

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

I. Preliminary Statement

The Office of Federal Contract Compliance Programs (OFCCP) evaluated the Altec Industries, Inc. (Altec Elizabethtown) establishment located at 200 Altec Dr., Elizabethtown, Kentucky, beginning on November 12, 2020. OFCCP found that Altec Elizabethtown failed to comply with Executive Order 11246, as amended (E.O. 11246 or the Executive Order) and implementing regulations at 41 CFR Chapter 60.

OFCCP notified Altec Elizabethtown of the specific violation(s) and the corrective action(s) required in a Notice of Violation (NOV) issued on December 8, 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 Altec Elizabethtown 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 Altec Elizabethtown's fulfillment of all its obligations in this Agreement, OFCCP will not institute administrative or judicial enforcement proceedings under E.O. 11246, Section 503, and/or VEVRAA based on the violations alleged in the NOV. However, OFCCP retains the right to initiate legal proceedings to enforce this Agreement if Altec Elizabethtown 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 Altec Elizabethtown'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. Altec Elizabethtown 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 Altec Elizabethtown 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. Altec Elizabethtown 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 will 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 Altec Elizabethtown submits its final progress report required in Section IV, below, unless OFCCP notifies Altec Elizabethtown in writing before the expiration date that Altec Elizabethtown 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 Altec Elizabethtown has met all of its obligations under the Agreement.
10. If Altec Elizabethtown violates this Agreement:
 - a. The procedures at 41 C.F.R. 60-1.34 will govern:
 - i. OFCCP will send Altec Elizabethtown a written notice stating the alleged violations and summarizing any supporting evidence.
 - ii. The Altec Elizabethtown 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 Altec Elizabethtown is unable to demonstrate that it has not violated the Agreement, or if OFCCP alleges irreparable injury, enforcement proceedings may be initiated immediately without issuing a show cause notice or proceeding through any other requirement.
 - iv. In the event of a breach of this Agreement by the Altec Elizabethtown, 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. Altec Elizabethtown may be subject to the sanctions set forth in Section 209 of the Executive Order and/or other appropriate relief for violating this Agreement.
- 11. Altec Elizabethtown does not admit any violation of the Executive Order, Section 503 or VEVRAA, nor has there been an adjudication on the merits regarding any such violation.
- 12. OFCCP may seek enforcement of this Agreement itself and is not required to present proof of any underlying violations resolved by this Agreement.
- 13. The parties understand and agree that nothing in this Agreement is binding on other governmental departments or agencies other than the United States Department of Labor.
- 14. Each party shall bear its own fees and expenses with respect to this matter.
- 15. This Agreement is limited to the facts of this case. Neither this Agreement, nor any part of the negotiations that occurred in connection with this Agreement, shall constitute admissible evidence with respect to any OFCCP policy, practice or position in any lawsuit, legal proceeding, administrative proceeding, compliance evaluation, or audit, except for legal or administrative proceedings concerning the enforcement or interpretation of this specific Agreement.
- 16. All references to "days" in this Agreement are calendar days. If any deadline for an obligation scheduled to be performed under this Agreement falls on a weekend or a Federal holiday, that deadline will be extended to the next business day.

III. Technical Violations and Remedies

- 1. **Violation:** Altec Elizabethtown failed to submit an acceptable job group analysis as described in 41 CFR 60-2.12. Specifically, the job group analysis failed to combine job titles with similar content, wage rates, and opportunities.

Remedy: Altec Elizabethtown will develop and include in its Affirmative Action Plan (AAP) a job group analysis that combines job titles at the establishment with similar content, opportunities, and wage rates, as required by 41 CFR 60-2.10(b)(1)(ii) and 60-2.12.

- 2. **Violation:** During the period November 12, 2018 through November 12, 2020, Altec Elizabethtown failed to perform in-depth analyses of its total employment process to determine whether and where impediments to equal employment opportunity exist, as required by 41 CFR 60-2.17(b). Specifically, Altec Elizabethtown failed to evaluate selection, recruitment, referral, and other personnel procedures for Engineers and Engineering Interns to determine whether they result in disparities in the employment of minorities or particular race/ethnicity groups, as required by 41 CFR 60-2.17(b)(4) and 41 CFR 60-3.15A(2).

