



CONCILIATION AGREEMENT
between
THE U.S. DEPARTMENT OF LABOR
OFFICE OF FEDERAL CONTRACT COMPLIANCE PROGRAMS
and
CANBERRA MERIDEN
800 RESEARCH PARKWAY
MERIDEN, CT

PART I: General Provisions

1. This Agreement is between the Office of Federal Contract Compliance Programs (hereinafter OFCCP) and Canberra Meriden, 800 Research Parkway, Meriden, CT.
2. The violations identified in this Agreement were found during a compliance review of Canberra Meriden which began on April 29, 2019 and they were specified in a Notice of Violations issued October 30, 2019. OFCCP alleges that Canberra Meriden has violated Executive Order 11246, as amended; Section 503 of the Rehabilitation Act of 1973, as amended; and implementing regulations at 41 CFR Chapter 60 due to the specific violations cited in Part II below.
3. The provisions of this Agreement will become part of Canberra Meriden's AAP. Subject to the performance by Canberra Meriden of all promises and representations contained herein and in its AAP, all named violations in regard to the compliance of Canberra Meriden with all OFCCP programs will be deemed resolved. However, Canberra Meriden is advised that the commitments contained in this Agreement do not preclude future determinations of non-compliance based on a finding that the commitments are not sufficient to achieve compliance.
4. Canberra Meriden agrees that OFCCP may review compliance with this Agreement. As part of such 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 Canberra Meriden's compliance. Canberra Meriden shall permit access to its premises during normal business hours for these purposes.
5. Nothing herein is intended to relieve Canberra Meriden from its obligation to comply with the requirements 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 implementing regulations, or any other equal employment statute or executive order or its implementing regulations.

6. Canberra Meriden 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 signature by the District Director for OFCCP, unless the Regional Director or Deputy Assistant Secretary, OFCCP, indicates otherwise within 45 days of the District Director's signature of this Agreement.
8. If at any time in the future, OFCCP believes that Canberra Meriden has violated any portion of this Agreement during the term of this Agreement, Canberra Meriden 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 Canberra Meriden with 15 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 Canberra Meriden 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.

9. Liability for violation of this Agreement may subject Canberra Meriden to sanctions set forth in Section 209 of the Executive Order and 41 CFR 60-300.66 and/or other appropriate relief.

PART II: Specific Provisions

1. **VIOLATION:** Canberra Meriden failed to submit an acceptable organizational profile as described in 41 CFR 60-2.11. Specifically, the organizational profile failed to include the wage rate or salary range for each job title.

REMEDY: Canberra Meriden will develop and include in the AAP an organizational profile that depicts the staffing patterns within its establishment, as required by 41 CFR 60-2.10(b)(1)(i) and 60-2.11. Specifically, Canberra Meriden must include the wage rate or salary range for each job title.

2. **VIOLATION:** During the period January 1, 2018 through December 31, 2018, Canberra Meriden failed to perform in-depth analyses of its total employment process to determine whether and where impediments to equal employment opportunity exists, as required by 41 CFR 60-2.17(b). Specifically, Canberra Meriden failed to analyze and evaluate its applicant flow, hiring activity and compensation to determine whether there were disparities based on gender, race or ethnicity.

REMEDY: Canberra Meriden will perform in-depth analyses of its total employment process to determine whether and where impediments to equal employment opportunity exists, as required by 41 CFR 60-2.17(b). Specifically, Canberra Meriden must analyze and evaluate its applicant flow, hiring activity and compensation to determine whether there were disparities based on gender, race or ethnicity.

3. VIOLATION: During the period January 1, 2018 through December 31, 2018, Canberra Meriden failed to develop and execute action-oriented programs designed to correct any problem areas identified pursuant to 41 CFR 60-2.17(b) and to attain established goals and objectives, as required by 41 CFR 60-2.17(c). Specifically, Canberra Meriden failed to analyze and evaluate its applicant flow and hiring activity to determine whether there were disparities based on gender, race or ethnicity.

REMEDY: Canberra Meriden will develop and execute action-oriented programs designed to correct any problem areas identified pursuant to 41 CFR 60-2.17(b) and to attain established goals and objectives, as required by 41 CFR 60-2.17(c). Specifically, Canberra Meriden must analyze and evaluate its applicant flow and hiring activity to determine whether there were disparities based on gender, race or ethnicity.

4. VIOLATION: During the period January 1, 2018 through December 31, 2018, Canberra Meriden failed to develop and implement an internal audit and reporting system that periodically measures the effectiveness of its total affirmative action program, as required by 41 CFR 60-2.17(d). Specifically, Canberra Meriden failed to analyze and evaluate its applicant flow and hiring activity to determine whether there were disparities based on gender, race or ethnicity.

REMEDY: Canberra Meriden will develop and implement an internal audit and reporting system that periodically measures the effectiveness of its total affirmative action program, as required by 41 CFR 60-2.17(d). Specifically, Canberra Meriden must analyze and evaluate its applicant flow and hiring activity to determine whether there were disparities based on gender, race or ethnicity.

5. VIOLATION: During the period January 1, 2018 through December 31, 2018, Canberra Meriden failed to keep and preserve complete and accurate personnel and employment records, in violation of 41 CFR 60-1.12(a) and (e); maintain and/or have available records showing the gender, race, and ethnicity of each employee; and where possible, the gender, race, and ethnicity of each applicant or Internet Applicant as required by 41 CFR 60-1.12(c). Specifically, Canberra Meriden failed to collect applicant's gender, race, and ethnicity.

