

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

ORACLE AMERICA, INC.,

Plaintiff,

vs.

Case No. 1:19-cv-3574 (APM)

U.S. DEPARTMENT OF LABOR, *et al.*

Defendants,

and

COMMUNICATIONS WORKERS OF
AMERICA, *et al.*

*Proposed Intervenor-
Defendants,*

DECLARATION OF LETHA PERRY

I, Letha Perry, declare as follows:

1. My name is Letha Perry. I am the Administrative Director of District 2-13, which is a geographic unit within the Communications Workers of America (“CWA”). I have served in that position for three years. I have been a CWA member for 31 years. In that position, I oversee Staff Representatives, who have the responsibility of supporting CWA local unions, and Secretarial Staff; chair or assist in contract negotiations; ensure the principles of CWA are carried out, including membership representation, legislative/political action, and organizing; and oversee general operations of the District office in West Virginia.

2. I submit this declaration in support of CWA’s Motion to Intervene in *Oracle America, Inc. v. U.S. Dep’t of Labor*, No. 19-3574 (D.D.C. filed Nov. 27, 2019). In that lawsuit, Oracle seeks to strip the Office of Federal Contract Compliance Programs (“OFCCP”) of its

longstanding authority to pursue enforcement actions against companies, such as Oracle, that violate the nondiscrimination provisions of Executive Order 11,246.

3. District 2-13 covers the region of Delaware, Maryland, Pennsylvania, Virginia, West Virginia, and Washington D.C. District 2-13 fully embraces CWA's mission to root out discrimination in the workplace and to represent a membership that fully reflects the gender and racial diversity of the population of the United States.

4. In 2019, OFCCP entered into a conciliation agreement with a facility of Frontier Communications Corporation located in Charleston, West Virginia. A true and correct copy of that agreement is attached as Exhibit 1 (the "Agreement").

5. The subject of the Agreement was OFCCP's determination that Frontier had discriminated against female applicants for an administrative position called a "Consultant C position" in its Charleston, WV facility. Ex. 1 at 4.

6. In exchange for OFCCP agreeing not to bring a formal enforcement proceeding, Frontier agreed to take a number of remedial actions, including: (1) offering positions to eligible class members not currently employed by Frontier Communications, (2) evaluating its hiring policies and procedures for all Administrative Support Workers EEO-1 Category positions, including the Consultant C positions, (3) proactively taking steps to eliminate discrimination in its hiring practices for Administrative Support Workers EEO-1 Category positions, and (4) submitting periodic reports to OFCCP on the company's progress in meeting its obligations under the Agreement.

7. Based on my understanding of the Equal Employment Opportunity Commission's ("EEOC") definition of Administrative Support Workers EEO-1 Category positions, I believe the following Frontier positions would fall into that category: Assignment Administrator,

Communications Representative, Consultant (sales or collections), Consultant C, Facilities Administrator, Clerk (all), Maintenance Administrator, Operator, Service Assistant, Service Order Administrator, and Service Representative.

8. District 2-13 represents 505 employees as CWA members at the Charleston, WV Frontier facility, including members who currently work in Administrative Support Workers EEO-1 Category positions.

9. I, and my colleagues, were unsurprised to learn of OFCCP's determination that Frontier engaged in discriminatory practices at the Charleston, WV facility. We have always found the hiring and staff practices at this Frontier facility to be opaque and arbitrary. Indeed, I have in jest referred to Frontier's hiring practices as the "fruit basket plan." In other words, when you are applying for a position, you find out who the interviewer is and send him a fruit basket, and that will help determine whether you get hired.

10. Because of this, District 2-13 and CWA Local 2001—the local union corresponding to Charleston, WV Frontier facility—have tried on numerous occasions to find out more details about Frontier's hiring and staffing procedures at this facility. For example, in connection with a grievance, District 2-13 requested the "formalized process for employees to apply for and be considered for promotions, laterals, and/or downgrades." Frontier responded by claiming that they had verbally communicated the process to a union representative—but could not remember when that conversation occurred. We then requested the process be provided to us in writing. Frontier advised those procedures do not exist in writing. We have also made efforts to bargain for more transparent and fair hiring procedures, including by proposing that seniority be the controlling factor when a candidate is otherwise qualified, able, and suited to fill the vacancy—also to no avail.

11. The Agreement between OFCCP and Frontier sheds much-needed light on Frontier's hiring practices at this facility. We plan to use the information provided in the Agreement in our efforts going forward, including by:

- a. Encouraging members to reach out to union representatives when they experience workplace discrimination;
- b. Using the Agreement as evidence of the company's record of discrimination in representing members' interests when they raise claims of workplace discrimination; and
- c. Using the Agreement as a negotiating tool in our efforts to bargain for more transparent hiring practices.

12. If OFCCP had not had the authority to enter into this and similar agreements—which I understand to be premised on OFCCP's enforcement authority under Executive Order 11,246—District 2-13 and CWA Local 2001 would be unable to use the information provided as a result of this Agreement in its ongoing efforts to represent members and root out discrimination in the workplace. We therefore have an interest in OFCCP maintaining its authority to enter into similar agreements in the future, so that we can more effectively track the practices of our employers.

13. Additionally, if Oracle is successful in its lawsuit—and OFCCP is stripped of its enforcement authority under Executive Order 11,246—OFCCP would likely lack the authority to enforce the Agreement with Frontier and monitor Frontier's compliance with the various remediation steps described above. Should that occur, District 2-13 and local union representatives will have to expend substantial additional time and other resources to monitoring

Frontier's hiring practices at the Charleston, WV facility to ensure that Frontier is making progress towards more transparent, fair, and nondiscriminatory hiring practices.

