

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

I. Preliminary Statement

The Office of Federal Contract Compliance Programs (OFCCP) evaluated the UEG Inc, Route 2-A Lot No 439-1-2 Mari, Sumay Agat, Guam, beginning on October 17, 2022. OFCCP found that Contractor failed to comply with Executive Order 11246, as amended (E.O. 11246 or the Executive Order), Section 503 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 793 (Section 503), and the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. § 4212 (VEVRAA) and their respective implementing regulations at 41 C.F.R. Chapter 60.

OFCCP notified UEG Inc of the specific violations and the corrective actions required in a Notice of Violation (NOV) issued on March 22, 2023.

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 UEG Inc 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 UEG Inc'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 UEG Inc 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 UEG Inc'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. UEG Inc 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 UEG Inc 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. UEG Inc 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 UEG Inc submits its final progress report required in Section IV, below, unless OFCCP notifies UEG Inc in writing before the expiration date that UEG Inc 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 UEG Inc has met all of its obligations under the Agreement.
10. If UEG Inc violates this Agreement:
 - a. The procedures at 41 C.F.R. 60-1.34, 41 C.F.R. 60-300.63, and/or 41 C.F.R. 60-741.63 will govern:
 - i. OFCCP will send UEG Inc a written notice stating the alleged violation(s) and summarizing any supporting evidence.
 - ii. The UEG Inc 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 UEG Inc 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 the UEG Inc, 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. UEG Inc may be subject to the sanctions set forth in Section 209 of the Executive Order, 41 C.F.R. 60-1.27, 41 C.F.R. 60-741.66, or 41 C.F.R. 60-300.66, and/or other appropriate relief for violating this Agreement.
- 11. UEG Inc 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 October 1, 2021 through September 30, 2022, UEG Inc failed to develop and execute action-oriented programs designed to correct any problem areas identified pursuant to 41 CFR 60-2.17(b) and to attain established goals and objectives, as required by 41 CFR 60-2.17(c). Specifically, UEG Inc failed to develop and execute an action-oriented program in order to correct the underutilization of females in job group 3.

REMEDY: UEG Inc agrees to develop and execute action-oriented programs designed to correct any problem areas identified pursuant to 41 CFR 60-2.17(b) and to attain established goals and objectives, as required by 41 CFR 60-2.17(c).

- 2. **VIOLATION:** During the period October 1, 2021 through September 30, 2022, UEG Inc failed to maintain and/or have available records showing the gender, race, and

ethnicity of each applicant or Internet Applicant as required by 41 CFR 60-1.12(c). Specifically, UEG Inc failed to keep applicant records.

REMEDY: UEG Inc agrees to maintain and/or have available records showing the gender, race, and ethnicity of each employee; and where possible, the gender, race, and ethnicity of each applicant or Internet Applicant as defined in 41 CFR 60-1.3, as required by 41 CFR 60-1.12(c).

3. **VIOLATION:** During the period October 1, 2021 through September 30, 2022, UEG Inc failed to keep and preserve complete and accurate personnel and employment records, in violation of 41 CFR 60-741.80. Specifically, UEG Inc failed to keep applicant records as specified in 60-741.80(b) for three years.

REMEDY: UEG Inc agrees to keep and preserve complete and accurate personnel and employment records, in accordance with 41 CFR 60-741.80, and agrees to 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.

4. **VIOLATION:** During the period October 1, 2021 through September 30, 2022, UEG Inc failed to document and maintain the required data pertaining to applicants, in violation of 41 CFR 60-741.44(k).

REMEDY: UEG Inc agrees to 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 60-741.44(k): The number of applicants who self-identified as individuals with disabilities, or who are otherwise known to be individuals with disabilities; The total number of job openings and total number of jobs filled; The total number of applicants for all jobs; The number of applicants with disabilities hired; and The total number of applicants hired.

5. **VIOLATION:** During the period October 1, 2021 through September 30, 2022, UEG Inc failed to conduct outreach and recruitment in order to identify and recruit qualified individuals with disabilities. As a result, UEG Inc was unable to 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: UEG Inc agrees to engage in and 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 UEG Inc 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).

6. **VIOLATION:** during the period October 1, 2021 through September 30, 2022, UEG Inc failed to document and maintain the required data pertaining to applicants, in violation of 41 CFR 60-300.44(k).

REMEDY: UEG Inc agrees to 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.

7. **VIOLATION:** During the period October 1, 2021 through September 30, 2022, UEG Inc failed to establish the hiring benchmark, as required in 41 CFR 60-300.45(c).

