

Conciliation Agreement
Between the
U.S. Department of Labor Office of Federal Contract Compliance Programs
And
Eurofins Lancaster Laboratories Environment Testing, LLC

I. Preliminary Statement

The Office of Federal Contract Compliance Programs (OFCCP) evaluated the Eurofins Lancaster Laboratories Environment Testing, LLC (Eurofins) establishment located at 2425 New Holland Pike, Lancaster, PA 17601-5946, beginning on July 9, 2020. OFCCP found that Eurofins 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 Code of Federal Regulations (CFR) Parts 60-1, 60-2, 60-3, 60-300, and 60-741.

In the interest of resolving the violations without engaging in further legal proceedings and in exchange for sufficient and valuable consideration described in this document, OFCCP and Eurofins enter into this Conciliation Agreement (Agreement) and its attachments, and the parties agree to all the terms therein.

The attachments to this Agreement are deemed incorporated into this Agreement.

II. General Terms and Conditions

1. In exchange for Eurofins' 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. However, OFCCP retains the right to initiate legal proceedings to enforce this Agreement if Eurofins violates any provision of this Agreement, as set forth in Paragraph 11, below. Nothing in this Agreement precludes OFCCP from initiating enforcement proceedings based on future compliance evaluations or complaint investigations.
2. OFCCP may review Eurofins' 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 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 it requests, including those specified in this Agreement.
3. Nothing in this Agreement relieves Eurofins 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 and OFCCP agree that any release of claims required by this Agreement will only pertain to claims under E.O. 11246, Section 503, and/or VEVRAA.
5. Eurofins 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.
6. The parties understand the terms of this Agreement and enter into it voluntarily.
7. This Agreement, including its attachments, 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.
8. This Agreement becomes effective on the day it is signed by the Regional Director (Effective Date).
9. If one or more provisions of this Agreement is deemed unlawful or unenforceable, the remaining provisions will remain in full force and effect.
10. This Agreement will expire sixty (60) days after Eurofins submits its final progress report required in Section VIII, below, unless OFCCP notifies Eurofins in writing before the expiration date that Eurofins has failed to fulfill all its obligations under the Agreement. In this instance, the Agreement is automatically extended until the date that OFCCP determines that Eurofins has met all of its obligations under the Agreement.
11. If Eurofins violates this Agreement:
 - a. The procedures at 41 C.F.R. 60-1.34, 41 C.F.R. 60-300. 63 (2014) and/or 41 C.F.R. 60-741.63 (2014) will govern:
 - i. OFCCP will send Eurofins a written notice stating the alleged violations and summarizing any supporting evidence.
 - ii. Eurofins 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 is unable to demonstrate that it has not violated the Agreement, or if OFCCP's 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, 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 agreed to in the Agreement.
 - b. Eurofins 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 (2014), or 41 C.F.R. 60-300.66 (2014), and/or other appropriate relief for violating this Agreement.
- 12. Eurofins denies any violation of the Executive Order, Section 503 or VEVRAA, nor has there been an adjudication on the merits regarding any such violation.
- 13. OFCCP may seek enforcement of this Agreement itself and is not required to present proof of any underlying violations resolved by this Agreement.
- 14. 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.
- 15. Each party shall bear its own fees and expenses with respect to this matter.
- 16. 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.
- 17. All references to “days” in this Agreement, and in the Timeline included as Attachment B, 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. Alleged Violation

OFCCP preliminarily found that Eurofins is not in compliance with the nondiscrimination requirements of the equal opportunity clause of E.O. 11246 section 202 and 41 C.F.R. § 60-1.4(a)(1). OFCCP identified a statistically significant disparity (equivalent to a shortfall of five (5)), not otherwise explained, in the hiring of Asian Associate Scientist applicants on the basis of their race.

IV. Financial Remedy

Eurofins will pay \$77,000.00 (\$71,139.07 in back pay and \$5,860.93 in interest) to resolve the specific violation set forth above.

1. Allocation

- a. **Total Amount to be Allocated.** The back pay and interest amount of the Settlement Fund, will be distributed among the eligible applicants or employees as explained in this Section. Individual shares will include appropriate deductions for each individual's share of payroll deductions required by law on the portion representing back pay only, such as federal (FICA/Federal Unemployment Tax Act (FUTA)), state or local insurance premiums or taxes.
- b. **Affected Applicants Eligible to Receive Payments.** The Settlement Fund will be distributed to all Affected Applicants (identified in Attachment A) who timely respond to the Notice Process as explained below, and whose eligibility is verified (hereinafter, Eligible Applicants). These individuals will be listed on the Final List of Eligible Applicants (Final List). The process of determining the Final List is explained below under Notice Process. OFCCP will determine the final amount for each Eligible Applicant based on the formula or other terms provided in this Agreement. All Eligible Applicants who comply with the obligations set forth in this agreement are entitled to their share of the monetary settlement regardless of whether they are currently interested in employment with Eurofins.
- c. **Payments to Eligible Applicants.** OFCCP will provide Eurofins a list of the payment amount for each Eligible Applicant on the Final List by the date set forth on the Timeline. Eurofins will issue checks or make electronic payments to each Eligible Applicant in the stated amount, along with appropriate tax reporting forms (such as W-2 and Internal Revenue Service (IRS) Form 1099) by the date set forth on the Timeline. OFCCP will receive timely documentation of all payments made and any payments returned undelivered, or any checks not cashed, as set forth on the Timeline. Any check that remains uncashed 180 days after the initial date the check was mailed to the Eligible Applicant will be void. With respect to any uncashed funds, Eurofins will make a second distribution, in equal amounts, to all Eligible Applicants who cashed their first check if the amount of such remaining unclaimed funds would result in payment of \$30.00 or more (before adjustments) to each such Eligible Applicant.
- e. **Tax Payments, Forms and Reporting.** Eurofins will pay the Eurofins's share of social security withholdings, and any other tax payments required by law from additional funds separate from the Settlement Fund. Eurofins shall mail to each Eligible Applicant an IRS Form W-2 for that portion of the payment representing back pay and an IRS Form 1099 for that portion of the payment representing interest. These IRS forms will be provided to the Eligible Applicants either at the time of payment, electronically or with the settlement checks, or at the end of the year. No Eligible Applicant will be required to complete a W-4 or W-9 in order to receive payments under this settlement.