14. Beyond its benefits to District 2-13 and CWA Local 2001, the Agreement will also benefit CWA members employed at this Frontier facility.

15. I believe that the class members to the Agreement—whose names are redacted in the Agreement itself—are not currently CWA members because they were refused employment at the Frontier facility. Nonetheless, Frontier's remedial obligations under the Agreement will likely affect CWA members in several ways.

16. First, Class members who are, pursuant to the Agreement, offered positions at the facility will be represented by CWA and will have an interest in Frontier's compliance with its remedial obligations under the Agreement.

17. Second, CWA members who apply for positions and promotions within this particular Frontier facility will be the beneficiaries of Frontier's nondiscriminatory hiring and staffing practices that the company is required to put into place by the Agreement. It is my expectation that this will be true for any CWA member that applies for *any* job at the facility. Based on my experience working for Frontier, engaging the facility on conversations about its hiring practices, and working through the collective bargaining process—it is my understanding that Frontier employs the same hiring and staffing procedures for every position at the facility, regardless of title. In addition, I fully expect that many of our members will apply for positions that (based on my understanding) are in the Administrative Support Workers EEO-1 Category—positions that are specifically covered by the Agreement—whenever such positions are posted.

18. For example, the position of Assignment Administrator is, I believe, specifically covered by the Agreement. These positions are desirable because they are often less stressful and

do not require interfacing with customers. Similarly, the position of Service Representative is, I believe, a position covered by the Agreement. These are coveted positions that are paid near the top of the pay-scale for “inside” jobs at this Frontier facility.

19. We thus anticipate that one or more of our members will apply for positions as Assignment Administrators or as Service Representatives when they are posted. Indeed, we are currently aware that at least one of our members, Erin Poe, has applied for a position as Assignment Administrator and will continue to apply to similar jobs when they are posted.

20. Thus, if OFCCP is stripped of its authority to enforce the nondiscrimination provisions of Executive Order 11,246—and thus its authority to enforce the Agreement—union members will lose the benefits of this Agreement. This includes the assurance that Frontier must maintain nondiscriminatory hiring practices with respect to its hiring for Assignment Administrator and Service Representative positions, among others, at its Charleston, WV facility, or else be subject to an OFCCP enforcement action.

* * *

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury under the laws of the United States that the foregoing declaration is true and correct to the best of my knowledge, information, and belief.

Executed on March 17, 2020,



Letha Perry

EXHIBIT 1

Early Resolution Conciliation Agreement
Between the
U.S. Department of Labor
Office of Federal Contract Compliance Programs
and
Frontier Communications Corporation
1500 Maccorkle Avenue SE
Charleston, WV 25396

PART I. PRELIMINARY STATEMENT

The Office of Federal Contract Compliance Programs ("OFCCP") is currently evaluating the following Frontier Communications Corporation ("Frontier Communications") establishment: 1500 Maccorkle Avenue SE, Charleston, WV 25396 ("Reviewed Establishment") and is alleging that Frontier Communications was not in compliance with Executive Order 11246, as amended ("E.O. 11246" or "Executive Order"), and its implementing regulations at 41 Code of Federal Regulations (CFR) Parts 60-1 to 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 Frontier Communications enter into this Conciliation Agreement ("Agreement"), and the parties agree to all the terms therein. The attachments to this Agreement are deemed incorporated into this Agreement.

PART II. GENERAL TERMS AND CONDITIONS

1. In exchange for Frontier Communications' fulfillment of all obligations in Parts III and IV of the Agreement, OFCCP agrees not to institute administrative or judicial enforcement proceedings under E.O. 11246 based on the violations described in more detail in Part III below. However, OFCCP has the right to initiate legal proceedings to enforce the Agreement itself or to correct and obtain relief for the violations described in Part III if Frontier Communications violates this Agreement. Nothing in this Agreement precludes OFCCP from initiating enforcement proceedings based on future compliance evaluations or complaint investigations, including during the 5-year exemption period if OFCCP deems that Frontier Communications is in breach of the agreement. In exchange for Frontier Communications' fulfillment of all obligations in Parts III and IV of the Agreement, OFCCP further agrees not to initiate any new audits at the locations listed in Attachment C until at least 60 days after Frontier Communications submits the final progress report described in Part V of this Agreement and the OFCCP confirms to Frontier Communications that it has fully complied with the terms of this Agreement.
2. Frontier Communications agrees that OFCCP may review its 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 Frontier Communications' compliance. Frontier Communications will permit access to its premises during normal business hours for these purposes and will provide OFCCP with all reports and documents required.

3. This Agreement does not constitute an admission by Frontier Communications of any violation of or noncompliance with any laws or of any other wrongdoing whatsoever, including but not limited to any violation of E.O. 11246; Section 503 of the Rehabilitation Act of 1973, as amended ("Section 503"); the Vietnam Era Veterans' Readjustment Assistance Act of 1974 ("VEVRAA"); and their implementing regulations at 41 CFR Chapter 60, or other laws, nor has there been an adjudicated finding that Frontier Communications violated any laws.
4. Frontier Communications understands that nothing in this Agreement relieves Frontier Communications of its obligation to fully comply with the requirements of E.O. 11246, Section 503, VEVRAA, their implementing regulations, and other applicable equal employment laws.
5. Frontier Communications promises not to harass, intimidate, threaten, discriminate against, or otherwise retaliate against any individual because the individual benefits from this Agreement, or files a complaint or participates in any investigation or proceeding under E.O. 11246, Section 503, and/or VEVRAA, or engages in any activity listed at 41 CFR § 60-1.32(a).
6. OFCCP and Frontier Communications ("the parties") understand the terms of this Agreement and enter into it voluntarily.
7. This document and its attachments contain the complete and final understanding of the parties with respect to the matters referenced therein. This Agreement contains all the terms by which the parties are bound and it supersedes all prior written or oral negotiations and agreements. There will be no modifications or amendments to this Agreement unless they are in writing and signed by all parties.
8. If one or more provisions of this Agreement are rendered unlawful or unenforceable, the remaining provisions will remain in full force and effect.
9. This Agreement becomes effective on the day it is signed by the Regional Director of the Mid-Atlantic Region (the "Effective Date").
10. This Agreement will expire sixty (60) days after Frontier Communications submits the final progress report required in Part V below, unless OFCCP notifies Frontier Communications in writing prior to the expiration date that Frontier Communications has not fulfilled all of its obligations under the Agreement, in which case the Agreement is automatically extended until the date OFCCP determines Frontier Communications has met all of its obligations under the Agreement.
11. Each party shall bear its own fees and expenses with respect to this matter.
12. If Frontier Communications violates the Conciliation Agreement,
 - A. The procedures set forth at 41 CFR § 60-1.34 will govern:

