

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

I. Preliminary Statement

The Office of Federal Contract Compliance Programs (OFCCP) evaluated the Mesa Laboratories Incorporated TCU ("Mesa Labs") establishment located at 12100 West 6th Avenue, Lakewood, Colorado 80228-1252 beginning on December 14, 2020. OFCCP found that Contractor failed to comply with Section 503 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 793 (Section 503), and their respective implementing regulations at § 41 C.F.R. Part 60-741.

OFCCP notified Mesa Labs of the specific violations and the corrective actions required in a Notice of Violation (NOV) issued on September 13, 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 Contractor 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 Mesa Labs's fulfillment of all its obligations in this Agreement, OFCCP will not institute administrative or judicial enforcement proceedings under Executive Order 11246, as amended (E.O. 11246 or Executive Order), Section 503, and/or Vietnam Era Veteran's Readjustment Assistance Act of 1974, as amended, 38 U.S.C. § 4212 (VEVRAA) based on the violation(s) alleged in the NOV. However, OFCCP retains the right to initiate legal proceedings to enforce this Agreement if Mesa Labs 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 Mesa Labs'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. Mesa Labs 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 Mesa Labs 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. Mesa Labs 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 Mesa Labs submits its progress report required in Section IV, below, unless OFCCP notifies Mesa Labs in writing before the expiration date that Mesa Labs 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 Mesa Labs has met all of its obligations under the Agreement.
10. If Mesa Labs violates this Agreement:
 - a. The procedures at 41 C.F.R. 60-741.63 will govern:
 - i. OFCCP will send Mesa Labs a written notice stating the alleged violation(s) and summarizing any supporting evidence.
 - ii. The Mesa Labs 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 Mesa Labs 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 Mesa Labs, 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. Mesa Labs 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. Mesa Labs 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 of December 1, 2019 through November 30, 2020 Mesa Labs failed to invite its employees and applicants for employment to voluntarily self-identify as an individual with a disability, using the OMB-approved form for this purpose, in violation of 41 CFR 60-741.42. Specifically, Mesa Labs failed to conduct the initial survey of its employees; failed to invite applicants to self-identify pre-offer; failed to invite applicants to self-identify post-offer and failed to use the approved form.

REMEDY: Mesa Labs agrees to invite both its applicants for employment, and its employees, to voluntarily self-identify as an individual with a disability, in accordance with 41 CFR 60-741.42. All invitations to self-identify will be made using the OMB-approved form for this purpose (available on the OFCCP website). More specifically, Mesa Labs will invite each of its applicants for employment, prior to an offer of employment, to voluntarily inform it whether the applicant believes that he or she is an individual with a disability, as that term is defined in 41 CFR 60-741.2(g)(1)(i) or (ii). Mesa Labs will invite each of its applicants for employment, after an offer of employment has been made and before the applicant begins work, to voluntarily inform it whether the applicant believes that he or she is an individual with a disability. In addition, during the first year it is subject to this requirement, Mesa Labs will invite each of its employees to voluntarily self-identify as an individual with a disability, and then, extend this invitation again at five year intervals, thereafter. At least once during each interval, Mesa Labs will remind its employees that they may voluntarily update their disability related self-identification information at any time. Mesa Labs will 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 60-741.42(e).

- 2. VIOLATION:** During the period December 1, 2019 through November 30, 2020, Mesa Labs failed to document and maintain the required data pertaining to applicants and hires, in violation of 41 CFR 60-741.44(k).

REMEDY: Mesa Labs agrees to document the following computations or comparisons pertaining to applicants and hires, on an annual basis, as required by 41 CFR 60-741.44(k); (1) the number of applicants who self-identify as individuals with disabilities, or who are otherwise known to be individuals with disabilities; (2) the total number of job openings and total number of jobs filled; (3) the total number of applicants for all jobs; (4) the number of applicants with disabilities hired; and (5) the total number of applicants hired. Mesa Labs will document these comparisons on an annual basis and maintain these for a period of three years.

- 3. VIOLATION:** During the period of December 1, 2019 through November 30, 2020, Mesa Labs failed to annually review the effectiveness of the outreach and recruitment efforts it took over the previous twelve months to identify and recruit qualified individuals with disabilities as required by 41 CFR 60-741.44(f)(3).

REMEDY: Mesa Labs agrees to annually review its outreach and recruitment activities, assess their effectiveness, and document this review, in accordance with 41 CFR 60-741.44(f)(3). If Mesa Labs concludes that the totality of its efforts were not effective in identifying and recruiting qualified individuals with disabilities, it will identify and implement alternative efforts listed in 41 CFR 60-741.44(f)(1) or (f)(2).

- 4. VIOLATION:** During the period of December 1, 2019 through November 30, 2020, Mesa Labs failed to keep and preserve complete and accurate personnel and employment records, in violation of 41 CFR 60-741.80. Specifically, Mesa Labs failed to keep the records specified in 60-741.80(b) for three years.

REMEDY: Mesa Labs agrees to keep and preserve complete and accurate personnel and employment records, in accordance with 41 CFR 60-741.80, and will keep and preserve those records specified in 41 CFR 60-741.80(b) for a period of three years from the date of the making of the record.

IV. OFCCP Monitoring Period

- 1. Recordkeeping.** Mesa Labs 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. 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. Mesa Labs will retain the records until this Agreement expires or for the time period consistent with regulatory requirements, whichever is later.

2. **Contractor Report**

Mesa Labs agrees to furnish OFCCP with the following report during the Monitoring Period. The report will contain the documentation specified according to the dates scheduled:

Progress Report: Due on January 1, 2023 covering the period of October 1, 2021 through November 30, 2022.

Progress Report shall contain the following:

- a. Documentation showing that Mesa Labs invited job applicants and employees during the reporting period to voluntarily self-identify as an individual with a disability, using the OMB-approved form published on the OFCCP website, as required by the affirmative action obligations set forth in Subpart C of the regulations at 41 CFR 60-741.42;
 - b. A review of the outreach and recruitment efforts Mesa Labs has taken during the reporting period to evaluate their effectiveness in identifying and recruiting qualified individuals with disabilities, as required by 41 CFR 60-741.44(f)(3);
 - c. Copies of the data collection analysis for individuals with disabilities to include information on the computations and comparisons identified under Remedy 2 above;
 - d. A narrative explaining how Mesa Labs revised its recordkeeping procedures to ensure they adhere to Section 503 obligations.
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 Mesa Labs' progress report as set forth in Section II, Paragraph 9 above. If OFCCP fails to notify Mesa Labs in writing within sixty (60) days of the date of the progress report that Mesa Labs has not fulfilled all of its obligations under the Agreement, OFCCP will be deemed to have accepted the report and the Monitoring Period and this Agreement will terminate. If OFCCP notifies Mesa Labs within the allotted time that it has not fulfilled all of its obligations, this Agreement is automatically extended until the date that OFCCP determines Mesa Labs has met all of its obligations under the Agreement.

V. **SIGNATURES**

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

This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and Mesa Laboratories Incorporated TCU, 12100 West 6th Avenue, Lakewood, Colorado, 80228-1252.

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

Gina Hinman-Trulli
Vice President Human Resources
Mesa Laboratories Incorporated

DATE: 11/03/2021

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

Rachel M. Woods, Acting District Director
SWARM, Denver District Office

DATE: 11/04/2021

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

(b) (7)(E), (b) (6) Compliance Officer
SWARM, Denver District Office

DATE: 11/04/2021