

Conciliation Agreement
Between the
U.S. Department of Labor Office of Federal Contract Compliance Programs
And
AMI Industries
5093 North Red Oak Road
Lewiston, Michigan

I. Preliminary Statement

The Office of Federal Contract Compliance Programs (OFCCP) evaluated AMI Industries establishment located at 5093 North Red Oak Road, Lewiston, Michigan 49756-0269, beginning on October 1, 2020. OFCCP found that AMI Industries failed to comply with Executive Order 11246, as amended (E.O. 11246) and/or Section 503 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 793 (Section 503), and their respective implementing regulations at 41 CFR 60.1 and 41 CFR 60.741.

OFCCP notified AMI Industries of the specific violations and the corrective actions required in a Notice of Violation (NOV) issued on March 29, 2022.

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 AMI Industries 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 AMI Industries' fulfillment of all its obligations in this Agreement, OFCCP will not institute administrative or judicial enforcement proceedings under E.O. 11246 and/or Section 503 based on the violations alleged in the NOV. However, OFCCP retains the right to initiate legal proceedings to enforce this Agreement if AMI Industries 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 AMI Industries' compliance with this Agreement. As part of this review, OFCCP may require written reports, inspect the premises, interview witnesses, and examine and copy documents. AMI Industries 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 AMI Industries of its obligation to fully comply with the requirements of E.O. 11246, Section 503, Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended (VEVRAA), their implementing

regulations, or other applicable laws requiring nondiscrimination or equal employment opportunity through affirmative action.

4. AMI Industries 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 AMI Industries submits its final progress report required in Section IV, below, unless OFCCP notifies AMI Industries in writing before the expiration date that AMI Industries 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 AMI Industries has met all of its obligations under the Agreement.
10. If AMI Industries violates this Agreement:
 - a. The procedures at 41 C.F.R. 60-1.34 and/or 41 C.F.R. 60-741.63 will govern:
 - i. OFCCP will send AMI Industries a written notice stating the alleged violations and summarizing any supporting evidence.
 - ii. AMI Industries 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 AMI Industries 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 AMI Industries, 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. AMI Industries may be subject to the sanctions set forth Section 209 of the Executive Order, 41 C.F.R. 60-1.27, and/or 41 C.F.R. 60-741.66, and/or other appropriate relief for violating this Agreement.
- 11. AMI Industries 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.
- 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 January 1, 2019, through December 31, 2019, AMI Industries failed to file annually, on or before September 30, complete and accurate Standard Form 100 (EEO-1), in violation of 41 CFR 60-1.7(a). Specifically, AMI Industries did not file an EEO-1 report in 2019.

REMEDY: AMI Industries must annually file, on or before September 30, complete and accurate reports on Standard Form 100 (EEO-1) to the Joint Reporting Committee and maintain and make available to OFCCP these reports upon request, as required by 41 CFR 60-1.7(a).

- 2. **VIOLATION:** During the period January 1, 2019, through December 31, 2019, AMI Industries failed to preserve all personnel and employment records made or kept by AMI Industries for not less than two years from the date of the making of the record or the personnel action involved, whichever occurs later. Specifically, AMI did not have

personnel and employment records for the prior year review period. This is in violation of 41 CFR 60-1.12.

REMEDY: AMI Industries must preserve all personnel or employment records made or kept in either electronic or hard copy format including but not limited to all expressions of interest through the internet or related electronic data technologies, records related to internal and/or external databases, physical and online applications, completed applicant self-identification forms, resumes, testing materials, and interview records, for not less than two years from the date of the making of the record or the personnel action involved, whichever occurs later. Where a compliance evaluation has been initiated by OFCCP, AMI Industries will preserve all employment or personnel records beyond the two-year period until OFCCP makes a final disposition in the matter.

3. **VIOLATION:** During the period January 1, 2019, through December 31, 2019, AMI Industries failed to develop and maintain a written affirmative action program pursuant to Executive Order 11246, and its requirements at 41 CFR 60-1.40(a) and CFR 60-2.10-17. Specifically, AMI Industries informed OFCCP that it was not aware of its status as a federal contractor until receipt of the Scheduling Letter for this review.

