

Conciliation Agreement
Between the
U.S. Department of Labor Office of Federal Contract Compliance Programs
And
AT&T

I. Preliminary Statement

The Office of Federal Contract Compliance Programs (OFCCP) initiated a complaint investigation of AT&T located at 933 Rolling Holly Drive, Great Falls, VA 22066, beginning on July 26, 2021. OFCCP found that AT&T failed to comply with the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. § 4212 (VEVRAA) and its implementing regulations at 41 C.F.R. § 60-300.

In the interest of resolving the violations without engaging in further legal proceedings and in exchange for sufficient and valuable consideration described in this document, OFCCP and AT&T enter into this Conciliation Agreement (Agreement) and its attachments, and the parties agree to all the terms therein.

The attachments to this Agreement are deemed incorporated into this Agreement.

II. General Terms and Conditions

1. In exchange for AT&T's fulfillment of all its obligations in this Agreement, OFCCP will not institute administrative or judicial enforcement proceedings under VEVRAA based on the violations alleged in this Agreement. However, OFCCP retains the right to initiate legal proceedings to enforce this Agreement if AT&T violates any provision of this Agreement, as set forth in Paragraph 11, below. Nothing in this Agreement precludes OFCCP from initiating enforcement proceedings based on future compliance evaluations or complaint investigations.
2. OFCCP may review AT&T's compliance with this Agreement. As part of this review, OFCCP may require written reports, inspect the premises, interview witnesses, and examine and copy documents. AT&T will permit access to its premises during normal business hours for these purposes and will provide OFCCP with all hard copy or electronic reports and documents it requests, including those specified in this Agreement.
3. Nothing in this Agreement relieves AT&T of its obligation to fully comply with the requirements of Executive Order 11246 (E.O. 11246), Section 503 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 793 (Section 503), VEVRAA, their implementing regulations, or other applicable laws requiring nondiscrimination or equal employment opportunity through affirmative action.
4. AT&T agrees that it will not retaliate against any potential or actual beneficiary of this Agreement or against any person who files a complaint, who has provided information or assistance, or who participates in any manner in any proceeding in this matter.
5. The parties understand the terms of this Agreement and enter into it voluntarily.

6. This Agreement, including its attachments, constitutes the entire Agreement and represents the complete and final understanding of the parties. This Agreement contains all of the terms binding the parties and it supersedes all prior written and oral negotiations and agreements. Any modifications or amendments to this Agreement must be agreed upon in writing and signed by all parties. If an administrative error is found, OFCCP will work in good faith with all parties to make the corrections.
7. This Agreement becomes effective on the day it is signed by the Director of Regional Operations (Effective Date).
8. If one or more provisions of this Agreement is deemed unlawful or unenforceable, the remaining provisions will remain in full force and effect.
9. This Agreement will expire sixty (60) days after AT&T submits its final progress report required in Section VII, below, unless OFCCP notifies AT&T in writing before the expiration date that AT&T has failed to fulfill all of its obligations under the Agreement. In this instance, the Agreement is automatically extended until the date that OFCCP determines that AT&T has met all of its obligations under the Agreement.
10. If AT&T violates this Agreement:
 - a. The procedures at 41 C.F.R. 60-300. 63 (2014) will govern:
 - i. OFCCP will send AT&T a written notice stating the alleged violations and summarizing any supporting evidence.
 - ii. AT&T shall have fifteen (15) days from receipt of the notice to respond, except in those cases in which such a delay would result in irreparable injury to the employment rights of affected employees or applicants.
 - iii. If AT&T is unable to demonstrate that it has not violated the Agreement, or if OFCCP's alleges irreparable injury, enforcement proceedings may be initiated immediately without issuing a show cause notice or proceeding through any other requirement.
 - iv. In the event of a breach of this Agreement by AT&T, OFCCP may elect to proceed to a hearing on the entire case and seek full make-whole relief, and not be limited to the terms agreed to in the Agreement.
 - b. AT&T may be subject to the sanctions set forth in 41 C.F.R. 60-300.66 (2014), and/or other appropriate relief for violating this Agreement.
11. This Agreement does not constitute an admission by AT&T of any violation of the Executive Order, Section 503 or VEVRAA, nor has there been an adjudication on the merits regarding any such violation.
12. OFCCP may seek enforcement of this Agreement itself and is not required to present proof of any underlying violations resolved by this Agreement.

