

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

**I. Preliminary Statement**

The Office of Federal Contract Compliance Programs ("OFCCP") evaluated the UL LLC establishment located at 14301 SE 1<sup>st</sup> Street, Suite 140, Vancouver, WA 98684, beginning on July 16, 2019. OFCCP found that UL LLC failed to comply with 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 CFR Sections 60-741 and 60-300.

OFCCP notified UL LLC of the specific violations and the corrective actions required in a Notice of Violation issued on January 16, 2020 ("NOV").

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 UL LLC 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 Conciliation Agreement.

**II. General Terms and Conditions**

- A. In exchange for UL LLC's fulfillment of all its obligations in this Agreement, OFCCP will not institute administrative or judicial enforcement proceedings under Section 503 or VEVRAA based on the violations alleged in the NOV. However, OFCCP retains the right to initiate legal proceedings to enforce this Agreement if UL LLC violates any provision of this Agreement, as set forth in paragraph I, below. Nothing in this Agreement precludes OFCCP from initiating enforcement proceedings based on future compliance evaluations or complaint investigations.
- B. OFCCP may review UL LLC'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. UL LLC 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.
- C. Nothing in this Agreement relieves UL LLC of its obligation to fully comply with the requirements of Executive Order 11246, as amended ("E.O. 11246"), Section 503, VEVRAA, their implementing regulations, or other applicable laws requiring non-discrimination or equal employment opportunity through affirmative action.
- D. UL LLC 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.

- E. The parties understand the terms of this Agreement and enter into it voluntarily.
- F. 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.
- G. This Agreement becomes effective on the day it is signed by the District Director (the "In Effect Date").
- H. If one or more provisions of this Agreement is deemed unlawful or unenforceable, the remaining provisions will remain in full force and effect.
- I. This Agreement will expire sixty (60) days after UL LLC submits its final progress report required in Part V, below, unless OFCCP notifies UL LLC in writing before the expiration date that UL LLC 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 UL LLC has met all of its obligations under the Agreement.
- J. If UL LLC violates this Agreement:
1. 41 CFR 60-300.63 and 41 CFR 60-741.63 will govern:
    - i. OFCCP will send UL LLC a written notice stating the alleged violations and summarizing any supporting evidence.
    - ii. UL LLC shall have 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 UL LLC 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.
  2. UL LLC may be subject to the sanctions set forth in 41 CFR 60-741.66, and 41 CFR 60-300.66, and/or other appropriate relief for violating this Agreement.
- K. UL LLC neither admits nor denies any violation of the Executive Order, Section 503 or VEVRAA, nor has there been an adjudication on the merits regarding any such violation.
- L. OFCCP may seek enforcement of this Agreement itself and is not required to present proof of any underlying violations resolved by this Agreement.
- M. 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.
- N. Each party shall bear its own fees and expenses with respect to this matter.

- O. 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.
- P. All references to "days" in this Agreement, and in the Timeline included as Attachment C, 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. Violations

1. **VIOLATION:** During the period January 1, 2018 through June 30, 2019, UL LLC failed to undertake appropriate outreach and positive recruitment activities that were reasonably designed to effectively recruit protected veterans, in violation of 41 CFR 60-300.44(f)(1)(i). Specifically, UL LLC did not conduct any outreach and positive recruitment activities towards protected veterans.
2. **VIOLATION:** UL LLC's VEVRAA AAP failed to include the required contents, as required by 41 CFR 60-300.44. Specifically, UL LLC's AAP failed to include the results of the assessment of each outreach and positive recruitment activity, as described by 41 CFR 60-300.44(f)(3).
3. **VIOLATION:** During the period January 1, 2018 through June 30, 2019, UL LLC failed to undertake appropriate outreach and positive recruitment activities that were reasonably designed to effectively recruit qualified individuals with disabilities, in violation of 41 CFR 60-741.44(f)(1)(i). Specifically, UL LLC did not conduct any outreach and positive recruitment activities towards individuals with disabilities.
4. **VIOLATION:** UL LLC's Section 503 AAP failed to include all the required contents, as required by 41 CFR 60-741.44. Specifically UL LLC's AAP failed to include the assessment of each outreach and positive recruitment activity as described in 41 CFR 60-741.44(f)(3).

