performance by FIE of all promises and representations contained herein and in its AAPs, all named violations in regard to the compliance of FIE with all OFCCP programs will be deemed resolved. However, FIE 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. FIE 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 FIE compliance. FIE shall permit access to its premises during normal business hours for these purposes.
6. Nothing herein is intended to relieve FIE from its 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 applicable equal employment statute or executive order or its implementing regulations.
7. FIE 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).

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8. This Agreement will be deemed to have been accepted by the Government on the date of signature by the District Director for OFCCP, unless the Regional Director or the 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 FIE has violated any portion of this Agreement during the term of this Agreement, FIE 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 FIE 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 FIE 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 FIE to sanctions set forth in Section 209 of the Executive Order, 41 CFR 60-300.66, and 41 CFR 60-741.66 and/or other appropriate relief.

PART II: Specific Provisions

1. **VIOLATION:** Compensation data provided by FIE for employees as of April 5, 2011, revealed that FIE provided lower compensation to a qualified female employee, than to similarly situated male employees in the (b) (7)(C) job title. Time with FIE, time in current job title, experience, and performance did not explain the disparities in compensation. Accordingly, OFCCP finds that FIE discriminated against one qualified female (b) (7)(C) employee, paid less than the male (b) (7)(C) because of her gender, in violation of 41 CFR 60-1.4(a) (1).

REMEDY: Although FIE affirms that this disparity in pay was unintentional, FIE will adjust the pay rate of (b) (7)(C) FIE will provide (b) (7)(C) with \$4,160.00 in salary adjustments. Additionally, FIE will disburse \$8,840.50 in back pay and \$495.41 in interest totaling \$9,335.91, minus legal deductions, to (b) (7)(C)

FIE will not retaliate, harass, or engage in any form of reprisal or other adverse action against (b) (7)(C) based on or in relation to the terms or provisions of this Remedy.

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

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Within 90 days of the District Director's signature on this Agreement, FIE will provide training, at an estimated cost of \$1500, on its equal employment opportunity programs for all persons involved in determining compensation amounts paid to FIE's employees. FIE will update this training annually.

2. **VIOLATION:** FIE failed to establish, update and maintain a current list of minority and female recruitment sources, to provide written notification to minority and female recruitment sources and community organizations when FIE had employment opportunities available, and to maintain a record of responses to such notification. 41 CFR 60-4.3 (a) 7b.

REMEDY: FIE will establish, update and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when FIE has employment opportunities available, and maintain a record of responses to such notifications.

3. **VIOLATION:** FIE failed to direct its recruitment efforts, both oral and written, to minority and female recruitment sources and community organizations serving its recruitment area and employment needs. 41 CFR 60-4.3(a) 7i.

REMEDY: FIE will continue to direct its recruitment efforts, both oral and written, to minority and female recruitment sources and community organizations serving its recruitment area and employment needs. Efforts will include, but will not be limited to, ongoing contacts with the following organization to seek its aid in identifying and referring qualified minority and female applicants for FIE vacancies in construction trade positions:

Workforce Central Florida
4360 East Colonial Drive, Orlando, Florida, 32803
Contact: (b) (7) (c), Local Veterans' Employment Representative
Direct Line: 407-531-1227, Extension (b) (7) (c) Email: (b) (7) (c)

Youth Build of Central Florida
1310 W. Colonial Dr Orlando, FL 32804
Contact: (b) (7) (c) Mentoring Program Coordinator
Email: youthbuildcfl@yahoo.com (407) 730 (b) (7) (c)

4. **VIOLATION:** FIE failed to preserve all personnel records for a period of not less than one year from the date of the making of the record or the personnel action involved, whichever occurred later. Specifically, FIE failed to preserve annualized compensation data (wages, salaries, increases, commissions, and bonuses) by salary ranges, rate, grade or level. 41 CFR 60-1.4(a)(1), 41 CFR 60-741.80, 41 CFR 60-300.80, and 41 CFR 60-1.20(e)

REMEDY: FIE will preserve any personnel or employment record it makes or keeps in either electronic or hard copy format, including all applications, annualized compensation data (wages, salaries, commissions, and bonuses) by salary ranges, rate, grade or level, for a period of not less than one year from the date of the making of the record or the personnel action involved, whichever occurs later. Where a compliance evaluation has been initiated by OFCCP, FIE will preserve all personnel and employment records beyond the one year period, if applicable, until OFCCP makes a final disposition in the matter.