13. The parties understand and agree that nothing in this Agreement is binding on other governmental departments or agencies other than OFCCP.
14. Each party shall bear its own fees and expenses with respect to this matter.
15. This Agreement is limited to the facts of this case. Neither this Agreement, nor any part of the negotiations that occurred in connection with this Agreement, shall constitute admissible evidence with respect to any OFCCP policy, practice or position in any lawsuit, legal proceeding, administrative proceeding, compliance evaluation or audit, except for legal or administrative proceedings concerning the enforcement or interpretation of this specific Agreement.
16. All references to “days” in this Agreement, and in the Timeline included as Attachment B, are calendar days. If any deadline for an obligation scheduled to be performed under this Agreement falls on a weekend or a Federal holiday, that deadline will be extended to the next business day.

III. Violation

VIOLATION: OFCCP has informed the parties that it found sufficient evidence to support that AT&T did not treat the Complainant as other similarly situated employees in its review of her application for short-term disability benefits, in violation of 41 CFR 60-300.5(a).

IV. Financial Remedy

1. **Settlement Amount.** AT&T agrees to cease its “recovery” payroll deductions and pay the Complainant the amount of \$19,741.79, less applicable required withholding for taxes, as a financial settlement, which includes \$1,291.79 in interest, to resolve the specific violation set forth above.
2. **Allocation**
 - a. **Total Amount to be Allocated.** The financial settlement and interest amounts will be distributed to the Complainant as explained in this Section.
 - b. **Complainant’s Eligibility to Receive Payments.** The settlement will be distributed to the Complainant (identified in Attachment A).
 - c. **Payments to Eligible Complainant.** AT&T will make a payment to the Eligible Complainant in the stated amount, in the same format as it regularly pays the Eligible Complainant. OFCCP will receive timely documentation of any payment made as set forth in the Timeline.
3. **Notice Process**
 - a. **OFCCP and AT&T Obligations under the Notice Process.** The Notice Process set forth in this agreement is intended to provide the Complainant a meaningful

opportunity to understand their rights and obligations and act on them in a timely manner. OFCCP and AT&T agree not to unreasonably withhold consent to reasonable modifications proposed by either party.

- b. **Notice Documents.** AT&T will distribute the Notice Documents to the Complainant consistent with the sample Notice Documents contained in Attachment C. The Notice Documents include a Notice and an Information Verification Form. The Notice Documents will make clear the information about the settlement is being provided on behalf of the U.S. Department of Labor. As specified in the Timeline and as otherwise necessary to fulfill this Agreement, the parties will meet and confer on any reasonable modifications of the sample Notice Documents or additions to the material distributed by AT&T, if proposed by either party.
- c. **Timeline.** Attachment B sets forth the agreed Timeline for Notice and for the parties' other obligations under this Agreement. The parties will meet and confer on any reasonable modifications to the Timeline proposed by either party.
- d. **Distribution of Mail Notice to Complainant.** AT&T will provide initial notice by regular first-class mail. AT&T will send copies of all of the Notice Documents as defined above, including a postage-paid return envelope, by first class mail to the best available mailing address for the Complainant, by the date set forth in the Timeline. If notice, is returned as undeliverable, it is expected AT&T will contact the Complainant in another manner.
- e. **Notice Deadline.** The final deadline for the Complainant to respond to the notice is set forth in the Timeline. The parties will prominently display this deadline on all materials they distribute in paper or online form regarding this Agreement and explain that failure to respond by this deadline will result in a forfeiture of any relief provided by this Agreement.
- f. **Technical Assistance.** The parties will timely respond to any inquiries from the Complainant using information consistent with this Agreement and the Notice Documents and will document all inquiries and the result. OFCCP will provide contact information for the Complainant to contact OFCCP regarding this Agreement. The parties will prominently display this contact information on all materials they distribute in paper or online form regarding this Agreement. AT&T will provide OFCCP contact information to the Complainant if she has questions or concerns.
- g. **Exchange of Information Regarding Complainant.** AT&T and OFCCP will timely exchange information regarding the Complainant, including updated contact information and the results of any technical assistance provided.
- h. **Documentation of Payments.** By the deadline set forth in the Timeline, AT&T will provide OFCCP with evidence of payment to the Complainant, including the amount paid, the date payment was sent, the date payment was received or the check cashed, and any uncashed or returned checks.

- i. **AT&T's Expenses.** AT&T will pay all expenses associated with carrying out its duties pursuant to this Section, from funds separate and apart from the amount designated in this Agreement for the Settlement.