REMEDY: AMI Industries must develop and maintain a written affirmative action program pursuant to Executive Order 11246, and its requirements at 41 CFR 60-1.40(a) and CFR 60-2.10. AMI Industries must develop and maintain a written AAP pursuant to Executive Order 11246, and its requirements at 41 CFR 60-1.4(a) and 41 CFR 60-2.10-17. This AAP shall set forth AMI Industries' policies and procedures in accordance with 41 CFR 60-2.10-17. This AAP may be integrated into or kept separate from other AAPs. AMI Industries must review and update its AAP pursuant to 41 CFR 60-2.10-17.

4. **VIOLATION:** During the period January 1, 2019, through December 31, 2019, AMI Industries failed to include the equal opportunity clause for Section 503 in its subcontracts and/or purchase orders, either directly or by reference, in the prescribed manner, in violation of 41 CFR 60-741.5(a)-(d). Specifically, AMI Industries stated it is currently working on adding the equal opportunity clause concerning the employment of qualified individuals with disabilities in all non-exempt subcontracts and purchase orders.

REMEDY: AMI Industries must include or reference the provisions of the equal opportunity clause in its subcontracts and purchase orders, as required by 41 CFR 60-741.5(a)-(d). If AMI Industries incorporates the equal opportunity clause in its subcontracts and purchase orders by reference, rather than by restating the clause verbatim, it must incorporate the clause in the manner prescribed by 41 CFR 60-741.5(d).

5. **VIOLATION:** During the period January 1, 2019 through December 31, 2019, AMI Industries failed to include (or ensure the inclusion of), in all solicitations and advertisements for employees, a statement that all qualified applicants will be considered for employment and will not be discriminated against on the basis of disability, in violation of 41 CFR 60-741.5(a)(7). Specifically, AMI Industries' accessibility statement on their job posting page was inadequate.

REMEDY: AMI Industries must include (or ensure the inclusion of), in all solicitations and advertisements for employees, a statement that all qualified applicants will be considered for employment and will not be discriminated against on the basis of disability, in accordance with 41 CFR 60-741.5(a)(7).

6. **VIOLATION:** During the period January 1, 2019, through December 31, 2019, AMI Industries failed to prepare and maintain an affirmative action program (AAP) for qualified individuals with disabilities at each establishment, in violation of 41 CFR 60-741.40(b). Accordingly, AMI Industries failed to comply with any of its AAP obligations set forth in Subpart C of the regulations, in violation of 41 CFR 60-741.40-45. Specifically, AMI Industries informed OFCCP that it was not aware of its status as a federal contractor until the receipt of the Scheduling Letter for this review.

REMEDY: AMI Industries must prepare and maintain an affirmative action program (AAP) for qualified individuals with disabilities at each establishment. The AAP shall set forth AMI Industries' policies and procedures in accordance with 41 CFR 60-741.40-45. This AAP may be integrated into or kept separate from other AAPs. AMI Industries shall review and update annually its AAP pursuant to 41 CFR 741.40(c) and must comply with all obligations set forth in Subpart C of the regulations, 41 CFR 60-741.40-45.

7. **VIOLATION:** During the January 1, 2019, through December 31, 2019, AMI Industries failed to invite applicants to inform AMI Industries whether the applicant believes that he or she is an individual with a disability as defined in § 60-741.2(g)(1)(i) or (ii). This invitation shall be provided to each applicant when the applicant applies or is considered for employment. Specifically, on November 16, 2021, AMI Industries submitted a statement that it failed to invite applicants to inform it whether the applicant believes that he or she is disabled. This is in direct violation 41 CFR 60-741.42.

REMEDY: AMI Industries must invite applicants to inform it whether the applicant believes that he or she is a disabled individual protected by Section 503, as required by 41 CFR 60-741.42.

More specifically, AMI Industries must invite applicants for employment, prior to an offer of employment, to voluntarily inform it whether the applicant believes that he or she is an individual with a disability, as defined in 41 CFR 60-741.2(g)(1)(i) or (ii). AMI Industries shall also invite each of its applicants for employment, after an offer of employment has been made and before the applicant begins work, to voluntarily inform it whether the applicant believes that he or she is an individual with a disability. In addition, during the first year it is subject to this requirement, AMI Industries shall invite each of its employees to voluntarily self-identify as an individual with a disability, and then extend this invitation again at five-year intervals, thereafter. At least once during the interval, AMI Industries shall remind it employees that they may voluntarily update their disability-related self-identification information at any time. AMI Industries must keep all self-identification information confidential and maintain it in a separate data analysis file, rather than in its personnel or medical files, in accordance with 41 CFR 60-741.42(e).