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FUTURE CONDUCT: FIE will not repeat the above violations.

Part III: Reporting

FIE will 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 August 15, 2012, and shall cover the period April 1, 2012 through July 31, 2012. The reports shall contain the following information:

1. Copies of personnel forms confirming salary adjustments made to (b) (7) (c)
2. Evidence of back pay monies disbursed to (b) (7) (c) including copies of the cancelled checks and pay slips showing the gross amount and legal deductions;
3. Results of FIE's review of its compensation system, to include findings, additional equity adjustments and back pay, if any;
4. Documentation of training that FIE provided on its equal employment opportunity programs for all persons involved in determining compensation amounts paid to FIE's employees; and,
5. Documentation that FIE:
 - a) Maintains a list of all minority and female referrals from recruitment sources or community organizations indicating what action was taken with respect to all such individuals.
6. Documentation that FIE:
 - a) Directed its recruitment efforts, both oral and written, to minority and female recruitment sources and community organizations serving its recruitment area and employment needs including contacts with and responses from the resource identified in Remedy 3 of Part II above and from all other resources used,
 - b) Ongoing contacts with the organizations to seek its aid in identifying and referring qualified minority and female applicants for FIE vacancies in construction trade positions,
 - c) Disposition of each referral made by the organizations.

The **second report** shall be due January 18, 2013 and shall cover the period August 1, 2012 through December 31, 2012. The reports shall contain the following information:

1. Documentation that FIE
 - a) Maintains a list of all minority and female referrals from recruitment sources or community organizations indicating what action was taken with respect to all such individuals.
2. Documentation that FIE
 - a) Directed its recruitment efforts, both oral and written, to minority and female recruitment sources and community organizations serving its recruitment area and employment needs including contacts with and responses from the resource identified in Remedy 3 of Part II above and from all other resources used,

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- b) Ongoing contacts with the organizations to seek its aid in identifying and referring qualified minority and female applicants for FIE vacancies in construction trade positions,
- c) Disposition of each referral made by the organizations.

TERMINATION DATE: This Agreement will expire 90 days after OFCCP receives the reports required in Part III above or on the date that the District Director gives notice to FIE that FIE has satisfied its reporting requirements, whichever occurs earlier, unless OFCCP notifies FIE in writing prior to the end of the 90-day period that FIE has not satisfied its reporting requirements pursuant to this Agreement.

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

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PART IV: Signatures

The person signing this Conciliation Agreement on behalf of The New Florida Industrial Electric, Inc. personally warrants that he is fully authorized to do so, that The New Florida Industrial Electric, Inc. entered into this Conciliation Agreement voluntarily and with full knowledge of the effect thereof and that execution of this Agreement is fully binding on The New Florida Industrial Electric, Inc. This Conciliation Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and The New Florida Industrial Electric, Inc.

DATE 4/2/12

(b) (7) (c)

Conrad Eigenmann
President
The New Florida Industrial Electric, Inc.
1050 Miller Drive
Altamonte Springs, Florida 32701

DATE 4/4/2012

(b) (7) (e)

Compliance Officer—Orlando
Office of Federal Contract Compliance
Programs

DATE 04/04/12

(b) (7) (c)

Jacqueline Ortiz-Baerga
Assistant District Director—Orlando
Office of Federal Contract Compliance
Programs

DATE 04/20/12

(b) (7) (c)

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