2. Notice Process

- a. **OFCCP and Eurofins Obligations under the Notice Process.** The Notice Process set forth in this agreement is intended to provide Affected Applicants a meaningful opportunity to understand their rights and obligations and act on them in a timely manner. As specified in the Timeline and as otherwise necessary to fulfill this Agreement, Eurofins and OFCCP will regularly meet and confer in person, by phone and/or by email on the notice process to determine how best to carry out the Notice provisions of this Agreement, and to decide whether any activity, deadline or document should be modified. OFCCP and Eurofins agree not to unreasonably withhold consent to reasonable modifications proposed by either party.
- b. **Notice Documents.** Eurofins will distribute Notice Documents to Affected Applicants identified in Attachment A consistent with the sample Notice Documents contained in Attachment C. The Notice Documents may include a Notice, Release of Claims, and Information Verification and Employment Interest Forms. The Notice Documents may also include other materials such as standard OFCCP or U.S. Department of Labor materials, instructions or a cover sheet, job applications, or other information that better enables Affected Applicants to understand their rights and obligations and act on them in a timely manner. The Notice Documents will make clear the information about the settlement is being provided by or on behalf of the U.S. Department of Labor. As specified in the Timeline and as otherwise necessary to fulfill this Agreement, the parties will meet and confer on any reasonable modifications of the sample Notice Documents or additions to the materials distributed by Eurofins, if proposed by either party.
- c. **Timeline.** Attachment B sets forth the agreed Timeline for Notice and for the parties' other obligations under this Agreement. The parties will meet and confer on any reasonable modifications to the Timeline proposed by either party.
- d. **Distribution of Mail Notice and Release to Affected Applicants.** Eurofins will provide the initial notice, Release of Claims, and Information Verification and Employment Interest Forms by regular first-class mail. Eurofins will send copies of all of the Notice Documents as defined above, including a postage-paid return envelope, by first class mail to the best available mailing address for each Affected Applicant, by the date set forth in the Timeline. If envelopes from the initial mail notice are returned with forwarding addresses, Eurofins will re-mail the Notice Documents within five (5) business days of receipt of the forwarding address.

Based on the response to the initial mail notice, the parties will meet and confer by the date set forth in the Timeline to assess the results of the initial mail notice and to ensure that the second round of mail notice maximizes the potential response rate. A second mail notice will be sent to Affected Applicants with valid addresses who fail to respond to the first mail notice unless the parties agree otherwise.

- e. **Distribution of Notice by Other Means.** Eurofins shall work with the OFCCP to develop a recommended plan for Notice by other means in addition to first class mail.

- f. **Notice Deadline.** The final deadline for any Affected Applicant to respond to the Notice is set forth in the Timeline. The parties will prominently display this deadline on all materials they distribute in paper or online form regarding this Agreement and explain that failure to respond by this deadline will result in a forfeiture of any relief provided by this Agreement.
- g. **Technical Assistance.** The parties will timely respond to any inquiries from Affected Applicants using information consistent with this Agreement and the Notice Documents and will document all inquiries and the result. OFCCP will provide contact information for individuals to contact OFCCP regarding this Agreement. The parties will prominently display this contact information on all materials they distribute in paper or online form regarding this Agreement. Eurofins will provide OFCCP contact information to any Affected Applicant with questions or concerns.
- h. **Exchange of Information Regarding Affected Applicants.** Eurofins and OFCCP will timely exchange information regarding Affected Applicants, including updated contact information and the results of any technical assistance provided.
- i. **Final List of Eligible Applicants.** The Final List will include all Affected Applicants who timely respond to the Notice by the deadline set forth in the Timeline and whose eligibility is verified by OFCCP. The parties will establish the Final List by the date set forth in the Timeline. The parties will meet and confer on any outstanding issues or questions regarding the Final List. Either party may identify potentially eligible Applicants who may have been erroneously excluded from the original or any subsequent list. OFCCP shall make the final determinations of eligibility but will make every effort to negotiate in good faith to resolve any dispute about the Final List. Eurofins will provide to OFCCP any information necessary to determine the Final List.
- j. **Documentation of Payments.** By the deadline set forth in the Timeline, Eurofins will provide OFCCP with copies of cancelled checks or electronic documentation of all payments to Eligible Applicants, including the amounts paid, the date payment was sent, the date payment was received, or the check cashed, and any uncashed or returned checks. In the event of a second distribution, Eurofins will provide a similar documentation on the second distribution.
- k. **Eurofins's Expenses.** Eurofins will pay all expenses associated with carrying out its duties pursuant to this Section, from funds separate and apart from the amount designated in this Agreement for the Settlement.

