

Conciliation Agreement
Between the
U.S. Department of Labor Office of Federal Contract Compliance Programs
and
Hawaiian Telcom Communications Inc.

I. Preliminary Statement

The Office of Federal Contract Compliance Programs (OFCCP) evaluated the Hawaiian Telcom Communications Inc. located at 1177 Bishop Street, 17th Floor, Honolulu, HI 96813, beginning on September 28, 2021. OFCCP found that Hawaiian Telcom Communications Inc. failed to comply with Section 503 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 793 (Section 503), and the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. 4212 (VEVRAA) and their respective implementing regulations. OFCCP notified Hawaiian Telcom Communications Inc. of the specific violations and the corrective actions required in a Notice of Violation (NOV) issued on May 23, 2023

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

II. General Terms and Conditions

1. In exchange for Hawaiian Telcom Communications Inc.'s fulfillment of all its obligations in this Agreement, OFCCP will not institute administrative or judicial enforcement proceedings under Section 503, and VEVRAA based on the violations alleged in the NOV. However, OFCCP retains the right to initiate legal proceedings to enforce this Agreement if Hawaiian Telcom Communications Inc. violates any provision of this Agreement, as set forth in Paragraph 10, below. Nothing in this Agreement precludes OFCCP from initiating enforcement proceedings based on future compliance evaluations or complaint investigations.
2. OFCCP may review Hawaiian Telcom Communications Inc.'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. Hawaiian Telcom Communications Inc. 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 OFCCP requests, including those specified in this Agreement.
3. Nothing in this Agreement relieves Hawaiian Telcom Communications Inc. of its obligation to fully comply with the requirements of E.O. 11246, Section 503, VEVRAA, their implementing regulations, or other applicable laws requiring nondiscrimination or equal employment opportunity through affirmative action.
4. Hawaiian Telcom Communications Inc. 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 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 District Director (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 Hawaiian Telcom Communications Inc. submits its final progress report required in Section IV, below, unless OFCCP notifies Hawaiian Telcom Communications Inc. in writing before the expiration date that Hawaiian Telcom Communications Inc. 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 Hawaiian Telcom Communications Inc. has met all of its obligations under the Agreement.
10. If Hawaiian Telcom Communications Inc. violates this Agreement:
 - a. The procedures at: C.F.R. 60-300.63, and 41 C.F.R. 60-741.63 will govern:
 - i. OFCCP will send Hawaiian Telcom Communications Inc. a written notice stating the alleged violation(s) and summarizing any supporting evidence.
 - ii. Hawaiian Telcom Communications Inc. 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 Hawaiian Telcom Communications Inc. is unable to demonstrate that it has not violated the Agreement, or if OFCCP 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 Hawaiian Telcom Communications Inc., 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 in the Agreement.

- b. Hawaiian Telcom Communications Inc, may be subject to the sanctions set forth in the provisions: 41 C.F.R. 60-741.66, or 41 C.F.R. 60-300.66, and/or other appropriate relief for violating this Agreement.
11. Hawaiian Telcom Communications Inc. does not admit 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 the United States Department of Labor.
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 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. Technical Violations and Remedies

1. **VIOLATION:** During the period January 1, 2020 through December 31, 2021, Hawaiian Telcom Communications Inc.'s VEVRAA AAP failed to design and implement an audit and reporting systems, as required by 41 CFR 60-300.44(h)(1). Specifically, Hawaiian Telcom Communications Inc. failed to measure the effectiveness of its affirmative action program and their compliance with the affirmative action program’s specific obligations and to document the actions taken to comply with the obligations of CFR 60-300.44(h)(1)(i) through (v).

REMEDY: Hawaiian Telcom Communications Inc. will design and implement an audit and reporting system, as required by 41 CFR 60-300.44(h)(1). Specifically, Hawaiian Telcom Communications Inc. must design and implement an audit and reporting systems that measures the effectiveness of its affirmative action program, measures their compliance with the affirmative action program’s specific obligations, and document the actions taken to comply with these obligations.

2. **VIOLATION:** During the period January 1, 2020 through December 31, 2021, Hawaiian Telcom Communications Inc.'s VEVRAA AAP failed to provide evidence they trained their personnel to ensure that it implemented EEO and affirmative action program commitments, as required by 41 CFR 60-300.44(j). Specifically, Hawaiian Telcom Communications Inc. did not provide evidence they had provided training to their personnel to ensure EEO and affirmative action program commitments are implemented.

REMEDY: Hawaiian Telcom Communications Inc. will train its personnel to ensure that EEO and affirmative action program commitments are implemented, as required by 41 CFR 60-300.44(j).

