

Conciliation Agreement  
Between the  
U.S. Department of Labor Office of Federal Contract Compliance Programs  
and

NORTHERN X-RAY COMPANY

**I. Preliminary Statement**

The Office of Federal Contract Compliance Programs (OFCCP) evaluated Northern X-Ray Company (hereinafter "NXC") establishment located at 1325 Quincy Street NE Suite A2 Minneapolis, MN 55413-2642 beginning on December 14, 2020. OFCCP found that NXC failed to comply with the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. § 4212 (VEVRAA) and the respective implementing regulations at 41 CFR 60-300.

OFCCP notified NXC of the specific violation(s) and the corrective action(s) required in a Notice of Violation (NOV) issued on September 20, 2021

In the interest of resolving the violations without engaging in further legal proceedings and in exchange for sufficient consideration described in this document, OFCCP and NXC 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 NXC's fulfillment of all its obligations in this Agreement, OFCCP will not institute administrative or judicial enforcement proceedings under E.O. 11246, Section 503, and/or VEVRAA based on the violation(s) alleged in the NOV. However, OFCCP retains the right to initiate legal proceedings to enforce this Agreement if NXC violates any provision of this Agreement, as set forth in Paragraph 10, below. Nothing in this Agreement precludes OFCCP from initiating enforcement proceedings based on future compliance evaluations or complaint investigations.
2. OFCCP may review NXC'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. NXC 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 NXC 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. NXC 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 NXC submits its final progress report required in Section IV, below, unless OFCCP notifies NXC in writing before the expiration date that NXC 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 NXC has met all of its obligations under the Agreement.
10. If NXC violates this Agreement:
  - a. The procedures at 41 C.F.R. 60-300.63 will govern:
    - i. OFCCP will send NXC a written notice stating the alleged violation(s) and summarizing any supporting evidence.
    - ii. NXC 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 NXC 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 NXC, 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. NXC may be subject to the sanctions set forth in 41 C.F.R. 60-300.66, and/or other appropriate relief for violating this Agreement.
11. NXC does not admit any violation of the Executive Order, Section 503 or VEVRAA, 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**

1. **Violation:** During the period March 1, 2020 through February 28, 2021, NXC failed to invite applicants to inform it whether the applicant believes that he or she is a veteran protected by VEVRAA in violation of 41 CFR 60-300.42.

**Remedy:** NXC will invite applicants to inform it whether the applicant believes that he or she is a veteran protected by VEVRAA, as required by 41 CFR 60-300.42. More specifically, NXC will invite applicants for employment, prior to an offer of employment, to voluntarily identify as a protected veteran. Additionally, NXC will invite applicants for employment, after an offer of employment but before applicants begin their job duties, to voluntarily inform it whether the applicant believes that he or she is a protected veteran. NXC may invite the applicant to also indicate if he or she belongs to one or more of the specific categories of protected veterans, as defined by 41 CFR 60-300.2(q). All invitations to self-identify as a protected veteran must comply with the requirements of 41 CFR 60-300.42(c). NXC must keep all self-identification information confidential and maintain it in a separate data analysis file, rather than in its personnel or medical files, in accordance with 41 CFR 60-300.42(e).

2. **Violation:** During the period March 1, 2020 through February 28, 2021, NXC failed to document and maintain the required data pertaining to applicants and hires, in violation of 41 CFR 60-300.44(k). Specifically, NXC documented the data for the review period, but failed to maintain the information for three years as required.

**Remedy:** NXC must document the following computations or comparisons pertaining to applicants and hires, on an annual basis, and will maintain this data for three (3) years, as required by 41 CFR 60-300.44(k): The number of applicants who self-identified as protected veterans, or who are otherwise known to be protected veterans, the total number



of job openings and total number of jobs filled, the total number of applicants for all jobs; the number of protected veteran applicants hired; and the total number of applicants hired.

3. **Violation:** During the period March 1, 2020 through February 28, 2021, NXC failed to immediately list all employment openings with either the state workforce agency job bank or a local employment service delivery system serving the location where the openings occurred in violation of 41 CFR 60-300.5(a)2-6.

