

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

**I. Preliminary Statement**

The Office of Federal Contract Compliance Programs (OFCCP) evaluated the Eurofins Viracor, LLC (Eurofins Viracor) establishment located at 18000 W 99th St., Lenexa KS 66219, beginning on September 15, 2022. OFCCP found that Eurofins Viracor failed to comply with Executive Order 11246, as amended (E.O. 11246 or the Executive Order), and the respective implementing regulations at 41 CFR Part 60-1.

OFCCP notified Eurofins Viracor of the specific violations and the corrective actions required in a Notice of Violation (NOV) issued on August 7, 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 Eurofins Viracor enter into this Conciliation Agreement (Agreement), and the parties agree to all the terms therein.

**II. General Terms and Conditions**

1. In exchange for Eurofins Viracor's fulfillment of all its obligations in this Agreement, OFCCP will not institute administrative or judicial enforcement proceedings under E.O. 11246 based on the violations alleged in the NOV. However, OFCCP retains the right to initiate legal proceedings to enforce this Agreement if Eurofins Viracor 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 Eurofins Viracor'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. Eurofins Viracor 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 Eurofins Viracor 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. Eurofins Viracor 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 Eurofins Viracor submits its final progress report required in Section IV, below, unless OFCCP notifies Eurofins Viracor in writing before the expiration date that Eurofins Viracor 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 Eurofins Viracor has met all of its obligations under the Agreement.
10. If Eurofins Viracor violates this Agreement:
  - a. The procedures at 41 C.F.R. 60-1.34 will govern:
    - i. OFCCP will send Eurofins Viracor a written notice stating the alleged violations and summarizing any supporting evidence.
    - ii. Eurofins Viracor 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 Eurofins Viracor 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 Eurofins Viracor, 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. Eurofins Viracor may be subject to the sanctions set forth in Section 209 of the Executive Order, 41 C.F.R. 60-1.27 and/or other appropriate relief for violating this Agreement.
11. Eurofins Viracor does not admit any violation of the Executive Order 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 OFCCP.
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:** Eurofins Viracor failed to submit an acceptable job group analysis as described in 41 CFR 60-2.12. Specifically, the job group analysis failed to combine job titles with similar content, wage rates, and opportunities.

**REMEDY:** Eurofins Viracor will develop and include in the AAP a job group analysis that combines job titles at the establishment with similar content, opportunities, and wage rates, as required by 41 CFR 60-2.10(b)(1)(ii) and 41 CFR 60-2.12.

2. **VIOLATION:** Eurofins Viracor’s AAP failed to separately state the correct percentage of minorities and the correct percentage of women it employs in each job group established, as required by 41 CFR 60- 2.13, pursuant to 41 CFR 60-2.12.

**REMEDY:** Eurofins Viracor will include in the AAP the percentage of minorities and the percentage of women it employs in each correctly formulated job group established, as required by 41 CFR 60-2.10(b)(1)(iii) and 41 CFR 60-2.13, pursuant to 41 CFR 60-2.12.

3. **VIOLATION:** Eurofins Viracor failed to determine minority and female availability in accordance with 41 CFR 60-2.14. Specifically, Eurofins Viracor failed to separately determine the availability of minorities and women for each job group.

**REMEDY:** Eurofins Viracor will determine minority and female availability in accordance with 41 CFR 60-2.14. Specifically, Eurofins Viracor will separately determine the availability of minorities and women for each job group; consider at least the following factors when determining availability: the percentage of minorities or women with requisite skills in the reasonable recruitment area; the percentage of minorities or women among those promotable, transferable, and trainable within Eurofins Viracor workforce; use the most current and discrete statistical information available to derive availability figures; draw its reasonable recruitment areas in such a way as to not exclude minorities and women; identify the reasonable recruitment area for each job group, with a brief explanation of the rationale for selection of that recruitment area; define the pool of promotable, transferrable, and trainable employees in such a way as to not exclude minorities or women; identify the pool of promotable, transferable, and trainable employees for each job group, with a brief explanation of the rationale for selection of that pool; calculate a composite availability figure for each job group composed of job titles with different availability figures, as required by 41 CFR 60-2.10(b)(1)(iv) and 41 CFR 60-2.14.

4. **VIOLATION:** Eurofins Viracor failed to compare the percentage of minorities and women in each job group with the minority and female availability for those job groups, as required by 41 CFR 60-2.15.

