

U.S. Department of Labor

**Office of Federal Contract
Compliance Programs
200 Sheffield Street, Room 102
Mountainside, New Jersey 07092-2314**



**CONCILIATION AGREEMENT
BETWEEN
THE U.S. DEPARTMENT OF LABOR
OFFICE OF FEDERAL CONTRACT COMPLIANCE PROGRAMS
AND
TELCORDIA TECHNOLOGIES, INC.
1 TELCORDIA DRIVE
PISCATAWAY, NJ 08854
OFCCP CASE NO. R00174092**

PART I: General Provisions

- 1. This Agreement is between the Office of Federal Contract Compliance Programs (hereinafter OFCCP) and Telcordia Technologies, Inc. (hereinafter Telcordia), 1 Telcordia Drive, Piscataway, NJ 08854.**
- 2. The violation identified in this Agreement was found during a compliance review of Telcordia, which began on May 14, 2012 and was specified in a Notice of Violation issued on April 23, 2013. OFCCP alleges that Telcordia has violated Executive Order 11246, as amended, and 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 Telcordia of any violation of the Executive Order 11246, as amended and its implementing regulations.**
- 4. The provisions of this Agreement will become part of Telcordia's Affirmative Action Program (AAP). Subject to the performance by Telcordia of all promises and representations contained herein and in its AAP, all named violations in regard to the compliance of Telcordia with all OFCCP programs will be deemed resolved. However, Telcordia 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. Telcordia 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 Telcordia's compliance. Telcordia shall permit access to its premises during normal business hours for these purposes.**

**Telcordia Technologies, Inc. Piscataway, NJ – Conciliation Agreement
(R00174092)**

6. Nothing herein is intended to relieve Telcordia from the obligation to comply with the requirements of the 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), and implementing regulations, or any other equal employment statute or executive order or its implementing regulations.
7. Telcordia 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 District Director for OFCCP, unless the Regional Director or Director, OFCCP, indicates otherwise within 45 days of the District Director's signature of this Agreement.
9. If at any time in the future, OFCCP believes that Telcordia has violated any portion of this Agreement during the term of this Agreement, Telcordia will be promptly notified of that fact in writing. This notification shall include a statement of the facts and circumstances relied upon in forming that belief. In addition, the notification will provide Telcordia 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 issuance of Show Cause Notice.

Where OFCCP believes that Telcordia 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 Telcordia 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 Telcordia revealed that Telcordia provided lower compensation to two minority (1 Black and 1 Asian) employees than to a similarly situated non-minority employee in the Sr. Performance Engineer job title. Prior to OFCCP's investigation, Telcordia provided the two minority employees with higher yearly merit increases than the similarly situated non-minority employee. While these merit increases diminished the disparities, based on documentation and interviews, OFCCP found that these merit increases, education, years of experience, time with Telcordia, time in current job title, and performance did not explain the current disparities.

Accordingly, OFCCP finds that Telcordia discriminated in compensation by paying two minority employees less than a similarly situated non-minority employee, in violation of 41 CFR 60-1.4 (a) (1).

REMEDY: Although Telcordia affirms that these disparities in pay were unintentional, Telcordia agrees to provide the two minority employees with the following remedies:

Telcordia will provide the two employees with salary increases and backpay plus interest. Employee 1, (b) (6), (b)(7)(C) will receive a salary increase of \$6,500.00 and Employee 2, (b) (6), (b)(7)(C) will receive a salary increase of \$4,100.00, with an effective date of April 1, 2013. Additionally, Telcordia will disburse a special adjustment to Employee 1 in the amount of \$3,500.00, which includes \$291.67 in back pay and will disburse a special adjustment to Employee 2 in the amount of \$6,400.00, which includes \$533.33 in back pay.

Telcordia will conduct, at least annually, a compensation analysis or pay equity study to ensure that there is no gender, race or ethnic related compensation disparities. Specifically, Telcordia will:

- a. immediately review its compensation process and eliminate those policies or practices that led to the failure to ensure equal opportunity;
- b. conduct that same type of review, at least annually to ensure equal opportunity in compensation; and
- c. provide training on Telcordia's equal employment opportunity programs and compensation policies and procedures for all persons involved in determining compensation amounts paid to employees in the Sr. Performance Engineer position. Telcordia will commit a minimum of \$200 for this training.

By entering into this Agreement, Telcordia has not admitted, nor has there been an adjudicated finding, that Telcordia violated any laws. Telcordia entered into this Agreement to resolve this matter without further legal proceedings.

FUTURE CONDUCT: Telcordia will not repeat the above violation.

PART III - Reporting

In order for OFCCP to monitor Telcordia's progress toward fulfilling the provisions of this Agreement, Telcordia will submit two reports. Telcordia will send the Progress Reports to:

U.S. Department of Labor
Office of Federal Contract Compliance Programs
Diamond Head Building
200 Sheffield Street, Suite 102
Mountainside, NJ 07092
ATTN: Compliance Officer [REDACTED] (b) (7)(E)

The first report will be due June 10, 2013 and will contain the following:

- Documentation of salary increases and special adjustments for Employee 1 and Employee 2.
- Documentation that Telcordia provided compensation system training to all personnel involved in making compensation decisions for the Sr. Performance Engineer position. This documentation will identify the time and place of the training; names and job titles of the trainers and all personnel attending the training; subject matter discussed relative to the company's compensation administration system; and information regarding expenses incurred.

The second report will be due June 10, 2014 will cover the period May 1, 2013 through April 30, 2014. The report will include the following:

- The results of Telcordia's annual review of its compensation system. The report will include overall findings, any issue(s) identified, and any action(s) taken. The action(s) may include modifications to compensation policies in place and back pay and/or pay adjustments as needed.
- Documentation of any additional compensation system training that Telcordia provided to any new hires involved in making compensation decisions for the Sr. Performance Engineer position. Documentation should include the information delineated in Report 1 above.

Telcordia shall retain all records pertinent to the violations resolved 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.

Telcordia Technologies, Inc. Piscataway, NJ – Conciliation Agreement
(R00174092)

Termination Date:

The termination date of this Agreement will expire sixty (60) days after receipt of the final progress report or if compliance is not accomplished by that date, then this Agreement shall remain in full force and effect until compliance is achieved.

This Agreement represents the full agreement between Telcordia and the Agency and this agreement supersedes any other agreements, oral or written. In signing this agreement, neither Telcordia nor the Agency 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 Telcordia personally warrants that he is fully authorized to do so, that Telcordia entered into this Conciliation Agreement voluntarily and with full knowledge of the effect thereof, and that execution of this Agreement is fully binding on Telcordia. This Conciliation Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and Telcordia.

(b) (6), (b)(7)(C)

REGINALD COULTER
Compensation Manager
Telcordia Technologies, Inc.
Piscataway, New Jersey

DATE 4/10/13

(b) (7)(E)

Compliance Officer
New Jersey District Office
OFCCP – Northeast Region

DATE 5/14/13

(b) (6), (b)(7)(C)

KEVIN KOLLGAARD
Assistant District Director
New Jersey District Office
OFCCP – Northeast Region

DATE 5/14/13

(b) (6), (b)(7)(C)

PRANITA A. RAGHAVAN
District Director
New Jersey District Office
OFCCP – Northeast Region

DATE 5/24/13