V. Additional Individual Relief

1. Job Opportunities

- a. **Description of Job Opportunities.** As vacancies occur in the Associate Scientist job title, Eurofins shall make bona fide job offers with retroactive seniority (meaning

adjusting hire date for purposes of PTO accrual and determining severance payments under Eurofins' severance plan) to Eligible Applicants who have (1) expressed interest in employment using the Information Verification and Employment Interest form; (2) are eligible to work in the United States; (3) pass Eurofins' standard employment background check process applicable to all applicants; (4) except as specified in the next paragraph, report-to-work on the premises at Eurofin's facility located at 2425 New Holland Pike, Lancaster, PA 17601 and are ready, willing and able to work all of the required shift hours for the vacant position on these premises by no later than fourteen (14) days after the date the written job offer is accepted; and (5) who are not currently employed in the job at issue by Eurofins, until five (5) are hired or the list of Eligible Applicants is exhausted, whichever comes first. Until that time, the Eligible Applicants will have priority over all other candidates for hire into Associate Scientist job title (or any renamed job title for this position). As vacancies occur in the Associate Scientist job title, Eurofins shall contact the Eligible Applicants with a written job offer in the order in which they submitted their Information Verification and Employee Interest Form and Release of Claims Form, or, if the Forms were received on the same day, in the order of their original application date.

The Eligible Applicant must report to work on the day as per the terms specified in the paragraph above or provide Eurofins notice of good cause for their absence on or before that date. If good cause is provided, the Eligible Applicant must report to work, as per the provisions above, within five (5) days of the original designated start date. Otherwise, Eurofins may withdraw the job offer and shall be under no obligation to hire the Eligible Applicant under this Agreement but remains obligated to hire until five (5) Associate Scientist positions are filled or the list of Eligible Applicants is exhausted, whichever comes first.

Eurofins agrees to pay Eligible Applicants hired under this provision at least the current entry level wage based on applicants' qualifications for Associate Scientist positions and provide all regular and on-the-job training currently provided to employees in that position.

- b. **Reporting.** Eurofins will document the job offers and hires, including job offers made, reasons for rejection, and Eligible Applicants hired and terminated during the monitoring period as set forth in Section VIII, OFCCP Monitoring Period, below.

VI. Enhanced Compliance Provisions

1. **Review of Selection Procedures.** Eurofins will evaluate its selection procedures for Job Group 20 – Professionals to ensure that they do not result in unlawful discrimination. Specifically, Eurofins will evaluate its hiring process for Job Group 20 – Professionals to ensure equal access to opportunities for all eligible and willing applicants and employees, regardless of sex, sexual orientation, gender identity, race/ethnicity, color, national origin, and/or religion, as required by Executive Order 11246, as amended. Eurofins will endeavor to provide greater transparency with regard to job duties, promotional

opportunities and its pay practices including, but not limited to, initial salary at the time of hire, piece rate opportunities, overtime work, and progression into higher paying positions.

2. **Senior HR Official.** Eurofins will choose a Senior Human Resources Official (“HR Official”), with experience applicable to the industry for the purposes of evaluating its policies, procedures, and practices related to the hiring process for its Job Group 20 – Professionals (or any renamed job group or renamed job titles for positions found in Job Group 20 - Professionals) at its 2425 New Holland Pike, Lancaster, PA 17601-5946 facility (hereinafter “Lancaster Facility”) to ensure that hiring decisions are made without regard to the protected status of applicants.

The HR Official will evaluate the policies and procedures Eurofins currently uses to hire and compensate individuals in Job Group 20 – Professional positions. The HR Official will conduct an on-site visit to the work location and use professional standards for job analysis to gain an understanding of the jobs and applicable policies. The HR Official will thoroughly evaluate the interview process and applicant tracking system, including:

- a. Within sixty (60) days after the Effective Date of this Agreement, the HR Official will submit to Eurofins and OFCCP a proposal that describes the methodology to be used in the evaluation. Upon receipt of the proposal, Eurofins and OFCCP will negotiate in good faith any amendments thereto.

The proposal will estimate the time necessary to conduct a comprehensive evaluation of Eurofins’s hiring practices and write a report containing the HR Official’s findings and recommendations. The proposal will outline provisions for the implementation and effectiveness of the HR Official’s recommendations. The evaluation and recommendations will cover the following areas:

- i. Procedures to recruit, screen, interview, select, reject, and hire applicants for Job Group 20 – Professionals positions (or any renamed job group or renamed job titles for positions found in Job Group 20 - Professionals) without regard to race/ethnicity, sex, sexual orientation, gender identity, color, national origin, and religion in compliance with Executive Order 11246, as amended.
- ii. Evaluation of recruitment efforts (methods and sources) for Job Group 20 – Professionals and recommendations for additional strategies to increase the representation of qualified Asian applicants.
- iii. Procedures to limit subjectivity and implicit bias in the hiring process, including identifying objective qualifications and criteria to be used to select and/or eliminate from further consideration persons expressing an interest in employment at each step of the hiring process (i.e., application screen, interview, post-offer screen, etc.).