**REMEDY:** Eurofins Viracor will include in the AAP the comparison of minority and female incumbency in each correctly formulated job group with the minority and female availability for those job groups, as required by 41 CFR 60-2.10(b)(1)(v) and 41 CFR 60-2.15.

5. **VIOLATION:** Eurofins Viracor failed to establish placement goals based on a comparison of the percentage of minorities and women in each correctly formulated job group with the minority and female availability for those job groups, as required by 41 CFR 60-2.16.

**REMEDY:** Eurofins Viracor will establish and include in the AAP minority and female placement goals, in each correctly formulated job group, as required by 41 CFR 60-2.10(b)(1)(vi) and 41 CFR 60-2.16.

6. **VIOLATION:** During the period January 1, 2021 through June 30, 2022, Eurofins Viracor failed to perform in-depth analyses of its total employment process to determine whether and where impediments to equal employment opportunity exists, as required by 41 CFR 60-2.17(b). Specifically, Eurofins Viracor failed to design and implement Identification of Problem Areas based on accurate job title placement in the job group analysis in personnel activity data, promotions, terminations, and

compensation.

**REMEDY:** Eurofins Viracor will perform in-depth analyses of its total employment process to determine whether and where impediments to equal employment opportunity exists, as required by 41 CFR 60-2.10(b)(2)(ii) and 41 CFR 60-2.17(b). Specifically, Eurofins Viracor will analyze and correct known deficiencies and maintain accurate snapshot data and accurate job groups relating to personnel activity, promotions, terminations, and compensation data.

7. **VIOLATION:** During the period January 1, 2021 through June 30, 2022, Eurofins Viracor 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, Eurofins Viracor failed to demonstrate that it has made good faith efforts to remove identified barriers, expand employment opportunities, and produce measurable results.

**REMEDY:** Eurofins Viracor will 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, Eurofins Viracor will develop and execute action-oriented programs designed to correct any problem areas based on correctly formulated job groups as required by 41 CFR 60-2.10(b)(2)(iii) and 41 CFR 60-2.17(c), pursuant to 41 CFR 60-2.17(b).

8. **VIOLATION:** During the period January 1, 2021 through June 30, 2022, Eurofins Viracor failed to develop and implement an internal audit and reporting system that periodically measures the effectiveness of its total affirmative action program, as required by 41 CFR 60-2.17(d). Specifically, Eurofins Viracor failed to develop and implement an internal audit and reporting system that periodically measures the effectiveness of its total affirmative action program based on misplaced job titles within job groups.

**REMEDY:** Eurofins Viracor will develop and implement an internal audit and reporting system that periodically measures the effectiveness of its total affirmative action program based on correctly formulated job groups, as required by 41 CFR 60-2.10(b)(2)(iv) and 41 CFR 60-2.17(d).

#### **IV. OFCCP Monitoring Period**

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

2. **Eurofins Viracor Reports.**

Eurofins Viracor 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 March 1, 2024, covering the period of January 1, 2023, through December 31, 2023.

- a. Documentation showing that Eurofins Viracor has developed and included in the AAP a job group analysis that combines job titles at the establishment with similar content, opportunities, and wage rates, as required by 41 CFR 60-2.10(b)(1)(ii) and 41 CFR 60-2.12;
- b. Documentation showing that Eurofins Viracor has developed and included in the AAP the percentage of minorities and the percentage of women it employs in each job group established pursuant to 41 CFR 60-2.12, as required by 41 CFR 60-2.10(b)(1)(iii) and 41 CFR 60-2.13;
- c. Documentation showing that Eurofins Viracor has developed and included in the AAP a determination of minority and female availability that considers the factors given in 41 CFR 60-2.14(c)(1) and (c)(2) and 41 CFR 60-2.12, as required by 41 CFR 60-2.10(b)(1)(iv);
- d. Documentation showing that Eurofins Viracor developed and included in the AAP the comparison of minority and female incumbency in each job group with the minority and female availability for those job groups, as required by 41 CFR 60-2.10(b)(1)(v) and 41 CFR 60-2.15;
- e. Documentation showing that Eurofins Viracor established and included in the AAP minority and female placement goals for those job groups, as required by 41 CFR 60-2.10(b)(1)(vi) and 41 CFR 60-2.16;
- f. A description of the internal audit and reporting systems put into place by Eurofins Viracor for monitoring its equal employment opportunity progress and affirmative action program (AAP) effectiveness, as required by 41 CFR 60-2.17;
- g. Data on employment activity (applicants, hires, promotions, and terminations) by job group or job title identified by gender and race/ethnicity. Eurofins Viracor should present this data by job group (as defined in your AAP) or by job title.
  - Applicants: For each job group or job title, this analysis must consist of the total number of applicants identified by gender and by race/ethnicity. For each job group or job title, applicants for whom race and/or gender is not known should be included in the data submitted. However, if some of Eurofins Viracor job groups or job titles (most commonly, entry-level) are filled from

