

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

**I. Preliminary Statement**

The Office of Federal Contract Compliance Programs (OFCCP) evaluated Unify Financial Federal Credit Union's (Unify Financial) establishment located at 1899 Western Way, Torrance, California, beginning on April 8, 2021. OFCCP found that Unify Financial failed to comply with the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. § 4212 (VEVRAA) and its implementing regulations at 41 CFR 60-300.

OFCCP notified Unify Financial of the specific violations and the corrective actions required in a Notice of Violation (NOV) issued on December 14, 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 Unify Financial enter into this Conciliation Agreement (Agreement), and the parties agree to all the terms therein.

**II. General Terms and Conditions**

1. In exchange for Unify Financial'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 violations alleged in the NOV. However, OFCCP retains the right to initiate legal proceedings to enforce this Agreement if Unify Financial 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 Unify Financial'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. Unify Financial 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 Unify Financial 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. Unify Financial 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 Unify Financial submits its final progress report required in Section IV, below, unless OFCCP notifies Unify Financial in writing before the expiration date that Unify Financial 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 Unify Financial has met all of its obligations under the Agreement.
10. If Unify Financial violates this Agreement:
  - a. The procedures at 41 C.F.R. 60-300.63 will govern:
    - i. OFCCP will send Unify Financial a written notice stating the alleged violation(s) and summarizing any supporting evidence.
    - ii. Unify Financial 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 Unify Financial 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 Unify Financial, 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. Unify Financial 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. Unify Financial 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:** Unify Financial's VEVRAA AAP failed to include all the required contents, as required by 41 CFR 60-300.44. Specifically, Unify Financial's AAP failed to include the external EEO policy dissemination, outreach and positive recruitment element described in 41 CFR 60-300.44(f).

**CORRECTIVE ACTION:** Unify Financial shall include the internal EEO policy dissemination, outreach and positive recruitment element described in 41 CFR 60-300.44(f) in its VEVRAA AAP, as required by 41 CFR 60-300.44.

2. **VIOLATION:** During the period April 1, 2020 through March 31, 2021, Unify Financial failed to invite applicants to inform it whether the applicants believe that they are veterans protected by VEVRAA in violation of 41 CFR 60-300.42.

**CORRECTIVE ACTION:** Unify Financial shall invite applicants to inform it whether the applicants believes that they are veterans protected by VEVRAA, as required by 41 CFR 60-300.42. Specifically, Unify Financial shall invite applicants for employment, prior to an offer of employment, to voluntarily identify as a protected veteran. Additionally, Unify Financial shall invite applicants for employment, after an offer of employment, but before applicants begin their job duties, to voluntarily inform it whether the applicants believe that they are protected veterans. Unify Financial may invite the applicants to also indicate if they belong 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). Unify Financial 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).

#### IV. OFCCP Monitoring Period

1. **Recordkeeping.** Unify Financial 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. Unify Financial will retain the records until this Agreement expires or for the time period consistent with regulatory requirements, whichever is later.
2. **Contractor Reports.**

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

- a. Progress Report 1: Due on February 1, 2023, covering the period of January 1, 2022 through December 31, 2022.
  - i. Documentation showing Unify Financial undertook appropriate outreach and positive recruitment activities that are reasonably designed to effectively recruit protected veterans.
  - ii. Documentation showing Unify Financial reviewed the outreach and recruitment efforts it has taken over the previous twelve months to evaluate their effectiveness in identifying and recruiting qualified protected veterans. Unify Financial shall document the annual evaluation, including at a minimum, the criteria it used to evaluate the effectiveness of each effort and Unify Financial's conclusion as to whether each effort was effective.
  - iii. Documentation showing Unify Financial has invited its applicants for employment to voluntarily self-identify as a protected veteran at both pre-offer and post-offer stages of the hiring process.

Unify Financial will submit reports to Compliance Officer (b) (7)(E), (b) (6) at (b) (6), (b) (7)(C)@dol.gov. Unify Financial 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 Unify Financial provides in accordance with this Agreement are trade secrets, commercial, and/or financial in nature, and customarily kept private or closely-held, and Unify Financial believes should remain confidential under Exemption 4 of the Freedom of Information Act (FOIA) in the event of a FOIA request, Unify Financial will provide such reports to OFCCP marked as "Confidential". In the event of a FOIA

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

## V. SIGNATURES

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

This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and Unify Financial Federal Credit Union, located at 1899 Western Way, Torrance, California.

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

Gordon Howe  
President  
Unify Financial Federal Credit Union  
Torrance, California

DATE: 1/28/2022 | 10:01:56 AM PST

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

Agnes Huang  
District Director  
Pacific Region

DATE: February 10, 2022