

CONCILIATION AGREEMENT
Between
THE U. S. DEPARTMENT OF LABOR
OFFICE OF FEDERAL CONTRACT COMPLIANCE PROGRAMS
and
Entergy-Waterford 3

PART I: GENERAL PROVISIONS:

1. This Conciliation Agreement (“Agreement”) is between the Office of Federal Contract Compliance Programs (“OFCCP”) and Entergy-Waterford 3 (“Entergy”).
2. The violation identified in this Agreement was found during a compliance evaluation of Entergy’s facility located at 17265 River Road, Killona, Louisiana, which began on August 17, 2010, and was specified in a Notice of Violation issued on December 21, 2011. OFCCP alleges that Entergy has violated Executive Order 11246, as amended (“Executive Order”), and its implementing regulations at 41 CFR Chapters 60 due to the specific violation cited in Part II below.
3. This Agreement does not constitute an admission by Entergy of any violation of the Executive Order and its implementing regulations.
4. The provisions of this Agreement will become part of Entergy’s written affirmative action program (“AAP”). Subject to the performance by Entergy of all promises and representations contained herein and in its AAP, the named violation in regard to the compliance of Entergy with all OFCCP programs will be deemed resolved. However, Entergy 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. Entergy 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 Entergy’s compliance. Entergy shall permit access to its premises during normal business hours for these purposes.
6. Nothing herein is intended to relieve Entergy from the obligation to comply with the requirements of the Executive Order, Section 503 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 793 (“Section 503”) and/or the Vietnam Era Veterans’ Readjustment Assistance Act of 1974, as amended, 38 U.S.C. § 4212 (“VEVRAA”) and their implementing regulations, or any other equal employment statute or executive order or its implementing regulations.
7. Entergy 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 proceeding under the Executive Order, Section 503, and/or VEVRAA.

8. This Agreement will be deemed to have been accepted by the Government on the date of signature by the San Antonio Assistant District Director ("Assistant District Director"), unless the Regional Director of the Southwest and Rocky Mountain Region, OFCCP, or the Deputy Assistant Secretary indicates otherwise within 45 calendar days of the Assistant District Director's signature on this Agreement.
9. If at any time in the future, OFCCP believes that Entergy has violated any portion of this Agreement during the term of this Agreement, Entergy 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 Entergy with 15 calendar 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 Entergy has violated this 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 Entergy to sanctions set forth in Section 209 of the Executive Order, and/or other appropriate relief.

PART II: SPECIFIC PROVISION:

VIOLATION: OFCCP found Entergy was not in compliance with 41 CFR 60-1.4(a)(1), 60 2.17(b)(3), and 60-2.17(d)(1). Specifically, in response to an OFCCP investigation and request for further information, Entergy discovered a compensation disparity against (b) (7)(C), a White female (b) (7)(C), (b) (7)(C) was compensated less than a similarly situated White male (b) (7)(C) for the period of June 1, 2009 to October 24, 2010. The pay disparity impacted (b) (7)(C) pay through August 27, 2011.

REMEDY: On August 28, 2011, Entergy reported and self-corrected the salary disparity and provided OFCCP with documentation that showed (b) (7)(C) was paid \$12,669 in back pay and interest for the disparity and her base salary was adjusted to (b) (4). In addition, in accordance with CFR 60-1.4(a)(1), 60 2.17(b)(3), and 60-2.17(d)(1), Entergy agrees to the following:

1. Review it's compensation practices to ensure there are no gender, race, and/or ethnicity based compensation disparities; and
2. Provide training to employees involved in the administration of the compensation system on any new practices/changes implemented as a result of the review of compensation practices and effective internal auditing system.

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

PART III: REPORTING:

Entergy will submit one progress report to OFCCP, and shall send the report as described below:

Assistant District Director
U.S. DOL/OFCCP
615 E Houston, 340
San Antonio, Texas 78205

1. Within 180 calendar days, Entergy will submit to OFCCP a detailed description of the results of its compensation practices' review. The report will also detail any training that has been or will be carried out as a result of the review of compensation practices.

Entergy will retain records pertinent to the violation resolved by this Conciliation Agreement and to the reports submitted pursuant to it, including the underlying information on which the reports are based, until the expiration date of the Conciliation Agreement or consistent with regulatory requirements, whichever is later.

Entergy agrees not to repeat the above violation.

This Conciliation Agreement will expire 60 calendar days after receipt of the final progress report or on the date the Assistant District Director gives notice to Entergy that it has satisfied its reporting requirements, whichever occurs earlier, unless OFCCP notifies Entergy in writing prior to the expiration of the 60-day period that Entergy has not satisfied its reporting requirements pursuant to this Agreement.

PART IV: SIGNATURES:

This Conciliation Agreement is hereby executed by and between the OFCCP and Entergy.

(b) (7) (c)

Katherine T. Lane
Director of Labor Relations
Entergy Services, Inc.

Date: 3/9/12

(b) (7)(c)

Compliance Officer
San Antonio District Office

Date: 3/12/2012

(b) (7) (c)

Katherine Saunders Haight
Assistant District Director
San Antonio District Office

Date: 3/12/12