- iv. Procedures to ensure that persons expressing an interest in employment are tracked and dispositions are recorded and documented consistently at each step in the hiring process.
 - v. Procedures to ensure that each step of the total hiring process is analyzed and that information on individual components of the process are collected, maintained and available. This will include for example, information on any knockout questions, data management techniques, or artificial intelligence used in the total hiring process.
 - vi. Procedures to ensure that documents are retained in accordance with 41 CFR 60-1.12(a) and Part 60-3.
 - vii. Procedures to train all employees involved in the hiring process on the policies and practices.
 - viii. Procedures to ensure that adverse impact analyses are conducted in accordance with 41 CFR Part 60-3, including an evaluation of the individual components and qualifications, if statistical disparities exist.
- b. Within sixty (60) days of the conclusion of the HR Official's evaluation, Eurofins/the HR Official will submit a report to OFCCP to include the following:
- i. A description of the evaluation conducted by the HR Official.
 - ii. A summary of the HR Official's findings regarding current policies and practices related to recruitment and hiring of Job Group 20 – Professionals.
 - iii. The HR Official's findings and recommendations regarding each of the items set forth in Paragraph 2 above, as well as any other items included in the HR Official's proposal.
 - iv. Any additional recommended actions or revisions to the policies, practices, and procedures for Job Group 20 – Professionals to ensure equal opportunity for all persons expressing an interest in employment.
- c. Within ninety (90) days of concluding the evaluation, Eurofins will train all individuals involved in recruiting, selecting, and tracking applicants for Job Group 20 – Professionals positions on any revisions to its recruitment and selection processes or policies. Within in ten (10) days of completing the training, Eurofins will provide OFCCP with documentation to confirm that the training was completed.

VII. Technical Violations and Remedies

1. **VIOLATION:** During the period January 1, 2019 through December 31, 2019, Eurofins failed to keep and preserve complete and accurate personnel and employment records, in violation of 41 CFR 60-1.12(a) and (e). Specifically, Eurofins failed to keep applicant, testing, interview, hiring or other general personnel or employment records.

REMEDY: Eurofins will keep and preserve complete and accurate personnel and employment records, in accordance with 41 CFR 60-1.12(a) and (e), and will keep and preserve those records for a period of not less than two years from the date of the making of the record or the personnel action, whichever occurs later. However, if Eurofins has a total workforce of 150 or fewer employees or does not have a government contract of at least \$150,000, the minimum record retention period shall be one year from the making of the record or the personnel action, whichever occurs later, as permitted by 41 CFR 60-1.12(a).

2. **VIOLATION:** During the period January 1, 2019 through December 31, 2019, Eurofins failed to disseminate the "Pay Transparency Nondiscrimination Provision," using the language prescribed by the Director of OFCCP, to employees and applicants, as required by 41 CFR 60-1.35(c). Specifically, Eurofins failed to provide evidence of postings of the nondiscrimination provision electronically or in conspicuous places available for employees and applicants.

REMEDY: Eurofins will disseminate the "Pay Transparency Nondiscrimination Provision," using the language prescribed by the Director of OFCCP, to employees and applicants by posting the provision electronically or by posting a copy of the provision in conspicuous places available for employees and applicants; and by incorporating the nondiscrimination provision into existing employee manuals or handbooks, as required by 41 CFR 60-1.35(c). In order to facilitate the implementation of this requirement, OFCCP has created two versions of the nondiscrimination provision which can be found on OFCCP's website.

3. **VIOLATION:** During the period January 1, 2019 through December 31, 2019, Eurofins failed to include the equal opportunity clause for E.O. 11246, VEVRAA, and Section 503 in its subcontracts and/or purchase orders, either directly or by reference, in violation of 41 CFR 60-1.4(a)(c),(d), 60-300.5(a)-(d), and 60-741.5(a)-(d).

REMEDY: Eurofins will include or reference the provisions of the equal opportunity clauses in its subcontracts and purchase orders, as required. If Eurofins incorporates these equal opportunity clauses in its subcontracts and purchase orders by reference, rather than by restating the clauses verbatim, it will incorporate the clauses in the manner prescribed by 41 CFR 60-1.4(d), 60-300.5(d), and 60-741.5(d).

4. **VIOLATION:** During the period January 1, 2019 through December 31, 2019, Eurofins failed to demonstrate that it posts in conspicuous places the notice informing applicants and employees of their EEO rights, as required by 41 CFR 60-1.4(a)(1), 60-300.5(a)9, and 60-741.5(a)4.

REMEDY: Eurofins will post in conspicuous places the notice ("EEO is the Law" Poster and Poster Supplement), informing applicants and employees of their EEO rights, as required by 41 CFR 60-1.4(a)(1), 60-300.5(a)9, and 60-741.5(a)4. Eurofins will ensure that applicants or employees with disabilities or who are disabled veterans are provided the notice in a form that is accessible and understandable to the disabled veteran (e.g., providing Braille or large print versions of the notice, posting the notice for visual accessibility to persons in wheelchairs, providing the notice electronically or on computer disc, or other versions). With respect to employees who do not work at a physical location, Eurofins will satisfy its posting obligations by posting such notices in an electronic format, provided that Eurofins provides computers that can access the electronic posting to such employees, or the contractor has actual knowledge that such employees otherwise are able to access the electronically posted notices. Electronic notices for employees will be posted in a conspicuous location and format on the company's intranet or sent by electronic mail to employees. Finally, an electronic posting will be used by the contractor to notify job applicants of their rights if Eurofins utilizes an electronic application process. Such electronic applicant notice will be conspicuously stored with, or as part of, the electronic application.

