



**CONCILIATION AGREEMENT
BETWEEN THE
U.S. DEPARTMENT OF LABOR OFFICE OF FEDERAL CONTRACT
COMPLIANCE PROGRAMS
AND
GRANITE TELECOMMUNICATIONS, LLC
100 NEWPORT AVE EXTENSION
QUINCY, MA 02171-1759
CASE NO: R00205645**

PART I: General Provisions

1. This Agreement is between the U.S. Department of Labor, Office of Federal Contract Compliance Programs (hereinafter OFCCP), and Granite Telecommunications (hereinafter Granite), 100 Newport Avenue Extension, Quincy, MA 02171-1759.
2. The violations identified in this Agreement were found during a compliance evaluation of Granite which began on January 18, 2018 and were specified in a Notice of Violations that was issued on February 22, 2019. OFCCP alleges that Granite has violated Executive Order 11246, as amended, and implementing regulations at 41 CFR Chapter 60 due to the specific violations cited in Part II below.
3. This Agreement does not constitute an admission by Granite of any violation 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 the implementing regulations.
4. The provisions of this Agreement will become part of Granite's Affirmative Action Program (AAP). Subject to the performance by Granite of all promises and representations contained herein and in its AAP, all named violations in regard to the compliance of Granite with all OFCCP programs will be deemed resolved. However, Granite 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. Granite agrees that OFCCP may review compliance with this Agreement. As part of this 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 Granite's compliance. Granite shall permit access to its premises during normal business hours for these purposes.

6. Granite 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).
7. This Agreement will be deemed to have been accepted by the Government on the date of the signature by the District Director of the Boston District Office.
8. If at any time in the future, OFCCP believes that Granite has violated any portion of this Agreement during the term of this Agreement, Granite 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 Granite 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 Granite 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 Granite to sanctions set forth in Section 209 of the Executive Order and/or other appropriate relief.

PART II: Specific Provisions

1. **VIOLATION:** During the period October 1, 2016 through September 30, 2017, Granite failed to perform an effective in-depth analysis of its total employment process to determine whether and where impediments to equal employment opportunity exist, in violation of 41 CFR 60-2.17(b)(2). Specifically, Granite could not identify, through its in-depth analysis, whether there were disparities in personnel activity.

REMEDY: Granite will perform effective in-depth analyses of its personnel data to determine whether and where impediments to equal employment opportunity exist, including analyzing all impediments that result in disparities. Granite will incorporate these analyses and determinations into the Identification of Problem Areas section of the now-current AAP, and update these analyses annually and incorporate them into Granite's future AAPs.

2. **VIOLATION:** During the period October 1, 2016 through September 30, 2017, Granite failed to undertake effective outreach and positive recruitment activities reasonably designed to recruit qualified females, in violation of 41 CFR 60-2.17(c). Specifically, Granite's outreach and positive recruitment activities designed for job groups 1B, 3-11, 5-6, 5-7 and 5-13 did not effectively recruit qualified females.

REMEDY: Granite will undertake effective outreach and positive recruitment activities reasonably designed to recruit qualified females. In addition to other outreach Granite will undertake, Granite will establish linkages with community organizations, soliciting their assistance and support in recruitment and outreach.

3. **VIOLATION:** During the period October 1, 2016 through September 30, 2017, Granite failed to develop and implement an effective internal audit and reporting system that periodically measures the effectiveness of its total affirmative action program, in violation of 41 CFR 60-2.17(d)(1) through (4). Specifically, Granite failed to monitor records of all personnel activity, failed to require internal reporting on a scheduled basis, failed to review and report results with all levels of management, and failed to advise top management of program effectiveness and submit recommendations to improve unsatisfactory performance.

REMEDY: Granite will develop and implement an effective internal audit and reporting system that periodically measures the effectiveness of its total affirmative action program to ensure equal employment opportunity in accordance with 41 CFR 60-2.17(d)(1) through (4). The internal audit and reporting system will include the following:

- a) Monitoring records of personnel activity at all levels to ensure that its nondiscrimination policy is carried out;
 - b) Requiring internal reporting on a scheduled basis as to the degree to which equal employment opportunity and organizational objectives are attained;
 - c) Reviewing report results with all levels of management; and
 - d) Advising top management of program effectiveness and submitting recommendations, including specific steps and concrete strategies, to improve unsatisfactory performance. Granite will undertake corrective actions relating to the findings, results, and recommendations of their audits. Granite will update these systems annually and include them and their findings in current and future AAPs.
4. **VIOLATION:** During the period October 1, 2016 through September 30, 2017, Granite failed to implement an effective applicant tracking system, in violation of 41 CFR 60-3.4 and 60-3.15. Specifically, Granite failed to effectively identify external applicants and external hires from internal candidates and those selected for promotion.

