

CONCILIATION AGREEMENT  
BETWEEN THE  
U.S. DEPARTMENT OF LABOR OFFICE OF FEDERAL CONTRACT COMPLIANCE  
PROGRAMS  
AND  
RAYTHEON COMPANY  
350 LOWELL STREET  
ANDOVER, MA 01810  
OFCCP CASE NO. R00204432

**I. Preliminary Statement**

The Office of Federal Contract Compliance Programs (“OFCCP”) evaluated Raytheon Company’s (“Raytheon”) establishment located at 350 Lowell Street, Andover MA 01810, beginning on June 19, 2017. OFCCP found that Raytheon failed to comply with Executive Order 11246, as amended (E.O. 11246 or the Executive Order), its respective implementing regulations at 41 C.F.R. Sections 60-1 through 60-3.

In the interest of resolving the violations without engaging in further legal proceedings and in exchange for sufficient and valuable consideration described in this document, OFCCP and Raytheon 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 Raytheon’s fulfillment of all its obligations in this Agreement, OFCCP agrees not to issue a Notice of Violations in the compliance evaluation of the 350 Lowell Street, Andover MA location and agrees not to institute administrative or judicial enforcement proceedings under E.O. 11246, Section 503, and/or VEVRAA. However, OFCCP retains the right to initiate legal proceedings to enforce this Agreement if Raytheon violates any provision of this Agreement, as set forth in Paragraph 11, below. Nothing in this Agreement precludes OFCCP from initiating enforcement proceedings based on future compliance evaluations or complaint investigations.
2. OFCCP may review Raytheon’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. Raytheon 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 it requests, including those specified in this Agreement.
3. Nothing in this Agreement relieves Raytheon 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. Raytheon and OFCCP agree that any release of claims required by this Agreement will only pertain to claims under E.O. 11246, Section 503, and/or VEVRAA.
5. Raytheon 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.
6. The parties understand the terms of this Agreement and enter into it voluntarily.
7. 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.
8. This Agreement becomes effective on the day it is signed by the Regional Director (Effective Date).
9. If one or more provisions of this Agreement is deemed unlawful or unenforceable, the remaining provisions will remain in full force and effect.
10. This Agreement will expire sixty (60) days after Raytheon submits its final progress report required in Section IV, below, unless OFCCP notifies Raytheon in writing before the expiration date that Raytheon 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 Raytheon has met all of its obligations under the Agreement.
11. If Raytheon violates this Agreement:
  - a. The procedures at 41 C.F.R. 60-1.34 will govern:
    - i. OFCCP will send Raytheon a written notice stating the alleged violations and summarizing any supporting evidence.
    - ii. The Raytheon 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 Raytheon is unable to demonstrate that it has not violated the Agreement, or if OFCCP's 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 Raytheon, 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 agreed to in the Agreement.
  - b. Raytheon may be subject to the sanctions set forth in Section 209 of the Executive Order and/or other appropriate relief for violating this Agreement.

12. This Agreement does not constitute an admission by Raytheon of any violation of the Executive Order, Section 503 or VEVRAA, nor has there been an adjudication on the merits regarding any such violation.
13. OFCCP may seek enforcement of this Agreement itself and is not required to present proof of any underlying violations resolved by this Agreement.
14. 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.
15. Each party shall bear its own fees and expenses with respect to this matter.
16. 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.
17. 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:** OFCCP alleges that during the period of November 23, 2015 through November 29, 2016, Raytheon failed to access its personnel process, the effectiveness of its outreach and recruitment efforts, the results of its affirmative action program audit, and any other areas that might affect the success of the affirmative Action program pursuant 41 CFR § 60-741.45(a)-(e). Additionally, Raytheon failed to execute action-oriented programs to correct those identified impediments, as required by 41 CFR § 60-741.45(f). OFCCP acknowledges this violation was remedied following the review period.

**REMEDY:** Raytheon must perform in-depth analyses of its total employment process to determine whether and where impediments to equal employment opportunity exist. Raytheon must incorporate these analyses and determinations into the Identification of Problem Areas section of its now-current Affirmative Action Programs (AAPs). Additionally, Raytheon must update these analyses annually and incorporate them into future AAPs. Further, Raytheon agrees to develop and execute a hiring program for qualified individuals with disabilities, veterans, and military spouses.

#### **Hiring Program**

- A. **Review and Revisions Required.** Raytheon will implement a hiring program wherein it will hire a minimum of four (4) qualified veterans, veterans with disabilities, or military spouses. Further, Raytheon will invest a minimum of \$20,000.00 into this

program to recruit and train qualified candidates and connect with future qualified veterans, individuals with disabilities or military spouses.