REMEDY: Canberra Meriden will keep and preserve complete and accurate personnel and employment records, in accordance with 41 CFR 60-1.12(a) and (e), and will keep and preserve those records for a period of not less than two years from the date of the making of the record or the personnel action, whichever occurs later. However, if Canberra Meriden has a total workforce of 150 or fewer employees or does not have a government contract of at least \$150,000, the minimum record retention period shall be one year from the making of the record or the personnel action, whichever occurs later, as permitted by 41 CFR 60-

1.12(a); maintain and/or have available records showing the gender, race, and ethnicity of each employee; and where possible, the gender, race, and ethnicity of each applicant or Internet Applicant as defined in 41 CFR 60-1.3, as required by 41 CFR 60-1.12(c).

6. VIOLATION: During the period January 1, 2018 through December 31, 2018, Canberra Meriden 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, Canberra Meriden did not submit the names of outreach partners nor did they provide documentation/ correspondence between themselves and any outreach partners.

REMEDY: Canberra Meriden will undertake appropriate outreach and positive recruitment activities that are reasonably designed to effectively recruit qualified individuals with disabilities, document these activities, assess their effectiveness, and document its review, as required by 41 CFR 60-741.44(f).

7. VIOLATION: Canberra Meriden's Section 503 AAP failed to include all the required contents, as required by 41 CFR 60-741.44. Specifically, Canberra Meriden's AAP failed to include the external EEO policy dissemination, outreach, and positive recruitment element described in 41 CFR 60-741.44(f).

REMEDY: Canberra Meriden will include the internal EEO policy dissemination, outreach, and positive recruitment element described in 41 CFR 60-741.44(f) in its Section 503 AAP, as required by 41 CFR 60-741.44.

Future Conduct: Canberra Meriden will not repeat the above violation(s).

PART III: Reporting Requirements

1. Canberra Meriden 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. Canberra Meriden agrees to furnish the OFCCP, Hartford District Office, William R. Cotter Federal Building, 135 High Street, Room 219, Hartford, CT 06103 with the following reports:
 - a. The first report will cover the period **January 1, 2020 through December 31, 2020** and shall be due in the Hartford District Office on **February 1, 2021**.
 - b. The second report will cover the period **January 1, 2021 through December 31, 2021** and will be due in the Hartford District Office no later than **February 1, 2022**.

Both reports will include:

- a. The current Work Force Analysis with wage rate or salary range for each Job Title.
- b. A list of all openings by job group and job title, that occurred during the reporting period;
- c. An in-depth analysis of Canberra Meriden's total employment process to determine whether and where impediments to equal employment opportunity exist. The analysis should include:
 - Data on employment activity (applicants, hires, promotions –from, to and within – and terminations) that occurred during the reporting period. For each job group, provide the total number of minority and female applicants, hires, promotions and terminations;
 - The analysis of Canberra Meriden's selection process, including where the process eliminates a significantly higher percentage of minorities or women than non-minorities or men;
 - The analysis of Canberra Meriden's promotion practices to determine if upward mobility of minority or female employees is occurring at a lesser rate (compared to workforce mix) than non-minority or males employees;
 - An evaluation of the degree to which nondiscrimination policy is carried out with respect to employee terminations; and
- d. Results of Canberra Meriden's action-oriented programs.
- e. Results of Canberra Meriden's internal auditing and reporting system.
- f. Documentation demonstrating that Canberra Meriden's has implemented appropriate outreach and positive recruitment of individuals with disabilities, which may include such items as job fair participation, university recruitment, online job postings, networking events, brown bag lunch information sessions, employer staff briefing events, hosting hiring events, and other contractor efforts, events and participations.
- g. Provide the following documents:
 - A list of all of Canberra Meriden's outreach and positive recruitment activities for protected individuals with disabilities.
 - An assessment of Canberra Meriden's effectiveness of each outreach and positive recruitment activities for individuals with disabilities. A copy of

Canberra Meriden's annual assessment of the overall effectiveness of the totality of its outreach efforts.

- A list of all applicants, by disability status, if known, including, total hires, final disposition of each applicant, and an explanation of why the referred individual was not hired.
 - Copies of letters, memos, records of telephone calls, and other documents generated in the normal course of business between Canberra Meriden and the recruitment sources.
- h. Documentation showing external EEO policy dissemination, outreach, and positive recruitment for each source utilized.

Termination Date: This Conciliation Agreement shall remain in effect until sixty (60) days after the submission of Canberra Meriden's final report to OFCCP, unless OFCCP provides notice to Canberra Meriden that the review period must be extended because of deficiencies in the report.

Integration Clause: This Agreement represents the full Agreement between Canberra Meriden and OFCCP and this Agreement supersedes any other agreements, oral or written. In signing this Agreement, neither Canberra Meriden 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.

PART IV: Signatures

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

This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and Canberra Meriden located in Meriden, CT.

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

James Cocks
President
Canberra Meriden
Meriden, CT 06450-7127

DATE: 16 Jan 20

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

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

DATE: 1/16/20

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

Tracey Mills
Assistant District Director
Hartford District Office
Northeast Region

DATE: 1/16/2020

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

Mary Ellen Bentivogli
District Director
Hartford District Office
Northeast Region

DATE: 1/16/2020