5. **VIOLATION:** During the period January 1, 2019 through December 31, 2019, Eurofins failed to demonstrate that in all solicitations or advertisements for employees placed by or on behalf of the contractor, that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin, as required by 41 CFR 60-1.4(a)(2).

REMEDY: Eurofins will state in all solicitations or advertisements for employees placed by or on behalf of the contractor, that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin, as required by 41 CFR 60-1.4(a)(2).

6. **VIOLATION:** During the period January 1, 2019 through December 31, 2019, Eurofins 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 failed to design and implement an internal audit and reporting system to monitor all aspects of personnel activity.

REMEDY: Eurofins will 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 will monitor records of all personnel activity, including applicant and hiring activity at all levels to ensure its nondiscriminatory policy is carried out; require internal reporting on a scheduled basis as to the degree to which equal employment opportunity and organizational objectives are attained; review report results with all levels of management; and advise top management of program effectiveness and submit recommendations to improve unsatisfactory performance.

7. **VIOLATION:** During the period January 1, 2019 to December 31, 2019, Eurofins failed to maintain and have available for inspection records or other information that discloses the impact its tests and other selection procedures had on employment opportunities of persons by identifiable race, sex, or ethnic group, in violation of 41 CFR 60-3.4A and failed to evaluate, by gender, race or ethnic group, the individual components of its selection process for adverse impact for each job that had adverse impact in the total selection process, in violation of 41 CFR 60-34C.

REMEDY: Eurofins will collect, maintain, and have available for inspection records or other information that discloses the impact its tests and other selection procedures has on employment opportunities of persons by identifiable race, sex, or ethnic group as required by 41 CFR 60-3.4A. When the total selection process for a job has an adverse impact, the individual components of the selection process should be evaluated for adverse impact, as required by 41 CFR 60-3.4C.

8. **VIOLATION:** During the period January 1, 2019 through December 31, 2019, Eurofins failed to immediately list all employment openings with either the state workforce agency job bank or a local employment service delivery system serving the location where the openings occurred in violation of 41 CFR 60-300.5(a)2-6.

REMEDY: Eurofins will list all employment openings as they occur with an appropriate employment service delivery system (ESDS) (either the state workforce agency job bank or a local ESDS) where the openings occur, in a manner and format that will allow the ESDS to provide priority referrals of protected veterans to Eurofins, as required by 41 CFR 60-300.5(a)2-6. With its initial listing, and as subsequently needed to update the information, Eurofins will also advise the employment service delivery system that it is a federal contractor that desires priority referrals of protected veterans for job openings at all locations within the state, and provide the employment service delivery system with the name and address of each of its hiring locations within the state and the contact information for the contractor official responsible for hiring at each location, in accordance with 41 CFR 60-300.5(a)4. Should any of the information in the disclosures change since it was last reported to the ESDS, Eurofins shall provide updated information simultaneously with its next job listing.

9. **VIOLATION:** During the period January 1, 2019 through December 31, 2019, Eurofins failed to keep and preserve complete and accurate personnel and employment records, in violation of 41 CFR 60-300.80(a). Specifically, Eurofins failed to keep applicant, testing, interview, hiring or other general personnel or employment records and failed to keep the records specified in 60-300.80(b) for three years.

REMEDY: Eurofins will keep and preserve complete and accurate personnel and employment records, in accordance with 41 CFR 60-300.80(a), and will keep and preserve those records specified in 41 CFR 60-300.80(b) for a period of three years from the date of the making of the record.

10. **VIOLATION:** During the period January 1, 2019 through December 31, 2019, Eurofins failed to keep and preserve complete and accurate personnel and employment records, in violation of 41 CFR 60-741.80(a). Specifically, Eurofins, failed to keep applicant, testing, interview, hiring or other general personnel or employment records and failed to keep the records specified in 60-741.80(b) for three years.

REMEDY: Eurofins will keep and preserve complete and accurate personnel and employment records, in accordance with 41 CFR 60-741.80(a), 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.

VIII. OFCCP Monitoring Period

1. **Recordkeeping.** Eurofins agrees to retain all records relevant to the violations cited in Part III and VII 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 will retain the records until this Agreement expires or for the time period consistent with regulatory requirements, whichever is later.
2. **Eurofins Reports.**
 - a. **Schedule and Instructions.** Eurofins agrees to furnish OFCCP with the following reports during the Monitoring Period according to the following schedule:
 - ii. **Progress Report 1:** The time period for the first report will be January 1, 2023, through June 30, 2023, and the report due date will be August 1, 2023.
 - iii. **Progress Report 2:** The time period for the second report will be July 1, 2023, through December 31, 2023, and the report due date will be January 31, 2024.

