

Conciliation Agreement
Between the United States Department of Labor
Office of Federal Contract Compliance Programs
And
Hubbard Construction Company
1936 Lee Road Suite 101
Winter Park, Florida 32789

PART I: General Provisions

1. This Agreement is between the Office of Federal Contract Compliance Programs (hereinafter, OFCCP) and Hubbard Construction Company (hereinafter, Hubbard).
2. The violations identified in this Agreement were found during a compliance review of Hubbard at its construction worksites in the Orlando, Florida Standard Metropolitan Statistical Area, which began on January 21, 2011 and they were specified in a Notice of Violation issued March 16, 2012. OFCCP alleges that Hubbard 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 Hubbard of any violation of Executive Order 11246, as amended and its implementing regulations.
4. The provisions of this Agreement will become part of Hubbard's affirmative action program (AAP). Subject to the performance by Hubbard of all promises and representations contained herein and in its AAP, all named violations in regard to the compliance of Hubbard with all OFCCP programs will be deemed resolved. However, Hubbard 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. Hubbard 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 Hubbard's compliance. Hubbard shall permit access to its premises during normal business hours for these purposes.
6. Nothing herein is intended to relieve Hubbard 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. Hubbard 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 Deputy Assistant Secretary, 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 Hubbard has violated any portion of this Agreement during the term of this Agreement, Hubbard 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 Hubbard 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 Hubbard 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 Hubbard to sanctions set forth in Section 209 of the Executive Order, and/or other appropriate relief.

PART II: Specific Provisions

1. **VIOLATION:** Compensation data provided by Hubbard for its employees as of May 23, 2011; revealed that Hubbard provided lower compensation to a (b) (7) (c) a female employee, than to similarly-situated male employees in the (b) (7) (c) job title. Time with Hubbard, time in current job title, experience, and performance did not explain the disparities in compensation. Accordingly, OFCCP finds that Hubbard failed to provide equal employment opportunities to one female (b) (7) (c) employee, paid less than male (b) (7) (c) because of her gender, in violation of 41 CFR 60-1.4(a) (1).

REMEDY: Although Hubbard affirms that this disparity in pay was unintentional, Hubbard will provide (b) (7) (c) with \$5,895.15 in back pay and \$261.37 in interest totaling \$6,156.52. Hubbard will pay this total amount to (b) (7) (c) in a lump sum, less legal deductions. Hubbard will complete the process of monetary distribution to (b) (7) (c) within 90 days, but no sooner than 45 days from the date this Agreement is signed by the District Director. Hubbard 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.

2. **VIOLATION:** Compensation data provided by Hubbard for employees as of May 23, 2011, revealed that Hubbard provided lower compensation to (b) (7) (c) a Black employee, than to similarly situated non-Black employees in the (b) (7) (c) job title. Time with Hubbard, time in current job title, experience, and performance did not explain the disparities in compensation. Accordingly, OFCCP finds that Hubbard failed to provide equal employment opportunities to

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one Black employee, paid less than non-Black (b) (7)(C) because of his race, in violation of 41 CFR 60-1.4(a) (1).

REMEDY: Although Hubbard affirms that this disparity in pay was unintentional, Hubbard will take the actions indicated below:

Hubbard will provide (b) (7)(C) with \$5,500.00 in back pay. Hubbard will pay this amount to (b) (7)(C) in lump sum, less appropriate legal deductions. Hubbard will complete the process of monetary distribution within 90 days, but no sooner than 45 days from the date this Agreement is signed by the District Director.

Hubbard will provide (b) (7)(C) with a raise of \$5,500.00 in his current salary, effective immediately.

Hubbard will assess its compensation of (b) (7)(C) for an additional raise in salary once (b) (7)(C) completes his (b) (7)(C).

Hubbard 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.

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

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

3. **VIOLATION:** Hubbard failed to preserve all personnel records for a period of not less than two years from the date of the making of the record or the personnel action involved, whichever occurred later. Specifically, Hubbard failed to preserve all employment history data by staff member. 41 CFR 60-1.12(a).

REMEDY: Hubbard will preserve any personnel or employment record it makes or keeps in either electronic or hard copy format, including all employment history data by staff member, for a period of not less than two years 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, Hubbard will preserve all personnel and employment records beyond the two-year period, if applicable, until OFCCP makes a final disposition in the matter.

FUTURE CONDUCT: Hubbard will not repeat the above violations.

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PART III: Reporting

Hubbard will submit **two reports** report, 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 on September 14, 2012. The first report shall consist of the following:

1. Copies of personnel forms confirming salary adjustments made to (b) (7)(C) ;
2. Evidence of back pay monies disbursed to (b) (7)(C) and (b) (7)(C) including copies of the cancelled checks and pay slips showing the gross amount and legal deductions;
3. Results of Hubbard's review of its compensation system, including findings, additional equity adjustments and back pay, if any; and
4. Documentation of training that Hubbard provided on its equal employment opportunity programs for all persons involved in determining compensation amounts paid to Hubbard's employees. Include any training costs in excess of Hubbard's customary training expenditures, including the cost of work hours spent in training by the participants as well as the trainers.

The **second report** shall be due August 15, 2013 and will consist of the following:

1. Results of Hubbard's annual review of its compensation system, including findings, additional equity adjustments and back pay, if any;
2. Record of (b) (7)(C) compensation since the first report, with explanation of subsequent changes; and
3. Documentation of subsequent training that Hubbard provided on its equal employment opportunity programs for all persons involved in determining compensation amounts paid to Hubbard's employees. Include any training costs in excess of Hubbard's customary training expenditures, including the cost of work hours spent in training by the participants as well as the trainers.

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 that Hubbard has satisfied its reporting requirements, whichever occurs earlier, unless OFCCP notifies Hubbard in writing prior to the end of the 90-day period that Hubbard has not satisfied its reporting requirements pursuant to this Agreement.

INTEGRATION CLAUSE: This Agreement represents the full Agreement between Hubbard, and OFCCP and this Agreement supersedes any other agreements, oral or written. In signing this Agreement, neither Hubbard, 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 Hubbard Construction Company personally warrants that he is fully authorized to do so, that Hubbard Construction Company entered into this Conciliation Agreement voluntarily and with full knowledge of the effect thereof, and that execution of this Agreement is fully binding on Hubbard Construction Company. This Conciliation Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and Hubbard Construction Company.

DATE

6/4/2012

(b) (7) (c)

William Capehart
President
Hubbard Construction Company
1936 Lee Road Suite 101
Winter Park, Florida 32789

DATE

6/12/2012

(b) (7) (e)

Compliance Officer—Orlando
Office of Federal Contract
Compliance Programs

DATE

06/14/12

(b) (7) (c)

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

DATE

06/14/12

(b) (7) (c)

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