

Conciliation Agreement
Between
the
United States Department of Labor
Office of Federal Contract Compliance Programs
And
Mitel (Delaware), Inc.
6 Concourse Parkway Suite 300
Atlanta, Georgia 30328-5351

PART I: General Provisions

1. This Agreement is between the U.S. Department of Labor, Office of Federal Contract Compliance Programs ("OFCCP") and Mitel (Delaware), Inc., (Mitel), 6 Concourse Parkway Suite 300, Atlanta, Georgia 30328.
2. The violations identified in this Agreement were found during a compliance evaluation of Mitel (Delaware), Inc., (Mitel) which began on June 13, 2019 and was specified in a Notice of Violation that was issued on September 16, 2019. OFCCP alleges that Mitel has violated 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 at 41 CFR Chapter 60 due to the specific violations cited in Part II below.
3. This Agreement does not constitute an admission by Mitel of any violation of Section 503 of the Rehabilitation Act of 1973, as amended; the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended and their implementing regulations.
4. The provisions of this Agreement will become part of Mitel's Affirmative action Program (AAP). Subject to the performance by Mitel of all promises and representations contained herein and in its AAP, the named violation in regard to the compliance of Mitel with all OFCCP programs will be deemed resolved. However, Mitel 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. Mitel 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 Mitel compliance. Mitel shall permit access to its premises during normal business hours for these purposes.
6. Nothing herein is intended to relieve Mitel from the obligation to comply with the requirements of Executive Order 11246, as amended; Section 503 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 793); and/or the Vietnam Era Veterans' Readjustment

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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. Mitel 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 (29 U.S.C. 793); 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 the signature by the District Director.
9. If at any time in the future, OFCCP believes that Mitel has violated any portion of this Agreement during the term of this Agreement, Mitel 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 Mitel 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 Mitel 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 Mitel to sanctions set forth in 41 CFR 60-300.66, 41 CFR 60-741.66 and/or other appropriate relief.

PART II: Specific Provisions

1. **VIOLATION:** During the period June 1, 2017 through November 30, 2018, Mitel failed to immediately list all employment openings with either the state workforce agency job bank or a local employment service delivery system serving the location where the openings occurred in violation of 41 CFR 60-300.5(a) 2-6.

REMEDY: Mitel will list all employment openings as they occur with an appropriate employment service delivery system (ESDS) (either the state workforce agency job bank or a local ESDS) where the openings occur, in a manner and format that will allow the ESDS to provide priority referrals of protected veterans to Mitel, as required by 41 CFR 60-300.5(a) 2-6. With its initial listing, and as subsequently needed to update the information, Mitel will also advise the employment service delivery system that it is a federal contractor that desires priority referrals of protected veterans for job openings at all locations within the state, and provide the employment service delivery system with the name and address of each of its hiring locations within the state and the contact information for the contractor official responsible for hiring at each location, in accordance with 41 CFR 60-300.5(a)4. Should any of the

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information in the disclosures change since it was last reported to the ESDS, Mitel shall provide updated information simultaneously with its next job listing.

2. **VIOLATION:** During the period June 1, 2017 through July 30, 2018, Mitel failed to undertake appropriate outreach and positive recruitment activities that were reasonably designed to effectively recruit qualified protected veterans, document these activities, assess their effectiveness, and document its review, in violation of 41 CFR 60–300.44(f). Specifically, had not engaged in outreach or positive recruitment activities to recruit qualified protected veterans.

REMEDY: Mitel will undertake appropriate external outreach and positive recruitment activities that are reasonably designed to effectively recruit qualified protected veterans, such as those described at 41 CFR 60–300.44(f)(2). Mitel 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). Mitel will document all activities it undertakes to comply with this section, in accordance with 41 CFR 60–300.44(f)(4).

3. **VIOLATION:** During the period of July 1, 2017 through November 30, 2018, Mitel failed to undertake appropriate outreach and positive recruitment activities that were reasonably designed to effectively recruit qualified individuals with disabilities, document these activities, assess their effectiveness, and document its review, in violation of 41 CFR 60–741.44(f). Specifically, Mitel had not engaged in outreach or positive recruitment activities to recruit qualified individuals with disabilities.

REMEDY: Mitel 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). Mitel 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). Mitel will document all activities it undertakes to comply with this section, in accordance with 41 CFR 60–741.44(f)(4).

Part III: Reporting

1. Mitel 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, whichever is later.
2. Mitel will submit **two reports**, as stated below to the following:

United States Department of Labor
Office of Federal Contract Compliance Programs
Charles E. Robinson, Assistant District Director – Atlanta
Sam Nunn Federal Building
61 Forsyth Street, SW, Suite 17T50,
Atlanta, Georgia 30303

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The first report shall be due by April 1, 2020 and shall cover the period September 20, 2019 through March 20, 2020. **The second report** shall be due by October 1, 2020 and cover the period March 21, 2020 through September 20, 2020. The reports shall contain documentation showing the following for both reports:

Documentation that Mitel listed all employment openings during the reporting period, as defined by 41 CFR 60-300.5(a) 2-6, with either the state workforce agency job bank or a local employment service delivery system serving the location where the openings occurred. Documentation will include (a) a list of all job openings during the reporting period; (b) documentation of the job listings submitted to the job bank or appropriate employment service delivery system where the opening occur; (c) documentation that Mitel provided information about the job vacancy in a manner and format permitted by the employment service delivery system (d) with its initial listing, advise the employment service delivery system that it is a federal contractor that desires priority referrals of protected veterans for job opening at all locations within the state, and (e) with its initial listing, provide the employment service delivery system with the name and address of each hiring location within the state and the and the contact information for the contractor official responsible for hiring at each location.

Documentation that Mitel had taken appropriate external outreach and positive recruitment activities that are reasonably designed to effectively recruit qualified protected veterans, has annually review its outreach and recruitment activities, assessed their effectiveness, and documented this review in accordance with 41 CFR 60-300.44(f)(4).

Documentation that Mitel had taken appropriate external outreach and positive recruitment activities that are reasonably designed to effectively recruit qualified individuals with disabilities, has annually review its outreach and recruitment activities, assessed their effectiveness, and documented this review in accordance with 41 CFR 60-741.44(f)(4).

TERMINATION DATE: This Agreement will expire 90 days after OFCCP receives the reports required in Part III above or on the date that the District Director gives notice to Mitel that Mitel has satisfied its reporting requirements, whichever occurs earlier, unless OFCCP notifies Mitel in writing prior to the end of the 90-day period that Mitel has not satisfied its reporting requirements pursuant to this Agreement.

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

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PART IV: Signatures

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

Ex (6), Ex (7)(C)

Richard D. McBee
President and CEO
Mitel (Delaware), Inc.
5360 Legacy Drive, Suite 300
Plano, TX 75024-3130

DATE: 9-30-19

Ex (6), Ex (7)(C)

Ex (7)(C), Ex (7)(E)

Compliance Officer – Atlanta
Office of Federal Contract Compliance
Programs

DATE: 10-1-19

Ex (6), Ex (7)(C)

Charles E. Robinson
Assistant District Director – Atlanta
Office of Federal Contract Compliance
Programs

DATE: 10-7-2019

Ex (6), Ex (7)(C)

Sybil Shy-Demmons
District Director – Atlanta
Office of Federal Contract Compliance
Programs

DATE: 10/7/2019