- 1) If OFCCP believes that Frontier Communications violated any term of the Agreement while it was in effect, OFCCP will send Frontier Communications a written notice stating the alleged violations and summarizing any supporting evidence.
 - 2) Frontier Communications will have 15 days from receipt of such notice to demonstrate in writing that it has not violated the Conciliation Agreement unless such a delay would result in irreparable injury to the employment rights of affected employees or applicants.
 - 3) If Frontier Communications is unable to demonstrate that it has not violated the Agreement, or if OFCCP alleges irreparable injury, enforcement proceedings may be initiated immediately without issuing a show cause notice or proceeding through any other requirement for those establishments with an open review at the time of this agreement and seek a full make-whole remedy for victims
 - 4) OFCCP may seek enforcement of this Agreement itself and is not required to present proof of any underlying violations resolved by this Agreement.
- B. Frontier Communications may be subject to the sanctions set forth in Section 209 of the Executive Order, and/or other appropriate relief for violation of this Agreement.
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, and cannot be used as evidence that the Contractor is not in violation of any applicable federal, state, or local laws, including but not limited to E.O. 11246, Section 503, VEVRAA, Title VII of the Civil Rights Act of 1964, and the Americans with Disabilities Act..
 15. 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.
 16. 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.

PART III. SPECIAL TERMS AND CONDITIONS

1. Frontier Communications agrees to review each establishment listed in Attachment D for statistically significant findings of non-neutral hiring patterns similar to those identified in Part IV of this Agreement. If similar non-neutral hiring patterns are identified, Frontier Communications agrees to investigate those hiring patterns and implement corrective actions

at those establishments listed in Attachment D, consistent with the remedy provisions of this Agreement.

2. OFCCP will not schedule any of the Frontier Communications' establishment(s) listed in the Preliminary Statement above and in Attachment D for a compliance evaluation for a five-year period from the effective date of the ERCA.
3. The five-year scheduling exemption is limited to regularly scheduled compliance evaluations, and OFCCP retains the right to investigate complaints of discrimination at establishments covered by the ERCA under E.O. 11246, Section 503, and VEVRAA.
4. If Frontier Communications violates the terms of the ERCA, OFCCP reserves the right to bring an enforcement action per the terms of 41 C.F.R. § 60-1.34, and the five-year scheduling exemption will be void.
5. If during the five-year period, OFCCP schedules a different establishment of Frontier Communications for a compliance evaluation not covered by this ERCA, OFCCP will conduct the compliance evaluation consistent with its normal policies and procedures.
6. This agreement will not relieve Frontier Communications from its annual ongoing OFCCP requirements of equal employment opportunity through affirmative action and non-discrimination across its entire workforce, including monitoring an up-to-date AAP.

PART IV. VIOLATIONS AND REMEDIES

1. **DISCRIMINATION VIOLATION:** OFCCP alleges that Frontier Communications discriminated against female applicants for Consultant C positions in Charleston WV in violation of 41 C.F.R. § 60-1.4(a)(1). Specifically, OFCCP found statistically significant differences in the hiring rates of these female applicants when compared to similarly qualified males, resulting in a shortfall of 12 female hires. After examining personnel records and conducting interviews, OFCCP alleges that this practice of disproportionately hiring males was based on gender and not based on legitimate differences in qualifications.

FINANCIAL REMEDY: Frontier Communications agrees to take the following actions:

- A. **Notice:** Pursuant to the dates agreed upon in Attachment C ("Timeline"), Frontier Communications will notify the Applicants listed in Attachment A ("Affected Applicants") of the terms of this Agreement by first-class mail, provide the Notice, Interest Form, and Release Form included in Attachment B, and include a postage-paid return envelope. Affected Applicants must return the completed Interest and Release Forms to Frontier Communications by the deadline included in the Notice documents.

Pursuant to the dates in the Timeline, Frontier Communications will notify OFCCP of all letters returned as undeliverable, and OFCCP will then attempt to obtain and provide updated addresses to Frontier Communications. Frontier Communications will use these new addresses to notify the individuals of their status as Affected Applicants, and provide them with a second mailing of the documents described above by certified mail.

- B. Eligibility: All members of the affected class (listed on Attachment A) who complete, sign, and return the Interest Form and Release Form by the deadline set forth in the Notice documents will be eligible for a payment and, if indicating an interest in employment, will be eligible to be considered for a job pursuant to this Agreement. If an individual receives but does not return the Release and Interest Forms to Frontier Communications within the prescribed deadline she will no longer be entitled any relief pursuant to this Agreement.