REMEDY: Granite will implement an effective applicant tracking system that enables it to analyze its pool of applicants for: a) Affirmative Action purposes to ensure that the process is yielding a diverse pool of qualified minority and female applicants; and b) Nondiscrimination purposes to monitor for disparate treatment or unlawful adverse impact in the selection process, and to continue to do so for as long as it is subject to the requirements of Executive Order 11246.

FUTURE CONDUCT: Granite will not repeat the above violations.

Part III: Reporting

1. Granite agrees to retain records pertinent to the violations cited in Part II above, and to the reports submitted in compliance with Paragraph 2, below. These records shall include data and information underlying the required reports, specifically, but not limited to all applications and personnel records. The records will be retained until the expiration of this Agreement or consistent with regulatory requirements.
2. Granite agrees to furnish the OFCCP, Boston District Office with the following reports:

Granite will submit three (3) reports and will send the reports to:

District Director
U.S. Department of Labor, OFCCP
Boston District Office
JFK Federal Building, Room E235
15 New Sudbury Street
Boston, MA 02203

The *first report* will be due within *sixty* (60) days of the signing of this conciliation agreement by the District Director and shall contain the following:

1. Narrative discussion of Granite's outreach and recruitment efforts, including steps taken to build relationships with outreach and recruitment organizations to encourage referral of qualified females.
2. Narrative discussion of the implementation of Granite's revised applicant tracking system, to include a description of the system and the training on the system.

The *second report* will be due December 2, 2019 and shall consist of the following covering from the effective date of this Agreement to September 30, 2019.

1. Documentation of correspondence with the outreach and recruitment organizations identified by Granite in the first report.
2. Narrative section for Identification of Problem Areas from the October 1, 2019 to

September 30, 2020 11246 AAP.

3. Narrative discussion of Granite's Internal Audit and Reporting included in its October 1, 2019 to September 30, 2020 11246 AAP. The narrative should include the results for items a-d below:
 - a. Monitor records of all applicants at all levels to ensure the nondiscriminatory policy is carried out;
 - b. Require internal reporting on a scheduled basis by measuring Granite's compliance with its applicant tracking including the degree to which equal employment opportunity and Granite's objectives have been attained;
 - c. Review report results with all levels of management responsible for the Granite facility; and
 - d. Advise management responsible for the Granite facility of program effectiveness, indicate any need for remedial action and submit recommendations to improve unsatisfactory performance.
4. A list of all applicants and hires for each job opening, during the reporting period. The list must include:
 - a. Applicant name or id,
 - b. Race/Ethnicity if provided,
 - c. Gender if provided
 - d. Job group applied to,
 - e. Job title applied to,
 - f. Job group hired into,
 - g. Job title hired into,
 - h. Date of hire, and
 - i. Disposition for those not hired

The **third report** will be due April 30, 2020 and shall consist of the following, covering the period of October 1, 2019 to April 1, 2020.

1. A list of all applicants and hires for each job opening during the reporting period. The list must include, along with supporting documentation:
 - a. Applicant name or id,
 - b. Race/Ethnicity if provided,
 - c. Gender if provided
 - d. Job group applied to,
 - e. Job title applied to,
 - f. Job group hired into,
 - g. Job title hired into,
 - h. Date of hire, and
 - 1) Disposition for those not hired

Granite will retain all records and data pertinent to the violations resolved by this Agreement and/or used to prepare required reports until this Agreement expires or as long as required by OFFCP's regulations, whichever date occurs later (or "whichever time period is longer").

TERMINATION DATE: This Conciliation Agreement shall remain in effect until the review and acceptance by OFCCP of Granite's final progress report.

PART V: SIGNATURES

Personal Warranty Clause

The person signing this Conciliation Agreement on behalf of Granite Telecommunications, LLC personally warrants that he is fully authorized to do so, that Granite 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 Granite. This Conciliation Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and Granite Telecommunications, LLC, 100 Newport Avenue Extension, Quincy, MA 02171.

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

Mr. Robert T. Hale
President/CEO
Granite Telecommunications, LLC
100 Newport Avenue Extension
Quincy, MA 02171-1759

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

(b) (6), (b) (7)(E)
Compliance Officer
Boston District Office
Northeast Region

DATE: 03.14.19

DATE: 3/19/19

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

Mandi B. Costa
Assistant District Director
Boston District Office
Northeast Region

DATE: 3/19/19

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

Rhonda Aubin-Smith
District Director
Boston District Office
Northeast Region

DATE: 3/20/19