- B. **Implementation.** Within six (6) months of the Effective Date of this Agreement, Raytheon will implement the hiring program discussed above to ensure an inclusive workplace with its outreach and recruitment services.
  - C. **Monitoring.** Raytheon agrees to monitor selection rates for this hiring program. Raytheon agrees to maintain and make available to OFCCP records concerning the impact of the selection process. This includes the number of persons hired by gender, race, ethnicity, disability and veteran status and the number of applicants by gender, race, ethnicity, disability and veteran status at each step in the selection process. Raytheon will maintain this information until the expiration of this Agreement or as long as required by the regulations, whichever is later.
2. **VIOLATION:** OFCCP alleges that during the period of November 23, 2015 through November 29, 2016, Raytheon failed to implement an audit and reporting system that periodically measures the effectiveness of its total affirmative action program as required by 41 CFR § 60-2.17(d)(1)-(4). Specifically, Raytheon did not monitor records of all personnel activity; did not require internal reporting on a scheduled basis; did not review and report results with all levels of management; did not advise top management of program effectiveness; and did not submit recommendations to improve unsatisfactory performance. OFCCP acknowledges this violation was remedied following the review period.

**REMEDY:** Raytheon must develop and implement an auditing system that periodically measures the effectiveness of its total affirmative action program in accordance with 41 C.F.R. § 60-2.17(d)(1)-(4).

The internal audit and reporting system must include the following:

- a. Monitoring records of all personnel activity including referrals, applications, placements, transfers, promotions, terminations, and compensation, at all levels to ensure that its nondiscriminatory 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.

#### **IV. OFCCP Monitoring Period**

1. **Recordkeeping.** Raytheon 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. Raytheon will retain the records until this Agreement expires or for the time period consistent with regulatory requirements, whichever is later.
  
2. **Contractor Reports.**
  - a. **Schedule and Instructions.** Raytheon agrees to furnish OFCCP with the following reports during the Monitoring Period according to the following schedule:
    - 1) Within **one hundred and eighty (180) calendar days** of the Effective Date of this Agreement, Raytheon will submit documentation that the hiring program described in Part III, Section 1 has been implemented. The documentation will include the design and development of the program as well as materials related to training, policies and procedures.
    - 2) Raytheon will submit two progress reports. The first progress report must cover the twelve-month period beginning with the Effective Date and will be submitted within 30 calendar days after the close of that twelve-month period. The second report will cover the successive twelve-month period and will be submitted within 30 calendar days after the close of that twelve-month period. Reporting requirements shall cease following two (2) years of monitoring. Raytheon will submit the following in each progress report:
      - a) For each position where veteran and/or military spouse hires are made that is part of the hiring program described in Part III, Section I, the total number of applicants, hires, and the breakdown by gender, race, disability, and veteran status and/or military spouse. For each hire, salary will also be provided as demonstrated in the example provided in Attachments A and B; and
      - b) Any additional costs associated with the implementation and maintenance of the hiring program described in Part III, Section I.

Raytheon will submit reports to:

Rhonda Aubin-Smith  
District Director  
OFCCP Boston District Office  
JFK Federal Building  
15 New Sudbury Street, Room E-235  
Boston, MA 02203

Raytheon 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 Raytheon provides in accordance with this Agreement are customarily kept private or closely held, and Raytheon believes should remain confidential under Exemption 4 of the Freedom of Information Act (FOIA) in the event of a FOIA request, Raytheon will provide such reports to OFCCP marked as "Confidential." In the event of a FOIA request, OFCCP will treat any such documents received as confidential documents.

- b. **Affirmative Action Programs.** Contractor will submit its current year AAP narratives for E.O. 11246, Section 503 and VEVRAA with the first and second progress reports.
- c. **Reports on Modifications to Personnel Practices.** In each progress report, Raytheon will report on subsequent modifications of personnel practices made to date pursuant to the Agreement, if any, and provide documentation of its compliance with the remedy provisions of this Agreement. If any of the relevant documents such as job postings or policies have not been modified since being provided during a prior reporting period, a statement to that effect is sufficient.

**V. 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 Raytheon's final progress report as set forth in Part II, Paragraph 10 above. If OFCCP fails to notify Raytheon in writing within sixty (60) days of the date of the final progress report that Raytheon 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 Raytheon within the allotted time that it has not fulfilled all of its obligations, this Agreement is automatically extended until the date that OFCCP determines Raytheon has met all of its obligations under the Agreement.

## V. Signatures

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

This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and Raytheon Company, 350 Lowell Street, Andover MA 01810.

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

Steve Ratner  
Vice President, Human Resources  
Raytheon Company

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

Rhonda Aubin-Smith  
District Director  
Boston District Office

DATE: 3/27/2020

DATE: 03/30/2020

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

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Adriana Lopez  
Assistant District Director  
Boston District Office

DATE: 03/27/2020.....

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

(b) (6), (b) (7)(E)  
Northeast Regional Liaison  
Boston District Office

DATE.....03/27/2020.....