Eurofins will submit reports to District Director Brooke Sensenig at 2 Hopkins Plaza, Suite 600, Baltimore, MD 21201 and sensenig.brooke@dol.gov. Eurofins 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 provides in accordance with this agreement are customarily kept private or closely held, and Eurofins believes should remain confidential under Exemption 4 of the Freedom of Information Act (FOIA) in the event of a FOIA request, Eurofins will provide such reports to OFCCP marked as "Confidential". In the event of a FOIA request, OFCCP will treat any such documents received as confidential documents.

- b. **Reports on Job Offers.** In each Progress Report, Eurofins will report on all job offers and hires made to date pursuant to the Agreement until all of the job opportunities for the reviewed establishment are filled or the list of Eligible Applicants expressing interest in the positions is exhausted. This includes:

- i. Documentation of all job offers made to Eligible Applicants, including the names of individuals offered jobs, the date of their application, the date of the offer, the date the offer was accepted or rejected, and the starting pay.
 - ii. Documentation of Eligible Applicants who expressed interest in job offers who did not successfully complete the application process, including the names of these individuals, the date of their application, if any, and the reason Eurofins determined they did not successfully complete the application process. This includes individuals who did not receive job offers because all available positions were filled.
 - iii. Documentation of Eligible Applicants who were hired and terminated during the life of this Agreement and the reason for the termination.
 - iv. Documentation of the number of available positions remaining to be filled and the number of Eligible Applicants still on the list.
 - v. Documentation of the start dates for Eligible Applicants who were hired.
 - vi. If Eurofins has not filled all of the positions specified in this Agreement by the Progress Report date, documentation of the reason this action is not complete and the good faith efforts being taken and planned for the next reporting period to complete it.
 - vii. If Eurofins fails to meet its hiring obligations under this Agreement by the close of the Monitoring Period, OFCCP reserves its rights under Section II, Paragraphs 9 and 10 of this Agreement to extend the monitoring period or to pursue enforcement remedies.
- c. **Reports on Modifications to Personnel Practices.** In each Progress Report, Eurofins or the Consultant will report on all modifications of personnel practices made to date pursuant to the Agreement and provide documentation of its compliance with the remedy provisions of this Agreement. If any of the relevant documents such as job postings or policies have not been modified since being provided during a prior reporting period, a statement to that effect is sufficient.
- d. **Reports on Technical Violations.** In each semi-annual Progress Report, Eurofins will report the following:
- i. Eurofins will submit an applicant flow log that captures for each applicant to the Associate Scientist job title (or any renamed job title for this position) during the time period covered by each Progress Report at Eurofins' 2425 New Holland Pike, Lancaster, PA 17601-5946 facility, the name, race or ethnicity (Hispanic or non-Hispanic), gender, referral source, job title applied for, application date, and if applicable, interview status, interview date, hire date, job title hired into, and/or other disposition. For all applicants not selected, identify the reason for non-

selection. The applicant flow log will also identify the pass/fail stage in the selection process for each applicant;

- ii. For the Associate Scientist job title (or any renamed job title for this position), Eurofins will submit a new hire log identifying for any such applicant who is hired the name, race, ethnicity (Hispanic or non-Hispanic), gender, job title hired into, and the date of hire;
- iii. Documentation to confirm that Eurofins disseminated the “Pay Transparency Nondiscrimination Provision”, using language prescribed by the Director of OFCCP, to employees and applicants, as required by 41 CFR 60-1.35(c);
- iv. Photographic evidence to confirm that Eurofins posted in conspicuous places the notice informing applicants and employees of their EEO rights, as required by 41 CFR 60-1.4(a)(1), 60-300.5(a)9, and 60-741.5(a)4;
- v. Documentation to confirm that Eurofins included or referenced the provisions of the equal opportunity clause for E.O. 11246, VEVRAA, and Section 503 in its subcontracts and/or purchase orders, as required by 41 CFR 60-1.4(a)(c), 41 CFR 60-300.5(a)-(d), and 41 CFR 60-741.5(a)-(d);
- vi. Documentation to confirm that, in all solicitations or advertisements for employees, Eurofins confirms that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin, as required by 41 CFR 60-1.4(a)(2);
- vii. Documentation to confirm that Eurofins developed and implemented an auditing system that periodically measures the effectiveness of its total affirmative action program, as required by 41 C.F.R. § 60-2.17(d);
- viii. Documentation showing that: a) Eurofins listed all employment openings with the appropriate ESDS (either the state workforce agency job bank or a local ESDS) where the openings occurred, in a manner and format that allows the ESDS to provide priority referrals of protected veterans to Eurofins; b) in the first report, documentation that Eurofins advised the appropriate ESDS, with its initial listing, that it is a federal contractor that desires priority referrals of protected veterans for job openings at all locations within the state; and c) in the first report, documentation to confirm that, in its initial listing, Eurofins provided the ESDS with the name and address of each of its hiring locations within the state, and the contact information for the Eurofins official responsible for hiring at each location. Documentation of the above should include copies of the written notification(s) to the ESDS. Should any of the information in the disclosures change since it was last reported to the ESDS, Eurofins shall provide updated information simultaneously with its next job listing. In addition, in each report,

Eurofins will provide copies of all responses received from each ESDS used during the reporting period;

- ix. Documentation showing Eurofins kept and preserved complete and accurate personnel and employment records, in accordance with 41 CFR 60-300.80(a), and kept and preserved those records specified in 41 CFR 60-300.80(b) for a period of three years from the date of the making of the record;
 - x. Documentation showing that Eurofins kept and preserved 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; and
 - xi. As part of progress report #2, Eurofins will conduct an analysis of the total 12-months of applicant to hire data from progress reports #1 and #2 and report the findings of this analysis. This includes but is not limited to a summary of the results of Eurofins' statistical analysis including any adverse statistical findings, as detailed in 41 CFR 60-3.4, and the actions taken to resolve them.
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's final progress report as set forth in Part II, Paragraph 10 above. If OFCCP fails to notify Eurofins in writing within sixty (60) days of the date of the final progress report that Eurofins 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 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 has met all of its obligations under the Agreement.

