

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

**I. Preliminary Statement**

The Office of Federal Contract Compliance Programs (OFCCP) evaluated the Crestline Construction Company LLC ("Crestline") establishment located at 3600 Crates Way, Ste 100, The Dalles, OR 97058-3577, and construction projects in the Portland, OR Non-Standard Metropolitan Statistical Area (Non-SMSA), beginning on February 17, 2022. OFCCP found that Crestline failed to comply with Executive Order 11246, as amended and its respective implementing regulations at 41 CFR Section 60-4.

OFCCP notified Crestline of the specific violation) and the corrective actions required in a Notice of Violation (NOV) issued on January 6, 2023.

In the interest of resolving the violations without engaging in further legal proceedings and in exchange for sufficient consideration described in this document, OFCCP and Crestline 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 Crestline's fulfillment of all its obligations in this Agreement, OFCCP will not institute administrative or judicial enforcement proceedings under E.O. 11246, based on the violations alleged in the NOV. However, OFCCP retains the right to initiate legal proceedings to enforce this Agreement if Crestline 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 Crestline'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. Crestline 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 Crestline of its obligation to fully comply with the requirements of E.O. 11246, Section 503 of the Rehabilitation Act of 1973 (Section 503) the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (VEVRAA), their implementing regulations, or other applicable laws requiring nondiscrimination or equal employment opportunity through affirmative action.
4. Crestline 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.
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 Crestline submits its final progress report required in Section IV, below, unless OFCCP notifies Crestline in writing before the expiration date that Crestline 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 Crestline has met all of its obligations under the Agreement.
10. If Crestline violates this Agreement:
  - a. The procedures at 41 C.F.R. 60-1.34 will govern:
    - i. OFCCP will send Crestline a written notice stating the alleged violation(s) and summarizing any supporting evidence.
    - ii. Crestline 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 Crestline 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 Crestline, 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. Crestline may be subject to the sanctions set forth in Section 209 of the Executive Order, 41 C.F.R. 60-1.27, and/or other appropriate relief for violating this Agreement.



11. Crestline 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 1:** During the period February 18, 2021 through February 17, 2022, Crestline failed to conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities, in violation of 41 CFR 60-4.3(a)7.1.

**Remedy 1:** Crestline will conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities, in accordance with 41 CFR 60-4.3(a)7.1.

2. **Violation 2:** During the period February 18, 2021 through February 17, 2022, Crestline failed to keep and preserve complete and accurate personnel and employment records, in violation of 41 CFR 60-1.12(a) and (e). Specifically, Crestline failed to retain hiring process interview notes for a period of not less than one year from the date of the making of the record or the personnel action, whichever occurred later.

**Remedy 2:** Crestline 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 one year from the date of the making of the record or the personnel action, whichever occurs later. However, if Crestline has a total workforce of 150 employees or more and has a government contract of at least

\$150,000, the minimum record retention period shall be two years from the making of the record or the personnel action, whichever occurs later, as permitted by 41 CFR 60-1.12(a).

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

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

2. **Crestline Report.**

Crestline agrees to furnish OFCCP with the following report during the Monitoring Period. The report will contain the documentation specified according to the dates scheduled:

- a. **Progress Report:** Due on September 1, 2023 covering the period of Effective Date through July 31, 2023.
  1. Pursuant to Remedy 1: Crestline will provide records that it conducted, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encouraged these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
  2. Pursuant to Remedy 2: Crestline will provide documentation demonstrating that it retained all interview notes created during the hiring process.

Crestline will submit reports to: Quanda Evans, Acting Office Director, Portland Area Office, 620 SW Main Street, Suite 411, Portland, OR 97205, (b) (6), (b) (7)(C)@dol.gov. Crestline 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 Crestline provides in accordance with this Agreement are trade secrets, commercial, and/or financial in nature, and customarily kept private or closely-held, and Crestline believes should remain confidential under Exemption 4 of the Freedom of Information Act (FOIA) in the event of a FOIA request, Crestline will provide such reports to OFCCP marked as "Confidential". In the event of a FOIA request, OFCCP will promptly notify Crestline of the FOIA request and provide Crestline 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 Crestline's final progress report as set forth in Section II,



Paragraph 9 above. If OFCCP fails to notify Crestline in writing within sixty (60) days of the date of the final progress report that Crestline 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 Crestline within the allotted time that it has not fulfilled all of its obligations, this Agreement is automatically extended until the date that OFCCP determines Crestline has met all of its obligations under the Agreement.

## V. SIGNATURES

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

This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and Crestline Construction Company LLC, 3600 Crates Way Ste 100, The Dalles, OR 97058-3577.

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

Erik Kerr  
General Manager  
Crestline Construction Company LLC  
3600 Crates Way, Ste 100  
The Dalles, OR 97058-3577

DATE: 1-30-2023

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

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

DATE: 1/31/2023

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

Quanda Evans  
Acting Area Office Director  
Office of Federal Contract Compliance Programs  
Portland Office

DATE: 1/31/2023