V. Additional Individual Relief

1. **Personnel File.** AT&T shall remove all references, if any, to any charge or allegation of discrimination against AT&T and this complaint from the Complainant's personnel file. AT&T's human resource personnel and any other officials/managers/employees responsible for providing employment references, may not disclose any information or refer to any charge of discrimination or this complaint in responding to requests for information about the Complainant unless required by a legally compelling process (e.g., official inquiry from another government agency). AT&T will remove any references to the repayment of short-term disability also from the Complainant's personnel file.

VI. Modifications to Employment Practices and Other Non-Monetary Relief

1. AT&T will immediately review and update its process and/or policy for the processing of short-term disability requests to ensure that it is applied uniformly to all employees who request short-term disability benefits.
2. Within ninety (90) calendar days of the Effective Date of this Agreement, AT&T will provide OFCCP with an evaluation of the policies and procedures of its short-term disability process and submit to OFCCP a proposal detailing its recommended updates to ensure uniformity in its process.
3. Upon receipt of the proposal, AT&T and OFCCP will negotiate in good faith any amendments thereto.
4. Within 120 calendar days of OFCCP's acceptance of AT&T's proposal, AT&T agrees to implement revised policies and practices related to short-term disability and train all employees involved in administering short-term disability benefits.

VII. OFCCP Monitoring Period

1. **Recordkeeping.** AT&T agrees to retain all records relevant to the violations cited in Section III above and the reports submitted in compliance with Paragraph 2, below. These records include underlying data and information such as Human Resources Information System (HRIS) and payroll data, personnel records, and any other records or data used to generate the required reports. AT&T will retain the records until this Agreement expires or for the time period consistent with regulatory requirements, whichever is later.
2. **Contractor Reports.**
 - a. **Schedule and Instructions.** AT&T agrees to furnish OFCCP with one progress report due on or before September 29, 2023. AT&T will submit the report to:

U.S. Department of Labor
Office of Federal Contract Compliance Programs
Attention: (b) (6), (b) (7)(C), Compliance Officer
2 Hopkins Plaza, Suite 600
Baltimore, MD 21201
(b) (6), (b) (7)(C) @dol.gov

AT&T and OFCCP have a common interest in the information being provided in the reports pursuant to this Agreement. To the extent any of the reports AT&T provides in accordance with this agreement are customarily kept private or closely held, and AT&T believes should remain confidential under Exemption 4 of the Freedom of Information Act (FOIA) in the event of a FOIA request, AT&T will provide such reports to OFCCP marked as “Confidential”. In the event of a FOIA request, OFCCP will treat any such documents received as confidential documents to the maximum extent of the law.

The progress report will contain:

- i. A copy of the complainant’s personnel file reflecting the changes specified in Part V of this Agreement.
 - ii. Documentation of all trainings to AT&T employees and/or third-party contractors who are involved in reviewing, approving, and administering Short-Term Disability benefits. Documentation should include:
 - a) A written description of the training;
 - b) The date(s) the Short-Term Disability training was completed;
 - c) An employee attendance roster; and
 - d) Date the Short-Term Disability training was completed.
 - iii. Evidence to confirm the implementation of the revised policies and practices related to short-term disability.
3. **Close of Monitoring Period and Termination of Agreement.** This Agreement shall remain in effect until the monitoring period is completed. The monitoring period will close once OFCCP accepts AT&T’s final progress report as set forth in Part II, Paragraph 9 above. If OFCCP fails to notify AT&T in writing within sixty (60) days of the date of the final progress report that AT&T has not fulfilled all of its obligations under the Agreement, OFCCP will be deemed to have accepted the final report and the Monitoring Period and this Agreement will terminate. If OFCCP notifies AT&T within the allotted time that it has not fulfilled all of its obligations, this Agreement is automatically extended until the date that OFCCP determines AT&T has met all of its obligations under the Agreement

VIII. SIGNATURES

The person signing this Agreement on behalf of AT&T personally warrants that he or she is fully authorized to do so, that AT&T has entered into this Agreement voluntarily and with full knowledge of its effect, and that execution of this Agreement is fully binding on AT&T.

This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and AT&T 933 Rolling Holly Drive, Great Falls, VA 22066.

