

CONCILIATION AGREEMENT
BETWEEN THE
U.S. DEPARTMENT OF LABOR OFFICE OF FEDERAL CONTRACT COMPLIANCE
PROGRAMS
AND
UES INC.
4401 DAYTON-XENIA ROAD
DAYTON, OHIO 45432

I. Preliminary Statement

During the course of a complaint investigation, the Office of Federal Contract Compliance Programs (“OFCCP”) found that UES, Inc. (UES) located at 4401 Dayton-Xenia Road in Dayton, Ohio, was not in compliance with Section 503 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 793 (Section 503) and its implementing regulations at 41 CFR 60-741.

OFCCP notified UES of the specific violation and the corrective action required in a Notification of Results of Investigation (NORI) issued on April 8, 2021.

In the interest of resolving the violation without engaging in further legal proceedings and in exchange for sufficient consideration described in this document, OFCCP and UES enter into this Conciliation Agreement (Agreement), and the parties agree to all the terms therein.

II. General Terms and Conditions

1. In exchange for UES’s fulfillment of all its obligations in this Agreement, OFCCP will not institute administrative or judicial enforcement proceedings under Section 503 based on the violation alleged in the NORI. However, OFCCP retains the right to initiate legal proceedings to enforce this Agreement if UES 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 UES’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. UES 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 OFCCP requests, including those specified in this Agreement.
3. Nothing in this Agreement relieves UES 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. UES 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.
5. The parties understand the terms of this Agreement and enter into it voluntarily.
6. 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.
7. This Agreement becomes effective on the day it is signed by the District Director (Effective Date).
8. If one or more provisions of this Agreement is deemed unlawful or unenforceable, the remaining provisions will remain in full force and effect.
9. This Agreement will expire sixty (60) days after UES submits its final progress report required in Section IV, below, unless OFCCP notifies UES in writing before the expiration date that UES 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 UES has met all of its obligations under the Agreement.
10. If UES violates this Agreement:
 - a. The procedures at 41 C.F.R. 60-741.63 will govern:
 - i. OFCCP will send UES a written notice stating the alleged violation and summarizing any supporting evidence.
 - ii. UES 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 UES 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.
 - iv. In the event of a breach of this Agreement by UES, 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 in the Agreement.
 - b. UES may be subject to the sanctions set forth in 41 C.F.R. 60-741.66, and/or other appropriate relief for violating this Agreement.

11. UES does not admit any violation of Section 503, nor has there been an adjudication on the merits regarding any such violation.
12. OFCCP may seek enforcement of this Agreement itself and is not required to present proof of any underlying violations resolved by this Agreement.
13. 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.
14. Each party shall bear its own fees and expenses with respect to this matter.
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.

III. Technical Violations and Remedies

Violation: UES failed to make reasonable accommodation to the known physical or mental limitations of an otherwise qualified applicant or employee with a disability as defined in 41 CFR 60-741.2(g)(1)(i) or (ii). Specifically, UES does not include on its website information on how an individual applying for a position can request accommodation. As stated in the regulations, the reasonable accommodation obligation extends to UES’s use of electronic or online job application system, as required by 41 CFR 60-741.21(a)(6)(i)(iii).

Remedy: UES will make reasonable accommodation to the known physical or mental limitations of an otherwise qualified applicant or employee with a disability as defined in 41 CFR 60-741.2(g)(1)(i) or (ii), unless UES can demonstrate that the accommodation would impose an undue hardship on the operations of its business. The reasonable accommodation obligation extends to UES’s use of electronic or online job application system. UES must provide necessary reasonable accommodation to ensure that an otherwise qualified individual with a disability who is not able to fully utilize that system is nonetheless provided with equal opportunity to apply and be considered for all jobs, as required by 41 CFR 60-741.21(a)(6)(i)(iii). Specifically, UES will include on its website information on how an individual applying for a position can request accommodation.

IV. OFCCP Monitoring Period

1. **Recordkeeping.** UES agrees to retain all records relevant to the violation 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. UES will retain the records until this Agreement expires or for the time period consistent with regulatory requirements, whichever is later.

2. UES Reports.

UES agrees to furnish OFCCP with the following report during the Monitoring Period according to the following schedule. The report will contain the documentation specified according to the date scheduled:

Progress Report: Due on July 1, 2021.

UES will provide evidence from its website which will include information on how an individual who is applying for a position can request accommodation, which extends to its use of electronic or online job application system. At a minimum, the website will include an email address, telephone number and a separate accessibilities page, to ensure that an otherwise qualified individual with a disability who is not able to fully utilize that system is nonetheless provided with equal opportunity to apply and be considered for all jobs.

UES will submit the report to Compliance Officer (b) (7)(C), (b) (7)(E) at (b) (6), (b) (7)(C) @dol.gov. UES and OFCCP have a common interest in the information being provided in the report pursuant to this Agreement. To the extent any of the reports UES provides in accordance with this Agreement are trade secrets, commercial, and/or financial in nature, and customarily kept private or closely-held, and UES believes should remain confidential under Exemption 4 of the Freedom of Information Act (FOIA) in the event of a FOIA request, UES will provide such reports to OFCCP marked as "Confidential". In the event of a FOIA request, OFCCP will promptly notify UES of the FOIA request and provide UES an opportunity to object to disclosure. OFCCP will withhold disclosure of such reports to the maximum extent allowable by law.

3. 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 UES's progress report as set forth in Section II, Paragraph 9 above. If OFCCP fails to notify UES in writing within sixty (60) days of the date of the progress report that UES 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 UES within the allotted time that it has not fulfilled all of its obligations, this Agreement is automatically extended until the date that OFCCP determines UES has met all of its obligations under the Agreement.

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V. SIGNATURES

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

This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and UES Inc., 4401 Dayton-Xenia Road, Dayton, Ohio 45432.

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

Dr. Nina Joshi
President and CEO
UES Inc.
4401 Dayton-Xenia Road
Dayton, Ohio 45432

DATE: 5/6/2021

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

Phyllis E. Lipkin
District Director
Columbus Area Office

DATE: _____

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

(b) (7)(C), (b) (7)(E)

Compliance Officer
Columbus Area Office

DATE: _____