the same applicant pool, Eurofins Viracor may consolidate its applicant data for those job groups or titles. For example, where applicants expressly apply for or would qualify for a broad spectrum of jobs (such as “Production,” “Office,” etc.) that includes several job groups, Eurofins Viracor may consolidate applicant data.

- Hires: For each job group or job title, this analysis must consist of the total number of hires identified by gender and race/ethnicity.
  - Promotions: For each job group or job title, provide the total number of promotions by gender and race/ethnicity. Also, include a definition of “promotion” as used by Eurofins Viracor company and the basis on which they were compiled (e.g., promotions to the job group, from and/or within the job group, etc.). If it varies for different segments of Eurofins Viracor’s workforce, please define the term as used for each segment. If Eurofins Viracor present promotions by job title, include the department and job group from which and to which the person(s) was promoted.
  - Terminations: For each job group or job title, provide the total number of employee terminations by gender and race/ethnicity. When presenting terminations by job title, include the department and job group from which the person(s) terminated; and
- h. Employee incumbency data for all employees at the beginning of the reporting period by job group, indicating gender, race and ethnicity for each incumbent.
- i. Employee level compensation data for all employees (including but not limited to full-time, part-time, contract, per diem or day labor, and temporary employees) as of the date of the organizational display or workforce analysis. Provide gender and race/ethnicity information and hire date for each employee as well as job title, EEO-1 Category and job group in a single file. If the requested data is maintained in an electronic format, please provide it electronically. For all employees, compensation includes base salary and or wage rate, and hours worked in a typical workweek. Other compensation or adjustments to salary such as bonuses, incentives, commissions, merit increases, locality pay, or overtime should be identified separately for each employee.

Eurofins Viracor will submit reports to Assistant District Director Tanya Bennett, 2 Hopkins Plaza, Suite 600, Baltimore, Maryland 21201, (b) (6), (b) (7)(C)@dol.gov. Eurofins Viracor 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 Eurofins Viracor provides in accordance with this Agreement are trade secrets, commercial, and/or financial in nature, and customarily kept private or closely-held, and Eurofins Viracor believes should remain confidential under Exemption 4 of the Freedom of Information Act (FOIA) in the event of a FOIA request, Eurofins Viracor will provide such reports to OFCCP marked as “Confidential”. In the event of a

FOIA request, OFCCP will promptly notify Eurofins Viracor of the FOIA request and provide Eurofins Viracor 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 Eurofins Viracor's final progress report as set forth in Section II, Paragraph 9 above. If OFCCP fails to notify Eurofins Viracor in writing within sixty (60) days of the date of the final progress report that Eurofins Viracor 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 Eurofins Viracor within the allotted time that it has not fulfilled all of its obligations, this Agreement is automatically extended until the date that OFCCP determines Eurofins Viracor has met all of its obligations under the Agreement or OFCCP determines that Eurofins Viracor is in violation of the Agreement, at which point the procedures at 41 C.F.R. 60-1.32 will govern.

## V. SIGNATURES

The person signing this Agreement on behalf of Eurofins Viracor personally warrants that they are fully authorized to do so, that Eurofins Viracor has entered into this Agreement voluntarily and with full knowledge of its effect, and that execution of this Agreement is fully binding on Eurofins Viracor.

This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and Eurofins Viracor, LLC, 18000 W 99th St., Lenexa KS 66219.

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

Michelle Altrich  
President  
Eurofins Viracor, LLC

DATE: 27-Sep-2023



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

Kimberlyn Love  
District Director  
Baltimore District Office

DATE: 9/28/2023

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

Tanya Bennett  
Assistant District Director  
Baltimore District Office

DATE: September 27, 2023

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

Compliance Officer  
Baltimore District Office

DATE: September 27, 2023