By the date indicated in the Timeline, Frontier Communications will provide OFCCP with a list of the Eligible Class Members (individuals who returned the Interest Form by the deadline). OFCCP will approve the final list of Eligible Class Members and/or discuss with Frontier Communications any issues necessary to finalize the list, such as inclusion or exclusion of certain individuals.

All Eligible Class Members are entitled to their share of the monetary settlement regardless of whether they are interested in employment with Frontier Communications.

- C. Monetary Settlement: Frontier Communications agrees to distribute \$100,000 (98,515.92 in back pay and \$1,484.08 in interest), less legal deductions required by law from back pay only (such as federal, state and/or local taxes and the Eligible Class Members' share of FICA taxes), in equal shares among all Eligible Class Members on the final approved list. Frontier Communications will pay the Internal Revenue Service ("IRS") the employer's share of social security withholdings and will mail each Eligible Class Member an IRS W-2 Form reporting the portion of the payment representing back pay and, if applicable, an IRS Form 1099 for the portion of the payment representing interest. These IRS forms will be provided to the Eligible Applicants either at the time of payment, electronically or with the settlement checks, or at the end of the year. No Eligible Applicant will be required to complete a W-4 or W-9 in order to receive payments under this settlement. In addition to the settlement fund and in lieu of retroactive seniority, Frontier will pay an additional \$200 to each Eligible Class Member who is hired into a Consultant C position and completes 28 days of employment. This payment will be paid at the completion of the 28th day.

By the date indicated in the Timeline, Frontier Communications will notify OFCCP of the receipt of a check to an Eligible Class Member that was returned as undeliverable. Frontier Communications will notify OFCCP of this fact via email sent to District Director Tracie Brown, at (b) (6), (b) (7)(C)@dol.gov. Pursuant to the dates specified in the Timeline, OFCCP will attempt to locate the Eligible Class Member, and if OFCCP obtains an alternate address in the designated time period, OFCCP will advise Frontier Communications of the address and Frontier Communications will re-mail the check to an alternate or corrected address. Any check that remains uncashed 120 days after the initial date the check was mailed to the Eligible Class Member will be void. With respect to any uncashed funds, Frontier Communications will make a second distribution, in equal shares, to all Eligible Class Members who cashed their first check if the distribution exceeds \$50 for each Eligible Class Members. Frontier will mail the second distribution to such eligible applicants by the date specified in the Timeline.

- D. Employment: As positions become available, Frontier Communications will consider qualified Eligible Class Members not currently employed by Frontier Communications who express interest in employment with Frontier Communications until 12 Eligible Class Members are hired as Consultant C's or the list of such Eligible Class Members expressing interest in employment is exhausted, whichever occurs first. Any employment offer made to an Eligible Class Member by Frontier Communications will be sent by certified mail, return receipt requested.

Eligible Class Members will be allowed at least two weeks to report for work after receiving a written job offer from Frontier Communications. The Eligible Class Members hired into Consultant C positions pursuant to this Agreement must be paid the current wage rate for the Consultant C position and must be provided with the same benefits and opportunity to earn overtime and shift differentials as other Consultant C employees.

- E. Recordkeeping: Pursuant to 41 C.F.R. § 60-1.12, Frontier Communications will ensure its managers properly document the results of hiring decisions made pursuant to any revised hiring policies and procedures, and properly maintain all records on the revised policies and procedures including any associated underlying data and information such as HRIS and payroll data, job applications, applicant and hire data, disposition codes, and personnel records and any other records or data used to generate the required reports.

PART V. ENHANCED COMPLIANCE AGREEMENT

1. The Agreement will be in effect for a five-year period beginning on the Effective Date of the Agreement.
2. To proactively facilitate compliance with Executive Order 11246, as amended, Frontier Communications will take the steps described below to enhance its compliance with Executive Order 11246 in the hiring for Administrative Support Workers EEO-1 Category positions at its establishments operating at the locations listed on Attachment D.
3. Frontier Communications will evaluate the policies and procedures it currently uses to hire for Administrative Support Workers EEO-1 category positions at its facilities.
4. Frontier Communications will review its policies and procedures for hiring for Administrative Support Workers EEO-1 category positions, its interview process, and applicant tracking system to ensure that Frontier Communications' selection process is nondiscriminatory.
5. Within 120 days after the Effective Date of this Enhanced Compliance Agreement, Frontier Communications will submit a report containing its findings and recommendations. The evaluation and recommendations will cover the following areas at Frontier Communications facilities:
 - A. Procedures to recruit, screen, interview, select, reject and hire for Administrative Support Workers EEO-1 category positions without regard to sex, sexual orientation, gender

identity, race/ethnicity, color, national origin, and religion in compliance with E.O. 11246.

- B. Evaluation of recruitment efforts (methods and sources) for Administrative Support Workers EEO-1 category positions and recommendations for additional strategies to increase the representation of qualified female applicants.
 - C. Procedures to limit subjectivity and implicit bias in the hiring process, including identifying objective qualifications and criteria to be used to select and/or eliminate from further consideration persons expressing an interest in employment at each step of the hiring process (i.e., application screen, interview, post-offer screen, etc.).
 - D. Procedures to ensure that persons expressing an interest in employment are tracked, and decisions are documented at each step in the hiring process.
 - E. Procedures to ensure that documents are retained in accordance with 41 C.F.R. § 60-1.12(a) and Part 60-3.
 - F. Procedures to train all employees involved in the hiring process on the policies and practices related to Frontier Communications' selection of Administrative Support Workers EEO-1 category hires.
 - G. Procedures to ensure that adverse impact analyses are conducted in accordance with 41 C.F.R. Part 60-3, including evaluation the individual components and qualifications if statistical disparities exist.
 - H. A description of the evaluation conducted by Frontier Communications.
 - I. A summary of the Frontier Communications' findings regarding its current policies, procedures, and practices related to the recruitment and hiring for Administrative Support Workers EEO-1 category positions.
 - J. Frontier Communications' findings and recommendations regarding each of the items set forth in Paragraph 5 above, as well as any other items included in Frontier Communications' proposal.
 - K. Any additional recommended actions or revisions to the policies, procedures and practices for Administrative Support Workers EEO-1 category positions to ensure equal opportunity for all persons expressing an interest in employment.
 - L. Recommendations for training for all individuals involved in the hiring for Administrative Support Workers EEO-1 category positions.
6. At a mutually-agreeable date after receipt of Frontier Communications' Report, but as soon as reasonably possible, Frontier Communications and OFCCP will meet to review the Report in detail to discuss and evaluate Frontier Communications' recommendations. The parties will jointly agree on the timing, location, and structure of the meeting to facilitate the maximum exchange of ideas, and this meeting can occur by conference call. If OFCCP

