

CONCILIATION AGREEMENT  
Between  
THE U.S. DEPARTMENT OF LABOR  
OFFICE OF FEDERAL CONTRACT COMPLIANCE PROGRAMS  
and  
GANNETT FLEMING, INC.  
207 SENATE AVE  
CAMP HILL, PENNSYLVANIA 17011

**PART I: GENERAL PROVISIONS**

1. This Agreement is between the U.S. Department of Labor, Office of Federal Contract Compliance Programs ("OFCCP"), and Gannett Fleming, Inc., 207 Senate Avenue, Camp Hill, Pennsylvania 17011 (hereinafter "Gannett Fleming").
2. The violations identified in this Agreement were found during a compliance evaluation of Gannett Fleming which began on June 7, 2018, and they were specified in a Notice of Violation that was issued on July 10, 2019. OFCCP alleges that Gannett Fleming 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 Gannett Fleming of any violation of Executive Order 11246, as amended, and the implementing regulations.
4. The provisions of this Agreement will become part of Gannett Fleming's Affirmative Action Program (AAP). Subject to the performance by Gannett Fleming of all promises and representations contained herein and in its AAP, all named violations in regard to the compliance of Gannett Fleming with all OFCCP programs will be deemed resolved. However, Gannett Fleming 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. Gannett Fleming 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 Gannett Fleming's compliance. Gannett Fleming shall permit access to its premises during normal business hours for these purposes.
6. Nothing herein is intended to relieve Gannett Fleming from the obligation to comply with the requirements of 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), their implementing regulations, or any other equal employment statute or executive order or its implementing regulations.

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

## **PART II: SPECIFIC PROVISIONS**

1. ALLEGED VIOLATION: As of January 1, 2018, Gannett Fleming failed to include all employees in the correct Affirmative Action Program (AAP), as required by 41 C.F.R. § 60-2.1(d) and (e). Specifically, Gannett Fleming failed to include employees in the AAP: (1) of their manager for those that work at establishments other than that of the manager to whom they report; (2) of the establishment where the selection decision is made for employees for whom the selection decisions are made at a higher level establishment within the organization; and (3) for employees who work at an establishment where fewer than 50 employees are employed, in an AAP which covers just that establishment, or in the AAP which covers the location of the personnel function which supports the establishment, or in the AAP which covers the location of the official to whom they report.



REMEDY: Gannett Fleming will include all of its employees in the correct AAP, including the headquarters AAP and each of the lower level establishment AAPs, so that they comply with the requirements set forth in 41 C.F.R. § 60-2.1(d). Additionally, for employees that are included in an AAP for an establishment other than the one in which the employees are physically located, Gannett Fleming will annotate the organizational profile and job group analysis of each AAP to identify the actual location of such employees. Furthermore, if the establishment at which the employees actually are physically located maintains an AAP, Gannett Fleming will annotate the organizational profile and the job group analysis to identify the AAP in which the employees are included, as required by 41 C.F.R. § 60-2.1(e).

2. ALLEGED VIOLATION: As of January 1, 2018, in its AAPs, Gannett Fleming failed to create job groups comprised of jobs with similar content, wage rates, and opportunities, as required by 41 C.F.R. § 60-2.12. Moreover, Gannett Fleming placed some jobs into the wrong EEO-1 categories.

REMEDY: Gannett Fleming must correct the job group analyses in all of its AAPs so that they are fully compliant with 41 C.F.R. § 60-2.12. The job group analyses must include a list of the job titles that comprise each job group, and they must combine jobs with similar content, wage rates, and opportunities. Additionally, Gannett Fleming must place jobs into job groups within the proper EEO-1 categories.

### **PART III: REPORTING REQUIREMENTS**

1. Gannett Fleming agrees to retain records pertinent to the alleged violations cited in Part II above, and to the report submitted in compliance with Part III, Paragraph 2 below. These records shall include data and information underlying the required reports. The records will be retained until the expiration of this Agreement or consistent with regulatory requirements, whichever is later.
2. In order for OFCCP to monitor Gannett Fleming's progress towards fulfilling the provisions of this Agreement, Gannett Fleming agrees to furnish OFCCP with one report. This report shall be due no later than March 31, 2020, and shall cover Gannett Fleming's Executive Order AAPs that become effective on January 1, 2020 for Calendar Year 2020.

Gannett Fleming will send the progress report to the attention of:

Mr. Tom G. Wells  
District Director  
U.S. Department of Labor/OFCCP  
Baltimore District Office  
2 Hopkins Plaza, Suite 600  
Baltimore, MD 21201

The report shall include:

- a) The Job Group Analyses from Gannett Fleming's Headquarters AAP and each of the lower level AAPs for AAP year January 1, 2020 through December 31, 2020;
  - b) The Workforce Analyses from Gannett Fleming's Headquarters AAP and each of the lower level AAPs for AAP year January 1, 2020 through December 31, 2020.
3. This Conciliation Agreement shall remain in effect until the review and acceptance by OFCCP of Gannett Fleming's progress report.

**TERMINATION DATE:** This Conciliation Agreement shall remain in full force and effect until sixty (60) days following Gannett Fleming's submission of the progress report, or until such time as OFCCP has deemed that Gannett Fleming has met all conditions of this Agreement, whichever is earlier.

**INTEGRATION CLAUSE:** This Conciliation Agreement represents the full Agreement between Gannett Fleming and OFCCP and this Agreement supersedes any other agreements, oral or written. In signing this Agreement, neither Gannett Fleming nor the 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**

This Conciliation Agreement is hereby executed by and between the U.S. Department of Labor/  
Office of Federal Contract Compliance Programs and Gannett Fleming, Inc., 207 Senate Avenue,  
Camp Hill, Pennsylvania 17011.

July 24, 2019  
DATE

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

RODERICK A. SAVIDGE  
Vice President, Director of Human Resources  
Gannett Fleming, Inc.

July 25, 2019  
DATE

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

TOM G. WELLS  
District Director  
OFCCP Baltimore District Office

July 25, 2019  
DATE

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

*for* TANYA R. BENNETT  
Assistant District Director  
OFCCP Baltimore District Office

July 25, 2019  
DATE

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

*for* **(b) (7)(E), (b) (7)(C)**  
Compliance Officer  
OFCCP Baltimore District Office