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

4. **Violation:** During the period March 1, 2020 through February 28, 2021, NXC failed to annually review the effectiveness of the outreach and recruitment efforts it took over the previous twelve months to identify and recruit qualified protected veterans, as required by 41CFR 60-300.44(f)(3). Specifically, NXC failed to evaluate the effectiveness of each outreach and recruitment activity as well as the overall assessment of these efforts.

**Remedy:** NXC must annually review its outreach and recruitment activities, assess their effectiveness, and document this review, in accordance with 41 CFR 60-300.44(f)(3). If NXC concludes that the totality of its efforts were not effective in identifying and recruiting qualified protected veterans, it shall identify and implement alternative efforts listed in 41 CFR 60-300.44(f)(1) or (f)(2).

#### IV. OFCCP Monitoring Period

1. **Recordkeeping.** NXC agrees to retain all records relevant to the violation(s) cited in Section III above and the reports submitted in compliance with Paragraph 2, below. Specifically, NXC must retain self-identification documentation, data collection analysis, documentation of all job listings with the appropriate ESDS and documentation of their assessment of outreach and recruitment efforts. 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. NXC will retain the records until this

---

---

Agreement expires or for the time period consistent with regulatory requirements, whichever is later.

**2. Contractor Reports.**

NXC agrees to furnish OFCCP with the following reports during the Monitoring Period. Each report will contain the documentation specified according to the dates scheduled:

Two Progress Reports: The first report will be due on May 1, 2022 and cover the period of September 1, 2021 through February 28, 2022. The second report will be due November 1, 2022 and cover the period of March 1, 2022 through August 31, 2022.

The report shall include at least the following for the applicable Reporting Period:

- a. Documentation of completed self-identification forms demonstrating that NXC was inviting applicants to voluntarily self-id including the ability to identify as a veteran as required by 41 CFR 60-300.42.
- b. Computations or comparisons pertaining to applicants and hires in the format required by 41 CFR 60-300.44(k) for the relevant Reporting Period: the number of applicants who self-identified as protected veterans, or who are otherwise known to be protected veterans; the total number of job openings and total number of jobs filled; the total number of applicants for all jobs; the number of veteran applicants hired; and the total number of applicants hired. NXC shall maintain this data for three (3) years.
- c. Documentation showing NXC listed all employment openings as they occurred with an appropriate ESDS (either the state workforce agency job bank or a local ESDS) where the openings occurred, in a manner and format that allowed the ESDS to provide priority referrals of protected veterans to NXC. This documentation shall include a list of all openings that occurred during the reporting period on top of the documentation showing that NXC listed their openings with ESDS as required by 41 CFR 300.5(a)2-6.
- d. Documentation of outreach and recruitment activities, annual assessment of each of those activities, as well as documentation of their assessment of the totality of their outreach efforts, and any actions taken or changes made as a result of the assessment, as described in 41 CFR § 60-300.44(f).

NXC will submit reports to Compliance Officer (b) (7)(E), (b) (6) at (b) (6), (b) (7)(C)@dol.gov. NXC 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 NXC provides in accordance with this Agreement are trade secrets,

---

---

commercial, and/or financial in nature, and customarily kept private or closely-held, and NXC believes should remain confidential under Exemption 4 of the Freedom of Information Act (FOIA) in the event of a FOIA request, NXC will provide such reports to OFCCP marked as "Confidential". In the event of a FOIA request, OFCCP will promptly notify NXC of the FOIA request and provide NXC 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 NXC's final progress report as set forth in Section II, Paragraph 9 above. If OFCCP fails to notify NXC in writing within sixty (60) days of the date of the final progress report that NXC 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 NXC within the allotted time that it has not fulfilled all of its obligations, this Agreement is automatically extended until the date that OFCCP determines NXC has met all of its obligations under the Agreement.

## V. SIGNATURES

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

This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and Northern X-Ray Company 1325 Quincy Street NE Suite A2, Minneapolis, MN 55412-2612.

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

Bruce Zeilinger  
Chief Executive Officer  
Northern X-Ray Company  
Minneapolis, MN

DATE: 10/4/21

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

Timothy Roark  
District Director

Midwest

DATE: October 5, 2021

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

(b) (7)(E), (b) (6)  
Compliance Officer  
Midwest

DATE: \_\_\_\_\_

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]