8. **VIOLATION:** During the period of January 1, 2019 through December 31, 2019, AMI Industries failed to include an equal opportunity policy statement in its affirmative action program and failed to post the policy statement on company bulletin boards. Specifically, AMI did not provide proof that an equal opportunity policy statement was included in its affirmative action program, nor did AMI Industries post the policy statement on company bulletin boards. This is a violation of 41 CFR 60-741.44(a).

REMEDY: AMI Industries must include an equal opportunity policy statement in its affirmative action program and post the policy statement on company bulletin boards. AMI Industries must ensure that applicants and employees with disabilities are provided the notice in a form that is accessible and understandable to the individual with a disability (e.g., providing Braille or large print versions of the notice, or posting the notice for visual accessibility to persons in wheelchairs).

9. **VIOLATION:** During the period January 1, 2019, through December 31, 2019, AMI Industries failed to provide in its affirmative action program, and failed to adhere to, a schedule for the review of all physical and mental qualification standards to ensure that, to the extent qualification standards tend to screen out qualified individuals with disabilities, they are job-related for the position in question and are consistent with business necessity, pursuant to 41 CFR 60-741.44(c).

REMEDY: AMI Industries must provide in its affirmative action program, and must adhere to, a schedule for the review of all physical and mental qualification standards to ensure that, to the extent qualification standards tend to screen out qualified individuals with disabilities, they are job-related for the position in question and are consistent with business necessity.

10. **VIOLATION:** During the period January 1, 2019, through December 31, 2019, AMI Industries failed to undertake appropriate outreach and positive recruitment activities that were reasonably designed to effectively recruit qualified individuals with disabilities, document these activities, assess their effectiveness, and document its review, in violation of 41 CFR 60-741.44(f). Specifically, AMI Industries did not notify its recruiting sources of the company's policy concerning the employment of qualified individuals with disabilities and notify them of employment opportunities as they became available, as required by 41 CFR 60-741.44(f).

REMEDY: AMI Industries must 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). AMI Industries must annually review its outreach and recruitment activities, assess their effectiveness, and document this review, in accordance with 41 CFR 60-741.44(f)(3). AMI Industries must document all activities it undertakes to comply with this section in accordance with 41 CFR 60-741.44(f)(4).

11. **VIOLATION:** During the period January 1, 2019, through December 31, 2019, AMI Industries failed to design and implement an audit and reporting system. Specifically,

AMI did not implement such an audit and reporting system until December 2021, which is after the review period. This is a violation of 41 CFR 60-741.44(h).

REMEDY: AMI Industries must design and implement an audit and reporting system that will:

- a. Measure the effectiveness of AMI Industries' affirmative action program;
- b. Indicate any need for remedial action;
- c. Determine the degree to which AMI Industries' objectives have been attained;
- d. Determine whether known individuals with disabilities have had the opportunity to participate in all company sponsored educational, training, recreational, and social activities;
- e. Measure AMI Industries' compliance with the affirmative action program's specific obligations; and
- f. Document the actions taken to comply with the obligations of paragraphs (h)(l)(i) through (v) of this section and retain these documents as employment records subject to the recordkeeping requirements of § 60-741.80.

12. **VIOLATION:** During the period January 1, 2019 through December 31, 2019, AMI Industries failed to document the computations or comparisons pertaining to applicants and hires on an annual basis and maintain them for a period of three (3) years, as required by 41 CFR 60-741.44(k). Specifically, AMI Industries was unaware of being considered a federal contractor. Therefore, no data were collected in previous years.

REMEDY: AMI Industries must document the following computations or comparisons pertaining to applicants and hires, on an annual basis, and must maintain this data for a period of three (3) years, as required by 41 CFR 60-741.44(k):

- (1) The number of applicants who self-identified as individuals with disabilities pursuant to 41 CFR 60-741.42(a), or who are otherwise known to be individuals with disabilities;
- (2) The total number of job openings and total number of jobs filled;
- (3) The total number of applicants for all jobs;
- (4) The number of applicants with disabilities hired; and
- (5) The total number of applicants hired.

