

**Conciliation Agreement**  
**Between the United States Department of Labor**  
**Office of Federal Contract Compliance Programs**  
**And**  
**Sysco Central Florida, Inc.**  
**200 West Story Road**  
**Ocoee, Florida 34761**

**PART I: General Provisions**

1. This Agreement is between the Office of Federal Contract Compliance Programs (hereinafter OFCCP) and Sysco Central Florida, Inc. (hereinafter Sysco).
2. The violation identified in this Agreement was found during a compliance evaluation of Sysco at its establishment located at 200 West Story Road, Ocoee, Florida which began on August 9, 2010, and it was specified in a Notice of Violation issued November 23, 2010. OFCCP alleges that Sysco 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 Sysco of any violation of Executive Order 11246, as amended and its implementing regulations.
4. The provisions of this Agreement will become part of Sysco's affirmative action program (AAP). Subject to the performance by Sysco of all promises and representations contained herein and in its AAP, all named violations in regard to the compliance of Sysco with all OFCCP programs will be deemed resolved. However, Sysco 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. Sysco 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 Sysco's compliance. Sysco shall permit access to its premises during normal business hours for these purposes.
6. Nothing herein is intended to relieve Sysco 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. Sysco 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 Sysco has violated any portion of this Agreement during the term of this Agreement, Sysco 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 Sysco 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 Sysco 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 Sysco 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 Sysco for employees in hourly positions on July 1, 2010 revealed that Sysco provided lower compensation to female employees than to a similarly situated male employee in the (b) (7)(C) job title. Time with Sysco, time in current job title, experience, and performance did not explain the disparities in compensation. Accordingly, OFCCP finds that Sysco discriminated against two female (b) (7)(C) employees (hereinafter Class Members), paid less than their male (b) (7)(C) comparator because of their gender, in violation of 41 CFR 60-1.4(a) (1).

**REMEDY:** Although Sysco affirms that this disparity in pay was unintentional, Sysco will adjust the hourly pay rates of the Class Members named on Attachment A to this Agreement in the amounts designated on the Attachment.

Sysco will provide the Class Members with \$1,040.00 in salary adjustments in the specific amounts designated on Attachment A. Additionally, Sysco will disburse to the Class Members \$2,080.00 in back pay \$79.54 in interest and \$20.80 in 401K contributions for a total of \$2180.34 in the specific amounts designated on Attachment A. Sysco will provide the back pay and interest to the Class Members in lump sum, less appropriate legal deductions.

Sysco will not retaliate, harass, or engage in any form of reprisal or other adverse action against these Class Members 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, Sysco will provide training on its equal employment opportunity programs for all persons involved in determining

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compensation amounts paid to Sysco's employees. Sysco estimates the cost of this training at \$10,000. Sysco will update this training annually.

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

**FUTURE CONDUCT:** Sysco will not repeat the above violation.

**PART III: Reporting**

Sysco shall submit **two reports**, as stated below, to Miguel A Rivera Jr., District Director—Orlando, United States Department of Labor, Office of Federal Contract Compliance Programs, 1001 Executive Center Drive, Suite 100, Orlando, Florida 32803; Attention: (b) (7)(C) Compliance Officer.

The **first report** shall be due 60 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 the two female employees;
2. Evidence of back pay monies disbursed to the Class Members and additional 401K contributions made, including a) copies of the cancelled checks and pay slips showing the gross amounts of and legal deductions from back pay monies and b) the amount of additional 401K contributions; and
3. Results of Sysco's review of its compensation system, including findings, additional equity adjustments made and back pay disbursed, if any.

The **second report** shall be due August 30, 2011 and will cover the period beginning the day after the conclusion of the period covered by the first report and ending July 31, 2011. The second report shall consist of the following:

1. Documentation of training that Sysco provided on its equal employment opportunity programs for all persons involved in determining compensation amounts paid to Sysco's employees, including date(s) of training; names and titles of recipients; and invoices showing cost; and
2. Results of Sysco's follow-up annual review of its compensation system, including findings, additional equity adjustments and back pay, if any.

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

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**PART IV: Signatures**

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

DATE: 11/29/10

(b) (7) (c)  
[Redacted Signature]

**Scott Confelman**  
President  
Sysco Central Florida, Inc.  
200 West Story Road  
Ocoee, Florida 34761

DATE: 12/2/10

(b) (7) (e)  
[Redacted Signature]

Compliance Officer—Orlando  
Office of Federal Contract  
Compliance Programs

DATE: 12/07/10

(b) (7) (c)  
[Redacted Signature]

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

DATE: 12/07/10

(b) (7) (c)  
[Redacted Signature]

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

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**Attachment A**

<b>Name</b>	<b>Job Title</b>	<b>Hourly Wage Adjustment</b>	<b>Annual Salary Adjustment</b>	<b>Backpay</b>	<b>Interest</b>	<b>401K Contribution</b>	<b>Backpay, Interest &amp; 401K Total</b>
<b>(b) (7) (c)</b>							
		<b>Total</b>	<b>\$1040.00</b>	<b>\$2,080.00</b>	<b>\$79.54</b>	<b>\$20.80</b>	<b>\$2,180.34</b>