3. **VIOLATION:** During the period January 1, 2020 through December 31, 2021, Hawaiian Telcom Communications Inc.'s VEVRAA AAP failed to provide evidence they trained their personnel to ensure that it implemented EEO and affirmative action program commitments, as required by 41 CFR 60-741.44(j). Specifically, Hawaiian Telcom Communications Inc. did not provide the evidence they had provided training to their personnel to ensure EEO and affirmative action program commitments are implemented.

REMEDY: Hawaiian Telcom Communications Inc. will train its personnel to ensure that EEO and affirmative action program commitments are implemented, as required by 41 CFR 60-741.44(j).

4. **VIOLATION:** During the period January 1, 2020 through December 31, 2021, Hawaiian Telcom Communications Inc. failed to annually review the effectiveness of the outreach and recruitment efforts it took over the previous twelve months to identify and recruit qualified protected veterans, as required by 41 CFR 60-300.44(f)(3).

REMEDY: Hawaiian Telcom Communications Inc. will annually review its outreach and recruitment activities, assess their effectiveness, and document this review, in accordance with 41 CFR 60-300.44(f)(3). If Hawaiian Telcom Communications Inc. concludes that the totality of its efforts were not effective in identifying and recruiting qualified protected veterans, it shall identify and implement alternative efforts listed in 41 CFR 60-300.44(f)(1) or (f)(2).

5. **VIOLATION:** During the period January 1, 2020 through December 31, 2021, Hawaiian Telcom Communications Inc. failed to annually review the effectiveness of the outreach and recruitment efforts it took over the previous twelve months to identify and recruit qualified individuals with disabilities as required by 41 CFR 60-741.44(f)(3).

REMEDY: Hawaiian Telcom Communications Inc. will annually review its outreach

and recruitment activities, assess their effectiveness, and document this review, in accordance with 41 CFR 60-741.44(f)(3). If Hawaiian Telcom Communications Inc. concludes that the totality of its efforts were not effective in identifying and recruiting qualified individuals with disabilities, it shall identify and implement alternative efforts listed in 41 CFR 60-741.44(f)(1) or (f)(2).

6. **VIOLATION:** During the period January 1, 2020 through December 31, 2021, Communications Inc. failed to undertake appropriate outreach and positive recruitment activities that were reasonably designed to effectively recruit protected veterans, in violation of 41 CFR 60-300.44(f)(1)(i). Specifically, Hawaiian Telcom Communications Inc.'s outreach and recruitment was not designed to effectively recruit protected veterans.

REMEDY: Hawaiian Telcom Communications Inc. will undertake appropriate external outreach and positive recruitment activities that are reasonably designed to effectively recruit protected veterans, such as those described at 41 CFR 60-300.44(f)(2).

7. **VIOLATION:** During the period January 1, 2020 through December 31, 2021, Hawaiian Telcom Communications Inc. failed to undertake appropriate outreach and positive recruitment activities that were reasonably designed to effectively recruit qualified individuals with disabilities, in violation of 41 CFR 60-741.44(f)(1)(i). Specifically, Hawaiian Telcom Communications Inc.'s outreach and recruitment was not designed to effectively recruit qualified individuals with disabilities.

REMEDY: Hawaiian Telcom Communications Inc. will undertake appropriate external outreach and positive recruitment activities that are reasonably designed to effectively recruit qualified individuals with disabilities, such as those described at 41 CFR 60-741.44(f)(2).

8. **VIOLATION:** During the period January 1, 2020 through December 31, 2021, Hawaiian Telcom Communications Inc. failed to design and implement an audit and reporting system, as required by 41 CFR 60-741.44(h)(1). Specifically, Hawaiian Telcom Communications Inc. failed to measure their compliance with the affirmative action program's specific obligations; and document the actions taken to comply with the obligations of 41 CFR 60-741.44(h)(1)(i) through (v).

REMEDY: Hawaiian Telcom Communications Inc. will design and implement an audit and reporting system, as required by 41 CFR 60-741.44(h)(1). Specifically, Hawaiian Telcom Communications Inc. must design and implement an audit and reporting system that measures the effectiveness of its affirmative action program; indicates any need for remedial action; determines the degree to which their objectives have been attained; measures their compliance with the affirmative action program's specific obligations; and documents the actions taken to comply with these obligations.