Remedy: Altec Elizabethtown will perform in-depth analyses of its total employment process to determine whether and where impediments to equal employment opportunity exist, as required by 41 CFR 60-2.17(b). Specifically, Altec Elizabethtown will evaluate selection, recruitment, referral, and other personnel procedures to determine whether they result in disparities in the employment of minorities or or particular race/ethnicity groups. Altec Elizabethtown will make adverse impact determinations at least annually for each such group which constitutes at least 2 percent of the labor force in the relevant labor area or 2 percent of the applicable workforce. When the total selection process for a job has an adverse impact, Altec Elizabethtown will maintain and have available records or other information showing which components have an adverse impact, including one or more of the types of documentation of validity evidence identified in 41 CFR 60-3.15A(3)(a).

Altec Elizabethtown will will develop and execute action-oriented programs designed to correct any problem areas identified pursuant to § 60-2.17(b) and to attain established goals and objectives. In order for these action-oriented programs to be effective, the Altec Elizabethtown will ensure that they consist of more than following the same procedures which have previously produced inadequate results. Altec Elizabethtown will demonstrate that it has made good faith efforts to remove identified barriers, expand employment opportunities, and produce measurable results, as required by 41 CFR 60-2.17(c).

IV. OFCCP Monitoring Period

1. **Recordkeeping.** Altec Elizabethtown agrees to retain all records relevant to the violation(s) cited in Section III above and the reports submitted in compliance with Paragraph 2, below. These records include underlying data and information such as Human Resources Information System (HRIS) and payroll data, job applications and personnel records, and any other records or data used to generate the required reports. Altec Elizabethtown will retain the records until this Agreement expires or for the time period consistent with regulatory requirements, whichever is later.

2. **Altec Elizabethtown Reports.**

- a. Altec Elizabethtown agrees to furnish OFCCP with the following reports during the Monitoring Period. Each report will contain the documentation specified according to the dates scheduled:

Progress Report 1: Due on August 31, 2023 covering the period of January 1, 2023 through June 30, 2023.

Progress Report 2: Due on February 29, 2024 covering the period of July 1, 2023 through December 31, 2023.

- b. Each report will contain the following documentation:

1. To document implementation of remedy 1 in section III above, a copy of the job group analysis from Altec Elizabethtown's current AAP as of the report due date.

2. To document implementation of remedy 2 in section III above,

- A copy of the Identification of Problem Areas and Action Oriented Programs sections of Altec Elizabethtown's current AAP as of the report due date. These sections will report how Altec Elizabethtown conducted its self-analysis of selection, recruitment, referral, and other personnel procedures for Engineers and Engineering Interns, the results of that analysis, and actions taken to remove impediments to equal employment opportunity.
 - Summary data by race/ethnicity, gender, and last stage of selection process reached for all job seekers who submitted applications for Engineer and Engineering Intern positions filled by hire during the reporting period.
 - Copies of job announcements and online questionnaires used for Engineer and Engineering Intern positions filled by hire during the reporting period.
 - Altec Elizabethtown will provide applicant-specific data and copies of applications upon request.
- c. Altec Elizabethtown will submit reports to District Director E. Michelle Hernandez at (b) (6), (b) (7)(C)@dol.gov and Compliance Officer (b) (6), (b) (7)(C) at (b) (6), (b) (7)(C)@dol.gov.
- d. Altec Elizabethtown 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 Altec Elizabethtown provides in accordance with this Agreement are trade secrets, commercial, and/or financial in nature, and customarily kept private or closely-held, and the Altec Elizabethtown believes should remain confidential under Exemption 4 of the Freedom of Information Act (FOIA) in the event of a FOIA request, Altec Elizabethtown will provide such reports to OFCCP marked as "Confidential". In the event of a FOIA request, OFCCP will promptly notify Altec Elizabethtown of the FOIA request and provide Altec Elizabethtown 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 Altec Elizabethtown's final progress report as set forth in Section II, Paragraph 9 above. If OFCCP fails to notify Altec Elizabethtown in writing within sixty (60) days of the date of the final progress report that Altec Elizabethtown 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 Altec Elizabethtown within the allotted time that it has not fulfilled all of its obligations, this Agreement is automatically

extended until the date that OFCCP determines Altec Elizabethtown has met all of its obligations under the Agreement.

V. SIGNATURES

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

This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and Altec Industries, Inc., 200 Altec Dr., Elizabethtown, Kentucky.

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

Pierre Messier /
General Manager
Altec Industries, Inc.
Elizabethtown, Kentucky

DATE: 12/12/22

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

E. Michelle Hernandez
District Director
Southeast Region
OFCCP

DATE: 12/13/2022

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

Compliance Officer
Southeast Region
OFCCP

DATE: 12/13/2022