IX. SIGNATURES

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

This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and Eurofins Lancaster Laboratories Environmental, LLC, 2425 New Holland Pike, Lancaster, PA 17601-5946.



Robert Dempsey

President

Eurofins Lancaster Laboratories Environment Testing, LLC

2425 New Holland Pike

Lancaster, PA 17601-5946

DATE: 08/26/2022



Samuel Maiden

Regional Director

Mid-Atlantic Region

DATE: 08/29/2022



Brooke Senseig

District Director

Baltimore District Office

DATE: 08/26/2022



Tanya Bennett

Assistant District Director

Baltimore District Office

DATE: 08/26/2022



Brian Richardson

Compliance Officer

Baltimore District Office

DATE: 08/26/2022

Attachments:

- A. List of Affected Applicants
- B. Timeline
- C. Notice Documents

Attachment B-Timeline

ACTIVITY	DATE
Eurofins Mails Notice Documents (First Mailing)	09/15/2022
Deadline for Affected Applicants to Reply to Notice	10/15/2022
Eurofins and OFCCP meet to discuss results of initial mail notice and/or Contractor notifies OFCCP of undeliverable mailings and provides OFCCP with a list of individuals who have not responded to the first mailing (name and last known contact information)	10/25/2022
OFCCP Provides Updated Contact Information to Eurofins	11/4/2022
Eurofins Mails Notice Documents (Second Mailing)	11/14/2022
Deadline for Affected Applicants to Reply to Second Notice	12/14/2022
Eurofins Provides List of its Determination of Eligible Applicants	12/29/2022
OFCCP Reviews and Approves Final List and Distribution Amounts	01/13/2023
Eurofins Mails Back Pay Checks	01/28/2023
Eurofins Notifies OFCCP of Any Checks Returned as Undeliverable	02/22/2023
OFCCP Provides Updated Addresses	03/04/2023
Eurofins Mails Back Pay Checks to New Addresses	03/14/2023

ACTIVITY	DATE
Distribution of Remaining Funds to Eligible Applicants	07/22/2023
Eurofins provides OFCCP with copies of cashed checks or electronic documentation from back pay disbursement to Eligible Applicants	08/21/2023

Additional Reporting Requirements

ACTIVITY	DATE
OFCCP is provided with a copy of the Senior HR official's proposal, per Section VI, part 2(a)	60 days from the execution of the Conciliation Agreement
OFCCP is provided with a copy of the Senior HR official's evaluation	60 days from the conclusion of the Senior HR Official's evaluation
Eurofins will train all individuals involved in recruiting, selecting, and tracking applicants for Job Group 20 – Professionals positions	90 days from the conclusion of the Senior HR Official's evaluation
Eurofins will provide OFCCP with documentation to confirm that the training was completed.	10 days after the training is completed
Eurofins will submit its first progress report	08/01/2023
Eurofins will submit its second progress report	01/31/2024

ATTACHMENT C-1

NOTICE TO AFFECTED CLASS

Dear [Name]:

Eurofins Lancaster Laboratories Environmental, LLC (Eurofins) and the Department of Labor's Office of Federal Contract Compliance Programs (OFCCP) have entered into a Conciliation Agreement (Agreement) to remedy the violations of Executive Order 11246 (E.O. 11246), as amended, that OFCCP found during a compliance review of Eurofins' 2425 New Holland Pike, Lancaster, PA facility. OFCCP's preliminary analysis of Eurofins' hiring process and selection procedures revealed that during the period of January 1, 2019, through December 31, 2019, Eurofins discriminated against Asian applicants for Associate Scientist positions. OFCCP found that there was a disparity in the hiring of Associate Scientists based on race. Eurofins has not admitted to any violation of E.O. 11246 and there has not been any adjudicated finding that Eurofins violated any laws. OFCCP and Eurofins entered into the Agreement to resolve the matter without resorting to further legal proceedings. You have been identified as an Asian individual who applied for an Associate Scientist position during that time period but was not hired.

As part of this Agreement, you are eligible to receive a distribution of at least \$3,500, less lawful payroll deductions. Under the terms of this Agreement, it may take up to eight months from the date of this letter before you receive your distribution. In order to be eligible for a payment, you must complete, sign, and return the enclosed Information Verification and Employment Interest Form and Release of Claims Form. You should complete and mail back the form as soon as possible; it *must* be postmarked to the address below no later 30 days after the date this Notice was mailed out (postmarked) for you to be entitled to participate in this settlement:

[Name]
[Position]
[Company]
[Address]
[Email Address]

You may use the enclosed postage-paid return envelope to return the completed and signed Information Verification and Employment Interest Form and Release of Claims Form.