disagrees with any of the recommendations, the parties will discuss the reasons for the disagreement and possible alternatives. After the parties agree to the scope and nature of the recommendations, if any, to be implemented, Frontier Communications will work, with input from OFCCP as requested, to fully implement such recommendations within one hundred and eighty (180) days. Should the implementation of the agreed-upon recommendations (or segments thereof) require more than one hundred and eighty (180) days, Frontier Communications and OFCCP will work together in good faith to establish reasonable timelines for implementation.

7. Frontier Communications will develop and conduct a training program to be presented to all individuals involved in the Administrative Support Workers EEO-1 category hiring process (i.e., recruiting, screening, interviewing, selection, rejection, and hiring) at Frontier Communications facilities. Individuals attending this training will include, at a minimum, all human resources recruiters, managers, and directors involved in the selection process at each of its facilities. The training program will include instruction on Frontier Communications' recommendations. The training will be mandatory for any human resources recruiters, managers and directors who participate in the recruiting and hiring process at the facilities listed in Attachment D but who are not able to attend the in-person training. Frontier will have 90 days from Paragraph 6's agreed-upon recommendations to develop and conduct this new training. During the five-year term of this agreement, employees who are new to Frontier but are expected to be involved in the Administrative Support Worker hiring process, or are new to a manager or director Administrative Support Worker hiring role will have 90 days from their hire date or promotion date to complete this training. This training may be presented via web conferencing techniques to facilitate recording and enable Frontier to reprise the training efficiently for individuals unable to attend the initial interactive session or are hired into a selection process role during the five-year term of the agreement.
8. Frontier Communications and/or additional resources, will monitor the implementation of and results achieved from the revised Administrative Support Workers EEO-1 category positions hiring process, and will provide reports to OFCCP on at least a semi-annual basis for the duration of this Agreement. The first report will cover the six-month period October 1, 2019 through March 31, 2020 and submitted pursuant to the dates agreed upon in Part VI below. During the five-year period this Agreement is in effect, the monitoring reports will indicate whether the revised hiring process has been fully implemented and whether the individuals involved in the revised hiring process are following the revised policies and procedures. The monitoring reports will also include appropriate recommendations, if any, to alter or change the revised hiring process, its implementation, or training, to ensure a nondiscriminatory hiring process.
9. During the five-year period, Frontier Communications will conduct adverse impact analyses of Administrative Support Workers EEO-1 category positions hiring at each of the Frontier Communications' facilities consistent with the requirements of 41 C.F.R. §§ 60-3.4 and -3.15 on at least a semi-annual basis. If Frontier Communications finds statistically significant disparities in hiring for Administrative Support Workers EEO-1 category positions, Frontier Communications shall investigate the cause of the disparities and take appropriate action, such as providing refresher training or making additional changes to the hiring process.

Frontier Communications will implement remedies to correct any statistically significant disparities in hiring and report to OFCCP on actions taken.

10. During the five-year-period, Frontier Communications and OFCCP will meet once a year to discuss Frontier Communications' progress in implementing the adopted recommendations, to discuss concerns, and to continue to chart a path toward a mutually-beneficial partnership. The parties will jointly agree on the timing, location, and structure of the meeting to facilitate the maximum exchange of ideas. Should the parties deem a meeting unnecessary, it can be waived by mutual agreement. Moreover, in recognition of the time necessary to fully implement the recommendations, provide training to hiring managers and human resources staff, monitor the revised hiring process, and make additional changes or refinements to the revised hiring process that may be warranted, OFCCP agrees not to conduct compliance evaluations of Frontier Communications' facilities listed in Attachment C for the five-year period, other than to investigate complaints filed by applicants or employees under E.O. 11246, Section 503, and VEVRAA.
11. This Enhanced Compliance Agreement between Frontier Communications and OFCCP does not provide Frontier Communications with any grant of immunity or protection from its requirement to comply with Executive Order 11246.
12. This Enhanced Compliance Agreement between Frontier Communications and OFCCP may be modified upon the written consent of the parties, and such consent will not be unreasonably withheld.
13. This Enhanced Compliance Agreement is between OFCCP and Frontier Communications (as collectively defined above) and does not confer any rights or benefits to any other parties, other than any successor to, parent of, or subsidiary of Frontier Communications or OFCCP. In case of a disagreement over the implementation of this Enhanced Compliance Agreement, the parties agree to negotiate in good faith prior to enforcement.