REMEDY: UEG Inc agrees to establish a hiring benchmark for each of its establishments, on an annual basis, using one of the two methods prescribed in 41 CFR 60-300.45(b). UEG Inc must document its hiring benchmark, and, if UEG Inc sets its benchmark using the five-factor approach described in 41 CFR 60-300.45(b)(2), it agrees to also document each factor that it considered in establishing its benchmark and the relative significance it accorded to each one. UEG Inc must retain these records for three years, as required by 41 CFR 60-300.45(c).

8. **VIOLATION:** During the period October 1, 2021 through September 30, 2022, UEG Inc failed to conduct outreach and recruitment in order to identify and recruit protected veterans. As a result, UEG Inc was unable to 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 41 CFR 60-300.44(f)(3).

REMEDY: UEG Inc agrees to engage in and 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 UEG Inc 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.** Contractor 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. Contractor will retain the records until this Agreement expires or for the time period consistent with regulatory requirements, whichever is later.

2. Contractor Reports.

UEG Inc 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 October 31, 2023 covering the period of Effective Date through September 30, 2023.

Documentation of:

- i. Action-oriented programs developed where problem areas are found;
- ii. Evidence of outreach efforts made in order to recruit qualified females where underutilization exists;
- iii. An applicant flow log for all hires that includes name or applicant number, race, gender, date of application, job title applied to, and disposition of each applicant;
- iv. Section 503 data collection analysis;
- v. Evidence of outreach efforts made in order to identify and recruit qualified individuals with disabilities;
- vi. Evaluation of each outreach and recruitment effort it took to recruit qualified individuals with disabilities;
- vii. Evaluation of the totality of outreach and recruitment efforts to recruit qualified individuals with disabilities
- viii. VEVRAA data collection analysis;
- ix. VEVRAA hiring benchmark;
- x. Evidence of outreach efforts made in order to recruit protected veterans;
- xi. Evaluation of each outreach and recruitment effort it took to recruit qualified protected veterans;
- xii. Evaluation of the totality of outreach and recruitment efforts to recruit qualified protected veterans;

- b. Progress Report 2: Due on October 31, 2024 covering the period of October 1, 2023 through September 30, 2024.

Documentation of:

- i. Action-oriented programs developed where problem areas are found;
- ii. Evidence of outreach efforts made in order to recruit qualified females where underutilization exists;
- iii. An applicant flow log for all hires that includes name or applicant number, race, gender, date of application, job title applied to, and disposition of each applicant;
- iv. Section 503 data collection analysis;
- v. Evidence of outreach efforts made in order to identify and recruit qualified individuals with disabilities;
- vi. Evaluation of each outreach and recruitment effort it took to recruit qualified individuals with disabilities;
- vii. Evaluation of the totality of outreach and recruitment efforts to recruit qualified individuals with disabilities
- viii. VEVRAA data collection analysis;
- ix. VEVRAA hiring benchmark;
- x. Evidence of outreach efforts made in order to recruit protected veterans;
- xi. Evaluation of each outreach and recruitment effort it took to recruit qualified protected veterans;
- xii. Evaluation of the totality of outreach and recruitment efforts to recruit qualified protected veterans;

UEG Inc will submit reports to Marvin Jordan, Director, Phoenix District Office, via email at (b) (7)(C), (b) (6)@dol.gov. UEG Inc 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 UEG Inc provides in accordance with this Agreement are trade secrets, commercial, and/or financial in nature, and customarily kept private or closely-held, and UEG Inc believes should remain confidential under Exemption 4 of the Freedom of Information Act (FOIA) in the event of a FOIA request, UEG Inc will provide such reports to OFCCP marked as "Confidential". In the event of a FOIA request, OFCCP will promptly notify UEG Inc of the FOIA request and provide Contractor 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 UEG Inc's final progress report as set forth in Section II,

Paragraph 9 above. If OFCCP fails to notify UEG Inc in writing within sixty (60) days of the date of the final progress report that UEG Inc 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 UEG Inc within the allotted time that it has not fulfilled all of its obligations, this Agreement is automatically extended until the date that OFCCP determines UEG Inc has met all of its obligations under the Agreement.

V. SIGNATURES

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

This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and UEG Inc, Route 2-A Lot No 439-1-2 Mari, Sumay Agat, Guam.

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

LEROY MOORE
President
UEG Inc
Route 2-A Lot No 439-1-2 Mari
Sumay Agat, Guam 96928

DATE: 3/23/23

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

MARVIN R. JORDAN
Director
Phoenix District Office
Pacific Region

DATE: 03/23/2023