

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

**I. Preliminary Statement**

The Office of Federal Contract Compliance Programs (OFCCP) evaluated the Altec Industries, Inc. Northern (Altec Industries) establishment located at 5201 W 84th Street Indianapolis, Indiana 46268, beginning on December 22, 2022. OFCCP found that Altec Industries failed to comply with Executive Order 11246, as amended, and its respective implementing regulations at Title 41 of the Code of Federal Regulations (CFR) Parts 60-1 through 60-3.

OFCCP notified Altec Industries of the specific violation and the corrective action required in a Notice of Violation (NOV) issued on July 11, 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 Altec 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 Altec Industries' fulfillment of all its obligations in this Agreement, OFCCP will not institute administrative or judicial enforcement proceedings under E.O. 11246, based on the violation alleged in the NOV. However, OFCCP retains the right to initiate legal proceedings to enforce this Agreement if Altec 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 Altec 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. Altec 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 Altec Industries of its obligation to fully comply with the requirements of E.O. 11246, Section 503 of the Rehabilitation Act of 1973, as amended (Section 503), the 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. Altec 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 Altec Industries submits its final progress report required in Section IV, below, unless OFCCP notifies Altec Industries in writing before the expiration date that Altec 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 Altec Industries has met all of its obligations under the Agreement.
10. If Altec Industries violates this Agreement:
  - a. The procedures at 41 C.F.R. § 60-1.34 will govern:
    - i. OFCCP will send Altec Industries a written notice stating the alleged violation(s) and summarizing any supporting evidence.
    - ii. Altec 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 Altec 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 Altec 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. Altec Industries 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. Altec Industries 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:** During the period of January 1, 2021 through December 20, 2022, Altec Industries failed to develop and execute action-oriented programs designed to correct any problem areas identified pursuant to 41 CFR § 60-2.17(b) and to attain established goals and objectives, as required by 41 CFR § 60-2.17(c). Specifically, Altec Industries failed to demonstrate that it has made good faith efforts to remove identified barriers, expand employment opportunities, and produce measurable results for women in Job Group 7B.

**REMEDY:** Altec Industries will develop and execute action-oriented programs designed to correct any problem areas identified pursuant to 41 CFR § 60-2.17(b) and to attain established goals and objectives, as required by 41 CFR § 60-2.17(c). Specifically, Altec Industries will demonstrate that it has made good faith efforts to remove identified barriers, expand employment opportunities, and produce measurable results for women in Job Group 7B. To assist Altec Industries, OFCCP has indentified

the following outreach sources. Please note that this is not all inclusive and Altec Industries must attempt to develop additional sources:

Lincoln College of Technology  
7225 Winton Drive  
Indianapolis, IN 46268  
Attn: Doug Fowler – Welding Manager  
Phone: (317) 632-5553

Atterbury Job Corps  
3129 East Edinburgh Street  
Edinburgh, IN 46124  
Attn: Robert Wiser – Program Director  
Phone: (812) 314-6000

Altec Industries will preserve all documentation it makes or keeps in either electronic or hard copy format to audit the progress of Altec Industries' Affirmative Action Program (AAP) and to demonstrate Altec Industries' good faith efforts. Altec Industries will incorporate these analyses and determinations into Altec Industries' current AAP. Altec Industries will update these action-oriented programs annually and incorporate them into Altec Industries' future AAP.

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

1. **Recordkeeping.** Altec Industries agrees to retain all records relevant to the violation 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 Industries will retain the records until this Agreement expires or for the time period consistent with regulatory requirements, whichever is later.

2. **Altec Industries Reports.**

Altec 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 January 15, 2024, covering the period of July 1, 2023, through December 31, 2023.
- b. Progress Report 2: Due on July 15, 2024, covering the period of January 1, 2024, through June 30, 2024.

Progress Reports 1 & 2 will include the following:

- i. Documentation to verify that Altec Industries made good faith efforts to remove identified barriers and expand employment opportunities for women in Job Group 7B. At a minimum, this includes copies of relevant correspondence from each of the organizations or other documentation of outreach efforts used during the reporting period in its effort to recruit qualified women.
- ii. Information confirming any measurable results of Altec Industries' good faith efforts pursuant to its goals, including the number of referrals and offers made because of these efforts.

Altec Industries will submit reports to Compliance Officer, (b) (6), (b) (7)(C), at (b) (6), (b) (7)(C)@dol.gov.

Altec 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 Altec Industries provides in accordance with this Agreement are trade secrets, commercial, and/or financial in nature, and customarily kept private or closely-held, and Altec Industries believes should remain confidential under Exemption 4 of the Freedom of Information Act (FOIA) in the event of a FOIA request, Altec Industries will provide such reports to OFCCP marked as "Confidential". In the event of a FOIA request, OFCCP will promptly notify Altec Industries of the FOIA request and provide Altec 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 Altec Industries' final progress report as set forth in Section II, Paragraph 9 above. If OFCCP fails to notify Altec Industries in writing within sixty (60) days of the date of the final progress report that Altec 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 Altec 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 Altec Industries has met all of its obligations under the Agreement.

**V. SIGNATURES**

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

This Agreement is hereby executed by and between the Office of Federal Contract Compliance  
or arch Industries, Inc. Northern, 5201 W 84th Street Indianapolis, IN 46268.

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

Ben Coyne  
Plant Manager  
Altec Industries, Inc. Northern  
Indianapolis, Indiana

DATE: 7/27/23

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

David Smith  
District Director  
Midwest Region

DATE: 08/02/2023