PART VI. REPORTS REQUIRED

Frontier Communications must submit the documents and reports described below to:

Tracie Brown
District Director
Pittsburgh District Office
Office of Federal Contract Compliance Programs
1000 Liberty Avenue, Room 2103
Pittsburgh, PA 15222
(b) (6), (b) (7)(C)@dol.gov

Frontier Communications must submit a progress report covering each six month period this Agreement is in effect. The first progress report will be due April 30, 2020 and must cover October 31, 2019 to March 31, 2020. Each subsequent report must cover the successive six-month period and must be submitted within 30 calendar days after the close of that six-month

period. Frontier Communications will submit the following in each progress report, as applicable:

1. Documentation of monetary payments to all Eligible Class Members as specified in section IV.1.C. The documentation must include the names of Eligible Class Members who were paid, and, for each Eligible Class Member, the number and the amount of the check and the date the check cleared the bank. Frontier Communications must provide OFCCP with copies of all canceled checks upon request;
2. Documentation of specific hiring activity for Eligible Class Members who were hired as Consultants in accordance with this Agreement, including name, date of hire, job title hired into, rate of pay, and proof of seniority pay out as specified in Part IV, Section C;
3. For Eligible Class Members who were considered for employment but were not hired, Frontier Communications will provide the reason for non-placement along with all relevant documentation (e.g., documentation that the Eligible Class Member declined the offer);
4. The total number of applicants and hires and the breakdown by race, gender, and ethnic group of applicants and hires for Administrative Support Workers EEO-1 category positions during the reporting period, including all part-time, workers who were referred to and/or assigned to work at Frontier Communications.
5. Annual submission of Frontier Communications Affirmative Action Plans for E.O. 11246, Section 503 and VEVRAA Affirmative Action Plans for the Reviewed Establishment in the Second, Fourth, Sixth, Eighth and Tenth Reports.
6. Semi-annual reports as required under Part V, Enhanced Compliance Agreement.

TERMINATION DATE: This Agreement will terminate pursuant to the terms in Part II, Paragraph 10.

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

Attachments

- A. List of Affected Applicants
- B. Notice Documents
 - B-1-Notice
 - B-2 Interest Form
 - B-3 Release Form
- C. Timeline
- D. List of Covered Establishments

PART VII. SIGNATURES

The person signing this Conciliation Agreement on behalf of Frontier Communications personally warrants that he/she is fully authorized to do so, that Frontier Communications 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 Frontier Communications. This Conciliation Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and Frontier Communications.

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

ELISA BANNON-JONES
Executive Vice President and Chief
Human Resources Officer
Frontier Communications

Date: 9/26/2019

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

MICHELE HODGE
Regional Director
OFCCP Mid-Atlantic Region

Date: 9/27/19

Attachment A: List of Affected Applicants

1. (b) (6), (b) (7)(C)	45. (b) (6), (b) (7)(C)
2. [REDACTED]	46. [REDACTED]
3. [REDACTED]	47. [REDACTED]
4. [REDACTED]	48. [REDACTED]
5. [REDACTED]	49. [REDACTED]
6. [REDACTED]	50. [REDACTED]
7. [REDACTED]	51. [REDACTED]
8. [REDACTED]	52. [REDACTED]
9. [REDACTED]	53. [REDACTED]
10. [REDACTED]	54. [REDACTED]
11. [REDACTED]	55. [REDACTED]
12. [REDACTED]	56. [REDACTED]
13. [REDACTED]	57. [REDACTED]
14. [REDACTED]	58. [REDACTED]
15. [REDACTED]	59. [REDACTED]
16. [REDACTED]	60. [REDACTED]
17. [REDACTED]	61. [REDACTED]
18. [REDACTED]	62. [REDACTED]
19. [REDACTED]	63. [REDACTED]
20. [REDACTED]	64. [REDACTED]
21. [REDACTED]	65. [REDACTED]
22. [REDACTED]	66. [REDACTED]
23. [REDACTED]	67. [REDACTED]
24. [REDACTED]	68. [REDACTED]
25. [REDACTED]	69. [REDACTED]
26. [REDACTED]	70. [REDACTED]
27. [REDACTED]	71. [REDACTED]
28. [REDACTED]	72. [REDACTED]
29. [REDACTED]	73. [REDACTED]
30. [REDACTED]	74. [REDACTED]
31. [REDACTED]	75. [REDACTED]
32. [REDACTED]	76. [REDACTED]
33. [REDACTED]	77. [REDACTED]
34. [REDACTED]	78. [REDACTED]
35. [REDACTED]	79. [REDACTED]
36. [REDACTED]	80. [REDACTED]
37. [REDACTED]	81. [REDACTED]
38. [REDACTED]	82. [REDACTED]
39. [REDACTED]	83. [REDACTED]
40. [REDACTED]	84. [REDACTED]
41. [REDACTED]	85. [REDACTED]
42. [REDACTED]	86. [REDACTED]
43. [REDACTED]	87. [REDACTED]
44. [REDACTED]	88. [REDACTED]

89. (b) (6), (b) (7)(C)
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135. (b) (6), (b) (7)(C)
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Attachment B-1 Notice

You may be eligible to get money and a job because of a legal settlement between Frontier Communications and the U.S. Department of Labor

We are writing to provide information about a legal settlement between the U.S. Department of Labor and Frontier Communications Corporation ("Frontier Communications") that may benefit you. This settlement involves claims of discrimination in hiring, and our records show that you may be one of the applicants covered by the settlement. If you take the steps described in this Notice by the deadline below, you may be eligible for a payment of back wages and/or a job with Frontier Communications.

ARE YOU AFFECTED?

Females who applied and were not hired for Consultant C positions at Frontier Communications, 1500 Maccorkle Avenue SE, Charleston, WV 25396 between April 1, 2015, and March 31, 2016, are covered by this settlement.

WHAT IS THIS SETTLEMENT ABOUT?