In addition to the monetary distribution, Eurofins will be making job offers for Associate Scientist positions to a limited number of individuals receiving this notification. It is not certain that you will receive a job offer. If you are still interested in employment with Eurofins, please check the appropriate box on the enclosed Information Verification and Employment Interest Form. Those receiving this notice will be considered for Associate Scientist positions in the order that Eurofins receives the Information Verification and Employment Interest Form expressing an interest in employment. All individuals hired pursuant to this Agreement will be provided with retroactive seniority (meaning adjusting hire date for purposes of PTO accrual and

determining severance payments under Eurofins severance plan). If you have any questions you may call [name] at [company] at [phone number], or [email address] or OFCCP Compliance Officer Brian Richardson at (410) 962-6493 or Richardson.Brian@dol.gov. Your call will be returned as soon as possible.

IF YOU FAIL TO COMPLETE AND RETURN THE ENCLOSED DOCUMENTS TO EUROFINS WITHIN 30 DAYS OF THE DATE THE ENVELOPE CONTAINING THIS NOTICE WAS POSTMARKED, YOU WILL NOT BE ELIGIBLE TO RECEIVE A PAYMENT OR TO BE CONSIDERED FOR A JOB OFFER.

Sincerely,

[Name]

Enclosures

Information Verification and Employment Interest Form
Release of Claims Form

ATTACHMENT C-2

INFORMATION VERIFICATION & EMPLOYMENT INTEREST FORM

You must complete this form in order to be eligible for the monetary payment and/or employment opportunities under the terms of the Conciliation Agreement ("Agreement") between Eurofins Lancaster Laboratories Environmental, LLC (Eurofins) and the Department of Labor's Office of Federal Contract Compliance Programs (OFCCP). Please print legibly, except for the signature.

Name: _____

Address: _____

Telephone Nos.: Home: _____ Cell: _____ Work: _____

Email Address: _____

Notify Eurofins at the address below if your address or phone number changes within the next twelve months.

Your Social Security Number (to be used for tax purposes only): _____ - _____ - _____

Please indicate below whether you are currently interested in employment in an Associate Scientist position with Eurofins. If you complete, sign, and return this Information Verification and Employment Interest Form, you remain eligible for the monetary payment whether or not you are interested in employment at this time.

☐ Yes, I am still interested in employment with Eurofins as an Associate Scientist.

☐ No, I am not currently interested in employment with Eurofins as an Associate Scientist.

IF YOU FAIL TO COMPLETE AND RETURN THE ENCLOSED DOCUMENTS TO THE ADDRESS BELOW WITHIN 30 DAYS OF THE DATE THE ENVELOPE CONTAINING THIS NOTICE WAS POSTMARKED, YOU WILL NOT BE ELIGIBLE TO RECEIVE A PAYMENT OR TO BE CONSIDERED FOR A JOB OFFER.

[Name]

[Address]

I, (print name) _____, certify the above is true and correct.

Signature

Date

ATTACHMENT C-3

RELEASE OF CLAIMS UNDER EXECUTIVE ORDER 11246

This Release of Claims under Executive Order 11246 (Release) is a legal document. This document states that in return for Eurofins Lancaster Laboratories Environmental, LLC (Eurofins) paying you money, you agree that you will not file any lawsuit against Eurofins for allegedly violating Executive Order 11246 in connection with its selection procedures for applicants for Associate Scientist positions. It also says that Eurofins does not admit it violated any laws. This Release says you had sufficient time to look at the document, to talk with others about the document, including an attorney if you choose, and that no one pressured you into signing the document. Finally, it says that if you do not sign and return the document by a certain date, you will not receive any money.

In consideration of the payment of at least \$3,500 (less deductions required by law) by Eurofins to me, which I agree is acceptable, I, (print name) _____, agree to the following:

I.

I hereby waive, release and forever discharge Eurofins, its predecessors, successors, related entities, parents, subsidiaries, affiliates and organizations, and its and their shareholders, directors, officers, employees, agents, successors, and assigns, of and from any and all actions, causes of action, damages, liabilities, and claims arising out of or actionable under Executive Order 11246, as amended, which I or my representatives (heirs, executors, administrators, or assigns) have or may have had which relate to my nonselection for employment as an Associate Scientist on the basis of my race at any time through the effective date of this Release. By signing this agreement, I agree that I have been made whole for any claim that could have been brought under Executive Order 11246, as amended, relating to my nonselection with Eurofins through the Effective Date of this Release.

II.

I understand that Eurofins denies that it treated me unlawfully or unfairly in any way and that Eurofins entered into a Conciliation Agreement with the U.S. Department of Labor, Office of Federal Contract Compliance Programs (OFCCP) and agreed to make the payment described above to resolve alleged disparities in hiring and to resolve the matter without further legal proceedings in the compliance review initiated by OFCCP on July 9, 2020. I further agree that the payment of the aforesaid sum by Eurofins to me is not to be construed as an admission of any liability by Eurofins.

III.

I declare that I have read this Release and that I have had a full opportunity to consider and understand its terms and to consult with my advisors and seek legal advice. I further declare that I have decided of my own free will to sign this Release.

IV.

I understand that if I do not sign this Release and return it to Eurofins within 30 days of the date the envelope containing this release was postmarked, I will not be entitled to receive any payment (less deductions required by law) from Eurofins.

IN WITNESS WHEREOF, I have signed this document on this ____ day of _____, 20__.

Signature