### IV. Modifications to Employment Practices and Other Non-Monetary Relief

1. **REMEDY:** UL LLC will undertake appropriate external outreach and positive recruitment activities that are reasonably designed to effectively recruit protected veterans, such as those described at 41 CFR 60-300.44(f)(2).
2. **REMEDY:** UL LLC will include the assessment of each outreach and positive recruitment activity as described in 41 CFR 60-300.44(f)(3) in its VEVRAA AAP, as required by 41 CFR 60-300.44.
3. **REMEDY:** UL LLC will undertake appropriate external outreach and positive recruitment activities that are reasonably designed to effectively recruit qualified individuals with disabilities, such as those described at 41 CFR 60-741.44(f)(2).
4. **REMEDY:** UL LLC will include the assessment of each outreach and positive recruitment activity as described in 41 CFR 60-741.44(f)(3) in its Section 503 AAP, as

required by 41 CFR 60-741.44.

**V. OFCCP Monitoring Period**

A. **Recordkeeping.** UL LLC agrees to retain all records relevant to the violations cited in Part III above and the reports submitted in compliance with Paragraph B, 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. UL LLC will retain the records until this Agreement expires or for the time period consistent with regulatory requirements, whichever is later.

**B. UL LLC Reports.**

1. **Schedule and Instructions.** UL LLC agrees to furnish OFCCP with the following reports during the Monitoring Period according to the following schedule:
  - **Progress Report 1:** March 1, 2021 (Review period from date the CA is signed – January 31, 2021).
  - **Progress Report 2:** March 1, 2022 (Review period February 1, 2021-January 31, 2022).
2. Pursuant to Remedy 1 & 3: Documentation evidencing that UL LLC is undertaking appropriate outreach and positive recruitment for protected veterans and individuals with disabilities for available employment opportunities.
  - a. A list of available positions during the review period.
  - b. Copies of letters, memos, record of telephone calls, and other documents generated in the normal course of business between UL LLC and the recruitment sources.
  - c. Documentation evidencing that UL LLC is directing its recruitment efforts both oral and written, toward community organizations and recruiting/training organizations that support employment of protected veterans and individuals with disabilities that fit UL LLC's recruitment area and employment needs. If UL LLC finds that a particular source for referrals of protected veterans and individuals with disability applicants is not fruitful, UL LLC is responsible for identifying other potential sources to support its efforts in recruiting qualified veteran and qualified individuals with disabilities.
3. Pursuant to Remedy 2: A copy of UL LLC's VEVRAA AAP component that lists: 1) Its outreach and positive recruitment activities with supporting documentation; 2) An assessment of the effectiveness of each activity.
4. Pursuant to Remedy 4: A copy of UL LLC's Section 503 AAP component that lists: 1) Its outreach and positive recruitment activities with supporting documentation; 2) An assessment of the effectiveness of each activity.

UL LLC will submit reports to Brenda Terreault, Portland Area Office Director, 620 SW Main Street, Suite 411, Portland, Oregon 97205 or electronically to (b) (7)(C) @dol.gov.



**VI. SIGNATURES**

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

This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and UL LLC.

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

Michael Goelze  
Laboratory Manager  
UL LLC

14301 SE 1<sup>st</sup> Street, Suite 140  
Vancouver, WA 98684

DATE: 2020-02-19

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

**(b) (7)(C), (b) (7)(E)**  
Compliance Officer  
Office of Federal Contract  
Compliance Programs  
Portland Area Office

DATE: 2/25/2020

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

Brenda Terreau  
Area Office Director  
Office of Federal Contract  
Compliance Programs  
Portland Area Office

DATE: 2/25/2020

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

Leigh Jones  
District Director  
Seattle and Portland Offices  
Office of Federal Contract  
Compliance Programs  
Pacific Region

DATE: 2/26/2020

Attachments: None