IV. OFCCP Monitoring Period

1. **Recordkeeping.** Hawaiian Telcom Communications Inc. 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, job applications and personnel records, and any other records or data used to generate the required reports. Hawaiian Telcom Communications Inc. will retain the records until this Agreement expires or for the time period consistent with regulatory requirements, whichever is later.
2. **Hawaiian Telcom Reports.** Hawaiian Telcom Communications Inc. agrees to furnish OFCCP with the following report during the Monitoring Period. The report will contain the documentation specified according to the dates scheduled:
 - a. Progress Report 1: Due on January 31, 2024, covering the period of June 1, 2023, through December 31, 2023

Documentation of:

VIOLATION #1: Evidence that Hawaiian Telcom Communications Inc. developed and implemented an audit and reporting system that monitors the effectiveness of its total affirmative action programs under VEVRAA, in accordance with 41 CFR 60-300.44(h)(1). The report will include the dates and the actions taken, the individuals involved by name and job title and evidence that these actions were taken. A report of the names and job titles of those who received a copy of the audit results

VIOLATION #2 & #3: A report containing the information on the training management received. For each training, include the date, name of the training, content of the training, job title and name of the trainer, location of the training (in person or virtual), and names and job titles of those who received the training to ensure Hawaiian Telcom Communications Inc.'s EEO and affirmative action program commitments.

VIOLATION #4: The assessment of each outreach and recruitment activity for veterans, the criteria used to assess each activity and Hawaiian Telcom Communications Inc.'s assessment of the totality of all of its activities. If Hawaiian Telcom Communications Inc. concludes that the totality of its efforts were not effective in identifying and recruiting veterans, it shall identify and report what alternative efforts were made.

VIOLATION #5: The assessment of each outreach and recruitment activity for individuals with disabilities, the criteria used to assess each activity and Hawaiian

Telcom Communications Inc.'s assessment of the totality of all of its activities. If Hawaiian Telcom Communications Inc. concludes that the totality of its efforts were not effective in identifying and recruiting individuals with disabilities, it shall identify and report what alternative efforts were made.

VIOLATION #6: Report of each outreach and recruitment activity designed to effectively recruit qualified veterans to include the name of the activity, the date of the activity, the name and the job titles of employees involved in the activity, and the goal and results of each activity.

VIOLATION #7: Report of each outreach and recruitment activity designed to effectively recruit qualified individuals with disabilities to include the name of the activity, the date of the activity, the name and the job titles of employees involved in the activity, and the goals and results of each activity.

VIOLATION #8: Evidence that Hawaiian Telcom Communications Inc. developed and implemented an audit and reporting system that measures the effectiveness of its affirmative action program in accordance with 41 CFR 60-741.44(h)(1). The report will include the dates the actions were taken, the individuals involved by name and job titles, the evidence that the actions were taken, and the names and job titles of those who received the results of audit.

Hawaiian Telcom Communication Inc. will submit reports to Marvin Jordan, District Director of OFCCP via email a (b) (7)(C), (b) (6)@dol.gov with a copy to Compliance Officer (b) (7)(C), (b) (6) at (b) (7)(C), (b) (6)@dol.gov. Hawaiian Telcom Communications Inc. 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 Hawaiian Telcom Communications Inc. provides in accordance with this Agreement are trade secrets, commercial, and/or financial in nature, and customarily kept private or closely-held, and Hawaiian Telcom Communications Inc. believes should remain confidential under Exemption 4 of the Freedom of Information Act (FOIA) in the event of a FOIA request, Hawaiian Telcom Communications Inc. will provide such reports to OFCCP marked as "Confidential". In the event of a FOIA request, OFCCP will promptly notify Hawaiian Telcom Communications Inc. of the FOIA request and provide Hawaiian Telcom Communications Inc. an opportunity to object to disclosure. OFCCP will withhold disclosure of such reports to the maximum extent allowable by law.

- 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 Hawaiian Telcom Communications Inc.'s final progress report as set forth in Section II, Paragraph 9 above. If OFCCP fails to notify Hawaiian Telcom Communications Inc. in writing within sixty (60) days of the date of the final progress report that Hawaiian Telcom Communication Inc. 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 Hawaiian Telcom Communication Inc. within the allotted time that it has not fulfilled all of its obligations, this Agreement is automatically extended until the date that OFCCP determines Hawaiian Telcom Communications Inc. has met all of its obligations under the Agreement.

V. SIGNATURES

The person signing this Agreement on behalf of Hawaiian Telcom Communications Inc. personally warrants that he or she is fully authorized to do so, that Hawaiian Telcom Communications Inc.'s has entered into this Agreement voluntarily and with full knowledge of its effect, and that execution of this Agreement is fully binding on Hawaiian Telcom Communications Inc.

This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and Hawaiian Telcom Communications Inc., 1177 Bishop Street, 17th Floor, Honolulu, HI 96813.

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

Amber Baugh
VP Culture
Cincinnati Bell Inc./Hawaiian Telcom Communications Inc.

DATE: June 13, 2023

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

MARVIN R. JORDAN
Acting District Director

DATE: _____