The U.S. Department of Labor's Office of Federal Contract Compliance Programs (OFCCP) conducted a review of Frontier Communications' hiring practices during April 1, 2015, through March 31, 2016. OFCCP is the government agency responsible for enforcing the nondiscrimination and equal employment opportunity through affirmative action requirements that apply to federal contractors. OFCCP alleges that Frontier Communications discriminated against females in hiring for Consultant C positions. Frontier Communications denies those claims. Ultimately, OFCCP and Frontier Communications have agreed to resolve the issue through a Conciliation Agreement. A Conciliation Agreement is a legal document that explains the terms of an agreement between Frontier Communications and OFCCP.

As a result, affected applicants may be eligible for back pay and/or a job offer.

WHAT DOES THIS MEAN FOR YOU?

Because you applied for a Consultant C position during the relevant time frame and were not hired, this settlement may provide you with some specific benefits:

- (1) **You may be eligible to receive a payment of at least \$709.21** (before adjustments for taxes and payroll contributions). This amount represents your share of back wages and other payments Frontier Communications is making to settle the compliance review. The final amount you will receive will be reduced by deductions for items such as income tax withholding and Social Security contributions.

- (2) **You may be eligible for a job offer.** Frontier Communications will be making job offers to some of the individuals receiving this notification. It is not guaranteed that you will receive a job offer. If you are interested in a job with Frontier Communications, please express your interest on the enclosed Interest Form.

To get these benefits, you will need to release or agree to give up certain legal claims and sign the enclosed Interest and Release forms.

WHAT IS YOUR NEXT STEP?

You should read this Notice and the enclosed Interest and Release forms.

Please do not ignore these forms or throw them away. Otherwise, you could miss an opportunity to receive money and a job with Frontier Communications.

To be eligible for a payment and job, you must complete, sign, and return **both** the following enclosed forms, (1) the Interest Form and (2) the "Release of Claims Under Executive Order 11246" (Release) to:

Name of Contact Person Chosen by Frontier Communications
Title
Company Name
Mailing Address
Phone Number
E-mail Address

DEADLINE: These forms must be postmarked by [insert specific date that is 45 days from the mailing date].

You may receive some or all of these benefits only if these forms confirm that you are one of the individuals covered by the settlement. After correct completion and submission of these forms, a final decision will be made about your eligibility.

If you fail to return both of the required forms by the deadline above, or if your forms do not verify your eligibility, you will not be eligible to receive any money, consideration for job opportunities or any other benefits that are available to you by the settlement.

HOW CAN YOU GET MORE INFORMATION?

If you have any questions, you may contact Compliance Officer (b) (7)(C), (b) (7)(E) at (b) (7)(C), (b) (7)(E)

(b) (7)(C), (b) (7)(E) You can also visit the U.S. Department of Labor Web site about this case at www.dol.gov/ofccp/cml.

Attachment B-2 Interest Form

Interest Form

PLEASE CAREFULLY READ THE ENCLOSED NOTICE BEFORE COMPLETING THIS INTEREST FORM.

INSTRUCTIONS FOR FILING A CLAIM TO BE CONSIDERED FOR MONEY (BACK WAGES) AND/OR A JOB OFFER FROM THE SETTLEMENT

DEADLINE: This form must be completed and postmarked within 45 calendar days of the date it was sent to you.

You may be eligible for a money payment from the settlement, and you can express interest in a job offer. You can receive a money payment even if you do not express interest in a job. To receive benefits (such as money or a job offer), you must complete and return this Interest Form and the enclosed Release Form. Both must be postmarked by the deadline listed above to:

Name of Contact Person Chosen by Frontier Communications
Title
Company Name
Mailing Address
Phone Number
E-mail Address

If you do not submit a completed Interest Form and Release Form on or before the deadline above, then your claim will not be on time, and you will not receive any money from this settlement, and you cannot be considered for a job offer from this settlement.

Enclosed is a stamped, pre-addressed envelope you can use.

This Interest Form will only be used for the following purposes:

- (1) To confirm important information we need in order to make sure you are eligible to receive money under this settlement and process your payment, and
- (2) To allow you to express interest in the jobs being offered as a result of the settlement.

NOTE: This notice is only for the person it was sent to and cannot be transferred or used by another person who is not part of the settlement.

Step 1: Please provide the following contact information to process your payment (please PRINT legibly).

Name: _____

Home Phone: _____ Cell Phone: _____

Email Address: _____

- ☐ I confirm that the address on the outer envelope label is correct.
- ☐ The address on the outer envelope label is not correct. My correct address is:

Address: _____

Please provide your social security number _____

Your Social Security Number is required in order to process your payment for tax purposes. Your Social Security Number will not be used for any other purpose.

Notify us at the address below if your address changes, or contact us if you have any questions about this Interest form, the notice, or the settlement.

Name of Contact Person Chosen by Frontier Communications
Title
Company Name
Mailing Address
Phone Number
E-mail Address

Step 2: Inform us if you are interested in a position:

- ☐ Yes, I am still interested in a Consultant C position with Frontier Communications at 1500 Maccorkle Avenue SE, Charleston, WV 25396.
- ☐ No, I am not currently interested in a Consultant C position with Frontier Communications at 1500 Maccorkle Avenue SE, Charleston, WV 25396.

OR

- ☐ I am currently employed by Frontier Communications.

Step 3: Sign and return along with the Release Form

I certify the above as true and correct.

Signature

Date

Attachment B-3 Release

RELEASE OF CLAIMS UNDER EXECUTIVE ORDER 11246

This Release of Claims under Executive Order 11246 ("Release") is a legal document. The document states that in return for Frontier Communications ("Contractor") paying you money, you agree that you will not file any lawsuit against Frontier Communications for allegedly violating Executive Order 11246 in its hiring practices of female victims in the Consultant C position. It also says that Frontier Communications does not admit it violated any laws. This Release says you had sufficient time to look at the document, to talk with others about the document, including an attorney if you choose, and that no one pressured you into signing the document. Finally, it says that if you do not sign and return the document by a certain date, you will not receive any money.

