

Conciliation Agreement
Between the United States Department of Labor
Office of Federal Contract Compliance Programs
And
HDR Engineering, Inc.
8404 Indian Hills Drive
Omaha, Nebraska 68114

PART I: General Provisions

1. This Agreement is between the Office of Federal Contract Compliance Programs (hereinafter OFCCP) and HDR Engineering, Inc (hereinafter HDR).
2. The violation identified in this Agreement was found during a compliance evaluation of HDR at its establishment located at 5426 Bay Center Drive, Tampa, Florida which began on April 5, 2012, and it was specified in a Notice of Violation issued July 2, 2012. OFCCP alleges that HDR 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 HDR of any violation of Executive Order 11246, as amended and its implementing regulations.
4. The provisions of this Agreement will become part of HDR's affirmative action program (AAP). Subject to the performance by HDR of all promises and representations contained herein and in its AAP, all named violations in regard to the compliance of HDR with all OFCCP programs will be deemed resolved. However, HDR 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. HDR 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 HDR's compliance. HDR shall permit access to its premises during normal business hours for these purposes.
6. Nothing herein is intended to relieve HDR 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. HDR 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 signature by the District Director for OFCCP, unless the Regional Director or Director,

**HDR Engineering, Inc.
Conciliation Agreement**

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 HDR has violated any portion of this Agreement during the term of this Agreement, HDR 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 HDR 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 HDR 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 HDR 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 HDR for employees as of January 1, 2012, revealed that HDR provided lower compensation to: a) one female employee and one minority employee compared to similarly situated male and non-minority employees in the (b) (7) (c) job title and b) one minority employee compared with a similarly situated non-minority employee in the (b) (7) (c) job title. Time with HDR, time in current job title, experience, education and performance did not explain the disparities in compensation. Accordingly, OFCCP finds that HDR failed to ensure equal opportunity in compensation to one female and one minority (b) (7) (c) and one minority (b) (7) (c), paid less, because of their race or gender, than their non-minority and male counterparts, in violation of 41 CFR 60-1.4(a) (1).

REMEDY: Although HDR affirms that this disparity in pay was unintentional, HDR will adjust the pay rates of the female and minority (b) (7) (c) and of the minority (b) (7) (c) as set forth below:

HDR will provide (b) (7) (c) with \$1,289.60 in salary adjustments. Additionally, HDR will disburse to (b) (7) (c) \$4,268.77 in back pay and \$141.12 in interest totaling \$4,409.89.

HDR will provide (b) (7) (c) with \$1,289.60 in salary adjustments. Additionally, HDR will disburse to (b) (7) (c) \$1,998.17 in back pay and \$51.10 in interest totaling \$2,049.27.

HDR will provide (b) (7) (c) with \$3,848.00 in salary adjustments. Additionally, HDR will disburse to (b) (7) (c) \$5,436.19 in back pay and \$139.07 in interest totaling \$5,575.26.

HDR will pay these monies to (b) (7) (c) in lump sums, minus deductions required by law. These payments will be reduced by withholdings for federal

**HDR Engineering, Inc.
Conciliation Agreement**

income tax, state, and/or local income tax, and each recipient's share of FICA. Each individual named above shall receive an IRS Form W-2 for his or her share of the back pay and benefits and an IRS Form 1099 for his or her share of the interest amount.

HDR 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.

HDR 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, OFCCP. HDR will provide training on its equal employment opportunity programs for all persons involved in determining compensation amounts paid to HDR's employees. The cost of this training is currently estimated at \$500. HDR will update this training annually.

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

FUTURE CONDUCT: HDR will not repeat the above violation.

PART III: Reporting

HDR shall submit **two reports**, 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) (b) (7) (c).
2. Evidence of back pay and interest disbursed to (b) (7) (c) as well as the contributions made to their pension accounts, including copies of the cancelled checks and pay slips showing the gross amount and deductions required by law;
3. Results of HDR's review of its compensation system, to include findings, additional equity adjustments and back pay, if any; and

The **second report** shall be due on August 14, 2013. The second report shall consist of the following:

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

**HDR Engineering, Inc.
Conciliation Agreement**

INTEGRATION CLAUSE: This Agreement represents the full Agreement between HDR and OFCCP and this Agreement supersedes any other agreements, oral or written. In signing this Agreement, neither HDR 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.

PART IV: Signatures

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

Date: 7-12-12

(b) (7) (c)

Paul Bowdoin
Area Manager—Southeast
HDR Engineering, Inc.
5426 Bay Center Drive
Tampa, Florida

Date: 7-18-12

(b) (7) (e)

Compliance Officer—Orlando
Office of Federal Contract Compliance
Programs

Date: 07/20/2012

(b) (7) (c)

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

Date: 07/20/12

(b) (7) (c)

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