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

MARYBETH DUNNE
Lead Consultant - EEO
AT&T

DATE: 2/16/23

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

BROOKE SENSENIG
Director of Regional Operations

DATE: 02/22/2023

Attachments:

- A. Complainant
- B. Timeline
- C. Notice & Information Verification Form

ATTACHMENT A
COMPLAINANT

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

**ATTACHMENT B
TIMELINE**

ACTIVITY	DATE
AT&T Mails Notice Documents (First Mailing)	Within seven (7) days of the Effective Date of this Agreement
Deadline for Complainant to Reply to First Notice	Within twenty-one (21) days of the Effective Date of this Agreement
AT&T provides OFCCP written notice if Complainant failed to respond to First Notice	Within twenty-two (22) days of the Effective Date of this Agreement
If necessary, OFCCP provides AT&T with updated contact information for Complainant	Within twenty-eight (28) days of the Effective Date of this Agreement
If necessary, AT&T mails Notice Documents (Second Mailing)	Within thirty-five (35) days of the Effective Date of this Agreement
Deadline for Complainant to Reply to Second Notice (if applicable)	Within fifty (50) days of the Effective Date of this Agreement
AT&T issues payment to Complainant	Within fifteen (15) days of receipt of signed Information Verification Form
AT&T provides documentation of payment to OFCCP	Within seven (7) days of payment to complainant
First and Final Report Due	September 29, 2023

Additional Reporting Requirements

ACTIVITY	DATE
AT&T provides OFCCP with an evaluation of the policies and procedures of its Short-Term Disability process and submits to OFCCP a proposal detailing its recommended updates to ensure uniformity in its process.	Within ninety (90) days of the Effective Date of this Agreement
AT&T implements revised policies and practices related to Short-Term Disability and trains all employees involved in administering Short-Term Disability benefits	Within 120 days of OFCCP's acceptance of AT&T's proposal

ATTACHMENT C-1

NOTICE TO COMPLAINANT

Dear (b) (6), (b) (7)(C):

AT&T and the Department of Labor's Office of Federal Contract Compliance Programs (OFCCP) have entered into a Conciliation Agreement (Agreement) to resolve the OFCCP's finding of a violation of the Vietnam Era Veterans' Readjustment Assistance Act (VEVRAA), as amended, that OFCCP found during a complaint investigation of AT&T's 933 Rolling Holly Drive, Great Falls, VA 22066 facility. AT&T has not admitted to any violation of VEVRAA and there has not been any adjudicated finding that AT&T violated any laws. OFCCP and AT&T entered into the Agreement to resolve the matter without resorting to further legal proceedings.

As part of this Agreement, you are eligible to receive a payment of \$19,741.79 less lawful payroll deductions. Under the terms of this Agreement, it may take up to fifteen (15) days from the date AT&T receives the required paperwork from you before you receive your distribution. In order to be eligible for a payment, you must complete, sign, and return the enclosed Information Verification Form. The form should be mailed as soon as possible to the address below. **In order for you to be eligible to participate in the settlement, your documents must be received by [insert date by which the complainant must respond].**

Marybeth Z Dunne
Lead Consultant – EEO
AT&T
311 West Washington
Chicago IL 60606
(b) (6), (b) (7)(C) @att.com

You may use the enclosed postage-paid return envelope to return the completed and signed Information Verification Form, or email a clear, scanned copy with your signature.

If you have any questions you may call Marybeth Dunne at (b) (6), (b) (7)(C), or OFCCP Compliance Officer (b) (6), (b) (7)(C) at (b) (6), (b) (7)(C). Your call will be returned as soon as possible.

IF YOU FAIL TO COMPLETE AND RETURN THE ENCLOSED DOCUMENTS TO AT&T BY [insert date by which the complainant must respond], YOU WILL NOT BE ELIGIBLE TO RECEIVE A PAYMENT.

Sincerely,

[Name]

Enclosure

ATTACHMENT C-2

INFORMATION VERIFICATION FORM

You must complete this form in order to be eligible for the monetary payment under the terms of the Conciliation Agreement (Agreement) between AT&T and the Department of Labor's Office of Federal Contract Compliance Programs. Please print legibly, except for the signature.

Name: _____

Address: _____

Telephone Nos.: Home _____ Cell _____ Work _____

Email _____

Notify Marybeth Dunne at the address below if your address, email address or phone number changes within the next six (6) months.

IF YOU FAIL TO COMPLETE AND RETURN THIS DOCUMENT TO THE ADDRESS BELOW BY [date complainant must respond], YOU WILL NOT BE ELIGIBLE TO RECEIVE A PAYMENT.

*Marybeth Z Dunne
Lead Consultant – EEO
AT&T
225 West Randolph
Chicago IL 60606
(b) (6), (b) (7)(C)@att.com*

I, (print name) _____, certify the above is true and correct.

Signature

Date