13. **VIOLATION:** During the period January 1, 2019 through December 31, 2019, AMI Industries failed to evaluate its utilization of individuals using the goal of 7 percent established by OFCCP, for employment of qualified individuals with disabilities for each job group in AMI Industries or for AMI Industries' entire workforce as provided in paragraph (d)(2)(i) of this section, in violation of 41 CFR 60-741.45. Specifically, AMI Industries did not evaluate its utilization of individuals with disabilities using the goal established by OFCCP.

REMEDY: AMI Industries must annually evaluate its utilization of individuals with

disabilities using the 7 percent goal established by OFCCP, as required by 41 CFR 60-741.45. When conducting this utilization analysis, AMI Industries must use the job groups established for utilization analysis required by Executive Order 11246, as required by 41 CFR 60-741.45(d)(2). However, if AMI Industries has a total workforce of 100 or fewer employees, it may, instead, choose to measure the representation of individuals in its workforce as a whole, using the 7 percent goal established by OFCCP, permitted by 41 CFR 60741.45(d)(2)(i). Should the percentage of individuals with disabilities in one or more job groups or in AMI Industries' workforce be less than the utilization goal, AMI Industries must take steps, as required by 41 CFR 60-741.45(e), to determine whether and where impediments to equal employment exists and must develop and execute action-oriented programs to correct any identified problems, as required by 41 CFR 60-741.45(f).

14. **VIOLATION:** During the period January 1, 2019 through December 31, 2019, AMI Industries failed to preserve all personnel and employment records made or kept by AMI Industries for not less than two years from the date of the making of the record or the personnel action involved, whichever occurs later. Specifically, AMI Industries failed to keep applicant, testing, interview, hiring or other general personnel and employment records or those specified in 41 CFR 60-741.80.

REMEDY: AMI Industries must preserve all personnel or employment records made or kept in either electronic or hard copy format including but not limited to all expressions of interest through the internet or related electronic data technologies, records related to internal and/or external databases, physical and online applications, completed applicant self-identification forms, resumes, testing materials, and interview records, for not less than two years from the date of the making of the record or the personnel action involved, whichever occurs later. Where a compliance evaluation has been initiated by OFCCP, AMI Industries will preserve all employment or personnel records beyond the two-year period until OFCCP makes a final disposition in the matter.

IV. OFCCP Monitoring Period

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

AMI Industries 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 April 15, 2023 covering the period of April 12022 through March 31, 2023. The report shall be due April 15, 2023.
- b. A copy of AMI Industries' Standard Form 100 (EEO-1) Report filed in September 2020.
- c. A summary narrative describing how it has changed and corrected its record-keeping procedures and process. AMI Industries will submit correct and accurate data of the complete number of applicants, hires, promotions, and terminations for each job group for the twelve (12) month period ending March 31, 2023. This information will be delineated by gender, race, and/or ethnic group, where possible, for each applicant as stipulated in the regulation found at 41 CFR 60-1.12.
- d. Evidence that AMI Industries has prepared and maintained a written EO 11246 affirmative action program at each establishment, and update the program annually, as required by 41 CFR 60-2.1.
- e. Evidence that AMI Industries included or referenced the provisions of the equal opportunity clause in its subcontracts and purchase orders, as required by 41 CFR 60-741.5(a)-(d).
- f. Evidence that AMI Industries included (or ensured the inclusion of), in all solicitations and advertisements for employees, a statement that all qualified applicants will be considered for employment and will not be discriminated against on the basis of disability, as required by 41 CFR 60-741.5(a)(7).
- g. Evidence that AMI Industries maintained an affirmative action program (AAP) for qualified individuals with disabilities at each establishment. The AAP shall set forth AMI Industries' policies and procedures in accordance with 41 CFR 60-741.40-45. This AAP may be integrated into or kept separate from other AAPs. AMI Industries shall review and update annually its AAP pursuant to 41 CFR 741.40(c) and must comply with all obligations set forth in Subpart C, as required by 41 CFR 60-741.40-45.
- h. Evidence that AMI Industries invited applicants to inform it whether the applicant believes that he or she is a disabled individual protected by Section 503, as required by 41 CFR 60-741.42.
- i. Evidence that AMI Industries included an equal opportunity policy statement in its affirmative action program and post the policy statement on company bulletin boards. AMI Industries must ensure that applicants and employees with disabilities are provided the notice in a form that is accessible and understandable to the individual with a disability, as required by 41 CFR 60-741.44(a).
- j. AMI Industries must provide in its affirmative action program, and must adhere to, a schedule for the review of all physical and mental qualification standards to ensure that, to the extent qualification standards tend to screen out qualified

individuals with disabilities, they are job-related for the position in question and are consistent with business necessity, as required by 41 CFR 60-741.44(c).

