

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

I. Preliminary Statement

The Office of Federal Contract Compliance Programs (OFCCP) evaluated the Alfa Laval Inc. (Alfa Laval) establishment located at 5400 International Trade Drive, Richmond, VA 23231 beginning on December 10, 2019. OFCCP found that Alfa Laval failed to comply with Section 503 of the Rehabilitation Act of 1973, as amended (Section 503) and its respective implementing regulations at 41 C.F.R. 60-741.

OFCCP notified Alfa Laval of the specific violations and the corrective actions required in a Notice of Violation (NOV) issued on May 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 Alfa Laval 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 Alfa Laval'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 the Executive Order), Section 503, and/or the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. § 4212 (VEVRAA) based on the violations alleged in the NOV. However, OFCCP retains the right to initiate legal proceedings to enforce this Agreement if Alfa Laval 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 Alfa Laval'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. Alfa Laval 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 Alfa Laval 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. Alfa Laval 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 Acting Assistant 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 Alfa Laval submits its final progress report required in Section IV, below, unless OFCCP notifies Alfa Laval in writing before the expiration date that Alfa Laval 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 Alfa Laval has met all of its obligations under the Agreement.
10. If Alfa Laval violates this Agreement:
 - a. The procedures at 41 C.F.R. 60-741.63 will govern:
 - i. OFCCP will send Alfa Laval a written notice stating the alleged violation(s) and summarizing any supporting evidence.
 - ii. Alfa Laval 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 Alfa Laval 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 Alfa Laval, 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. Alfa Laval 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. Alfa Laval 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 1:** During the period January 1, 2018 through present, Alfa Laval failed to invite its employees 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(c). Specifically, Alfa Laval failed to use the OMB-approved form when inviting employees to self-identify as individuals with disabilities.

Remedy 1: Alfa Laval will immediately invite its employees to voluntarily inform it whether the employee 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). All invitations to self-identify will be made using the OMB-approved form for this purpose (available on the OFCCP website). In addition, Alfa Laval will extend this invitation again at five year intervals, thereafter. At least once during each interval, Alfa Laval will remind its employees that they may voluntarily update their disability-related self-identification information at any time. Alfa Laval 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 2:** During the period January 1, 2018, through December 31, 2018, Alfa Laval 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 2: Alfa Laval will 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 Alfa Laval concludes that the totality of its efforts were not effective in identifying and recruiting qualified individuals with disabilities, it shall identify and implement alternative efforts listed in 41 CFR 60-741.44(f)(1) or (f)(2).

IV. OFCCP Monitoring Period

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

2. **Contractor Reports.**

Alfa Laval agrees to furnish OFCCP with one report during the Monitoring Period. The report will contain the documentation specified in items i-ii below:

- a. Progress Report 1: Due on January 31, 2022, covering the period of January 1, 2021, through December 31, 2021.
 - i. For Violation 1: Documentation to verify that Alfa Laval invited its employees to voluntarily self-identify as an individual with a disability, using the OMB-approved form. The documentation must include the following:
 1. A copy of the invitation, including the date, Alfa Laval sent to employees to self-identify using the OMB-approved form;
 2. A copy of the OMB-approved form provided to employees;
 3. The total number of employees who responded to the invitation;
 4. The total number of employees who responded to the invitation self-identifying as an individual with a disability.
 - ii. For Violation 2: Documentation to verify that Alfa Laval undertook appropriate outreach and positive recruitment activities reasonably designed to effectively recruit qualified individuals with disabilities and conducted an assessment of its efforts. This documentation should include a copy of the sections of Alfa Laval's AAP that list: 1) Its outreach activities with supporting documentation; 2) An assessment of the effectiveness of each activity, as required by 41 CFR 60-741.44(f)(3); and 3) A copy of Alfa Laval's annual assessment of the totality of its outreach activities, as required by 41 CFR 60-741.44(f)(3). Alfa Laval should note that 41 CFR 60-741.44(f)

lists examples of several resources that may aid contractors in effectively recruiting and employing qualified individuals with disabilities.

For Violation 2: Copies of all responses or other related correspondence received from each of the organizations used during the reporting period in efforts to recruit qualified individuals with disabilities.

Alfa Laval will submit the report to Shanae Moody, Acting Assistant District Director, at (b) (6), (b) (7)(C)@dol.gov.

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

V. SIGNATURES

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

This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and Alfa Laval Inc., 5400 International Trade Drive, Richmond, VA 23231.

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

Jo Vanhoren
Managing Director
Alfa Laval Inc.
Richmond, VA

DATE: 21 May , 2021

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

Shanae Moody
Acting Assistant District Director
Mid-Atlantic Region

DATE: 5/28/2021

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

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

Compliance Officer
Mid-Atlantic Region

DATE: 05/28/2021