In consideration of payment of at least \$709.21 (less adjustments required by law) by Frontier Communications to me, which I agree is acceptable, I (print name)
_____ agree to the following:

I.

I hereby waive, release and forever discharge Frontier Communications, its predecessors, successors, related entities, parents, subsidiaries, affiliates, and organizations, and its and their shareholders, directors, officers, employees, agents, successors, and assigns, of and from any and all actions, causes of action, damages, liabilities, and claims arising out of or actionable under Executive Order 11246, as amended, which I or my representatives (heirs, executors, administrators, or assigns) have or may have which relate in any way to my hiring as a Consultant C on the basis of my gender at any time prior to the date of my signature on this Release. By signing this agreement, I agree that I have been made whole for any claim relating to my non-selection for employment with Frontier Communications through the effective date of this Release, and I agree not to seek and/ or accept any additional relief obtained through any action based on or involving my non-selection.

II.

I understand that Frontier Communications denies that it treated me unlawfully or unfairly in any way and that Frontier Communications entered into a Conciliation Agreement with the U.S. Department of Labor, Office of Federal Contract Compliance Programs ("OFCCP") and agreed to make the payment described above to resolve alleged disparities in compensation and to resolve the matter without further legal proceedings in the compliance review initiated by OFCCP on March 13, 2017. I further agree that the payment of the aforesaid sum by Frontier Communications to me is not to be construed as an admission of any liability by Frontier Communications.

III.

I declare that I have read this Release and that I have had a full opportunity to consider and understand its terms and to consult with my advisors and seek legal advice. I further declare that I have decided of my own free will to sign this Release.

IV.

I understand that if I do not sign this Release and return it to Frontier Communications by the date set forth in the enclosed notice, I will not be entitled to receive any payment (less deductions required by law) from Frontier Communications.

IN WITNESS WHEREOF, I have signed this document on this ____ day of _____, 2019.

Signature

Attachment C Timeline**Monetary and Hiring Relief**

ACTIVITY	TIMEFRAME	DATE
Frontier Communications Mails Notice Documents (First Mailing)	15 days from Effective Date	10/15/19
Postmark Deadline for Affected Applicants to Reply to Notice	60 days from Effective Date	11/29/19
Frontier Communications Notifies OFCCP of Undeliverable Mailings	75 days from Effective Date	12/14/19
OFCCP Provides Updated Contact Information to Frontier Communications	98 days from Effective Date	1/6/2020
Frontier Communications Mails Notice Documents (Second Mailing)	105 days from Effective Date	1/13/20
Postmark Deadline for Affected Applicants to Reply to Second Notice	150 days from Effective Date	2/27/20
Frontier Communications Provides List of its Determination of Eligible Applicants	165 days from Effective Date	3/13/20
OFCCP Reviews and Approves Final List and Distribution Amounts	182 days from Effective Date	3/30/20
Frontier Communications Mails Back pay Checks	196 days from Effective Date	4/13/20
Frontier Communications Notifies OFCCP of Any Checks Returned as Undeliverable	Within 5 days of returned undeliverable check	TBD
OFCCP Provides Updated Addresses	Within 20 days of returned undeliverable check	TBD
Frontier Communications Mails Back pay Checks to New Addresses	Within 25 days of returned undeliverable check	TBD
Distribution of Remaining Funds to Eligible Applicants		8/25/20

Enhanced Compliance Agreement

ACTIVITY	TIMEFRAME	DATE
Frontier Communications provides a report to OFCCP regarding the findings of its evaluation.	120 days from Effective Date	1/28/2020
Parties meet to review the report	At a mutually agreeable date	TBD
Frontier Communications implements recommendations	180 days after report finalized	TBD

Progress Reports

ACTIVITY	TIMEFRAME	DATE
First Progress Report Deadline	7 months from Effective Date	4/30/20
Second Progress Report Deadline	13 months from Effective Date	10/31/20
Third Progress Report Deadline	19 months from Effective Date	4/30/21
Fourth Progress Report Deadline	25 months from Effective Date	10/31/21
Fifth Progress Report Deadline	31 months from Effective Date	4/30/22
Sixth Progress Report Deadline	37 months from Effective Date	10/31/22
Seventh Progress Report Deadline	43 months from Effective Date	4/30/23
Eighth Progress Report Deadline	49 months from Effective Date	10/31/23
Ninth Progress Report Deadline	54 months from Effective Date	4/30/24
Tenth Progress Report Deadline	61 months from Effective Date	10/30/24

Attachment D: List of Covered Establishments

1. 1500 MACCORKLE AVENUE, SE, CHARLESTON, WEST VIRGINIA
2. 1225 JEFFERSON ROAD, ROCHESTER, NEW YORK
3. 100 CTE DRIVE, DALLAS, PENNSYLVANIA
4. 805 CENTRAL EXPRESSWAY SOUTH, ALLEN, TEXAS
5. 610 N MORGAN ST. TAMPA, FLORIDA
6. 1588 N. WOODLAND BLVD, DELAND, FLORIDA
7. 8001 W JEFFERSON BLVD, FORT WAYNE, INDIANA
8. 280 S LOCUST, POMONA, CALIFORNIA
9. 2560 TELLER RD. THOUSAND OAKS, CALIFORNIA
10. 14 CLASSIC STREET. SHERBURNE, NEW YORK
11. 1441 N COLONY RD. MERIDEN, CONNECTICUT