- k. Evidence that AMI Industries undertook 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). AMI Industries must annually review its outreach and recruitment activities, assess their effectiveness, and document this review, in accordance with 41 CFR 60-741.44(f)(3). AMI Industries must document all activities it undertakes to comply with this section, as required by 41 CFR 60-741.44(f)(4).
- l. Evidence that AMI Industries must designed and implemented an audit and reporting system, as required by § 60-741.80, that will:
 - i. Measure the effectiveness of AMI Industries' affirmative action program;
 - ii. Indicate any need for remedial action;
 - iii. Determine the degree to which AMI Industries' objectives have been attained;
 - iv. Determine whether known individuals with disabilities have had the opportunity to participate in all company sponsored educational, training, recreational, and social activities;
 - v. Measure AMI Industries' compliance with the affirmative action program's specific obligations; and
Document the actions taken to comply with the obligations of paragraphs (h)(l)(i) through (v) of this section and retain these documents as employment records subject to the recordkeeping requirements, as required by § 60-741.80.
- m. Evidence that AMI Industries documented the following computations or comparisons pertaining to applicants and hires, on an annual basis, and must maintain this data for a period of three (3) years, as required by 41 CFR 60-741.44(k):
 - i. The number of applicants who self-identified as individuals with disabilities pursuant to 41 CFR 60-741.42(a), or who are otherwise known to be individuals with disabilities;
 - ii. The total number of job openings and total number of jobs filled;
 - iii. The total number of applicants for all jobs;
 - iv. The number of applicants with disabilities hired; and
 - v. The total number of applicants hired.
- n. Evidence that AMI Industries annually evaluated its utilization of individuals with disabilities using the seven percent (7%) goal established by OFCCP, as required by 41 CFR 60-741.45.

- o. AMI Industries must preserve all personnel or employment records made or kept in either electronic or hard copy format including but not limited to all expressions of interest through the internet or related electronic data technologies, records related to internal and/or external databases, physical and online applications, completed applicant self-identification forms, resumes, testing materials, and interview records, for not less than two years from the date of the making of the record or the personnel action involved, whichever occurs later. Where a compliance evaluation has been initiated by OFCCP, AMI Industries will preserve all employment or personnel records beyond the two-year period until OFCCP makes a final disposition in the matter, as required by 41 CFR 60-741.80.

AMI Industries will submit reports to Compliance Officer (b) (7)(E), (b) (6) electronically at (b) (7)(C), (b) (6)@dol.gov. AMI Industries 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 AMI Industries provides in accordance with this Agreement are customarily kept private or closely-held, and AMI Industries believes should remain confidential under Exemption 4 of the Freedom of Information Act (FOIA) in the event of a FOIA request, AMI Industries will provide such reports to OFCCP marked as "Confidential". In the event of a FOIA request, OFCCP will promptly notify AMI Industries of the FOIA request and provide AMI Industries 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 AMI Industries' final progress report as set forth in Section II, Paragraph 9 above. If OFCCP fails to notify AMI Industries in writing within sixty (60) days of the date of the final progress report that AMI Industries 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 AMI Industries within the allotted time that it has not fulfilled all of its obligations, this Agreement is automatically extended until the date that OFCCP determines AMI Industries has met all of its obligations under the Agreement.

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V. SIGNATURES

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

This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and AMI Industries 5093 North Red Oak Road, Lewiston, Michigan, 49756-0269.

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

Ryan Thorpe
Vice President
AMI Industries
Lewiston, Michigan

DATE: 3-30-22

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

Laila E. Turner
Assistant District Director
Midwest Region
Detroit District Office

DATE: _____

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

Phyllis E. Lipkin
District Director
Midwest Region
Detroit District Office

DATE: _____

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

(b) (7)(C), (b) (6)
Compliance Officer
Midwest Region
Detroit District Office

DATE: _____