

CONCILIATION AGREEMENT

Between

THE U. S. DEPARTMENT OF LABOR

OFFICE OF FEDERAL CONTRACT COMPLIANCE PROGRAMS

And

MULTIQUIP WHITEMAN

PART I. PRELIMINARY STATEMENT

The Office of Federal Contract Compliance Programs ("OFCCP") evaluated Multiquip Whiteman's ("Multiquip") facility located at 6850 South Business Way, Boise, ID and found that Multiquip was not in compliance 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 implementing regulations at 41 C.F.R. Sections 60-300 and 60-741. OFCCP notified Multiquip of the specific violations found and the corrective actions required in a Notice of Violations issued on March 19, 2019. In the interest of resolving the violation without engaging in further legal proceedings and in exchange for the good and valuable consideration described in this document, OFCCP and Multiquip enter into this contract ("Conciliation Agreement" or "Agreement") and agree to all the terms stated below.

PART II. GENERAL TERMS AND CONDITIONS

1. In exchange for Multiquip's fulfillment of all obligations in Parts III and IV of the Agreement, OFCCP agrees not to institute administrative or judicial enforcement proceedings under Section 503 and VEVRAA based on the violations described in more detail in Part III below. However, OFCCP has the right to initiate legal proceedings to enforce the Agreement itself or to correct and obtain relief for the violation described in Part III if Multiquip violates this Agreement. Nothing in this Agreement precludes OFCCP from initiating enforcement proceedings based on future compliance evaluations or complaint investigations.
2. Multiquip agrees that OFCCP may review its compliance with this Agreement. As part of such review, OFCCP may require written reports, inspect the premises, interview witnesses, and examine and copy documents. Multiquip will permit access to its premises during normal business hours for these purposes and will provide OFCCP with all reports and documents requested.
3. Multiquip understands that nothing in this Agreement relieves Multiquip of its obligation to fully comply with the requirements of Executive Order 11246 ("E.O. 11246"), Section

503, VEVRAA, their implementing regulations, and other applicable equal employment laws.

4. Multiquip promises not to harass, intimidate, threaten, discriminate, or otherwise retaliate against any individual because the individual benefits from this Agreement, files a complaint or participates in any investigation or proceeding under E.O. 11246, Section 503, and/or VEVRAA, or engages in any activity listed at 41 C.F.R. 60-1.32(a).
5. The parties understand the terms of this Agreement and enter into it voluntarily.
6. This document and its attachments contain the complete and final understanding of the parties with respect to the matters referenced herein. This Agreement contains all terms by which the parties are bound and it supersedes all prior written or oral negotiations and agreements. There will be no modifications or amendments to this Agreement, unless they are in writing and signed by all parties.
7. If one or more provisions of this Agreement are rendered unlawful or unenforceable, the remaining provisions will remain in full force and effect.
8. This Agreement becomes effective on the day it is signed by the District Director of the Seattle District Office (the "Effective Date") unless the Regional Director or Director of OFCCP indicates otherwise within 45 calendar days of the date the District Director signs the Agreement.
9. This Agreement will expire sixty (60) days after Multiquip submits the final progress report required in Part IV below, unless OFCCP notifies Multiquip in writing prior to the expiration date that Multiquip has not fulfilled all of its obligations under the Agreement, in which case the Agreement is automatically extended until the date that OFCCP determines Multiquip has met all of its obligations under the Agreement.
10. If Multiquip violates this Conciliation Agreement,
 - A. The procedures set forth at 41 C.F.R. 60-1.34 will govern:
 1. If OFCCP believes that Multiquip violated any term of the Agreement while it was in effect, OFCCP will send Multiquip a written notice stating the alleged violations and summarizing any supporting evidence.
 2. Multiquip will have 15 days from receipt of such notice to demonstrate in writing that it has not violated the Conciliation Agreement, unless such a delay would result in irreparable injury to the employment rights of affected employees or applicants.
 3. If Multiquip 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.

4. OFCCP may seek enforcement of this Agreement itself and is not required to present proof of any underlying violations resolved by this Agreement.
- B. Multiquip may be subject to the sanctions set forth in 41 C.F.R. 60-741.66 and 41 C.F.R. 60-300.66 and/or other appropriate relief for violation of this Agreement.

11. This Agreement does not constitute an admission by Multiquip of any violation of E.O. 11246, Section 503, VEVRAA, or other laws, nor has there been an adjudicated finding that Multiquip violated any laws. Liability for violation of this Agreement may subject Multiquip to sanctions set forth in Section 209 of the Executive Order, 41 CFR 60-300.66, 41 CFR 60-741.66 and/or other appropriate relief.

PART III. SPECIFIC VIOLATIONS AND REMEDIES

1. 41 CFR 60-741.44(h) – AUDIT AND REPORTING SYSTEM – Sec 503

- A. STATEMENT OF VIOLATION. During the period of October 1, 2017 through September 30, 2018, Multiquip failed to design and implement an audit and reporting system that measured the effectiveness of its affirmative action program in accordance with the requirements of 41 CFR 60-741.44(h).
- B. OFCCP SPECIFIC FINDINGS. Specifically, during the review period, Multiquip failed to provide documentation demonstrating that Multiquip had designed and implemented an audit and reporting system that measured the effectiveness of its individuals with disabilities affirmative action program.
- C. REMEDY. Multiquip will design and implement an auditing and reporting system that includes the features required by 41 CFR 60-741.44(h)(1). Where the affirmative action program is found to be deficient, Multiquip must undertake necessary action to bring the program into compliance as required by 41 CFR 60-741.44(h)(2).

2. 41 CFR 60-741.44(k) – DATA COLLECTION ANALYSIS – Sec 503

- A. STATEMENT OF VIOLATION. During the period of October 1, 2017 through September 30, 2018, Multiquip failed to conduct and maintain the required data pertaining to applicants and hires, in violation of 41 CFR 60-741.44(k).
- B. OFCCP SPECIFIC FINDINGS. Specifically, during the review period, Multiquip failed to document the required information and cannot maintain non-existent documentation for three years as required.

C. REMEDY: Multiquip will document the following computations or comparisons pertaining to applicants and hires, on an annual basis, and maintain this data for three (3) years, as required by 41 CFR 60-741.44(k):

- The number of applicants who self-identified as individuals with disabilities, or who are otherwise known to be individuals with disabilities;
- The total number of job openings and total number of jobs filled;
- The total number of applicants for all jobs;
- The number of applicants with disabilities hired; and
- The total number of applicants hired.

3. 41 CFR 60-300.44(h) – AUDIT AND REPORTING SYSTEM – VEVRAA

A. VIOLATION: During the period of October 1, 2017 through September 30, 2018, Multiquip failed to design and implement an audit and reporting system that measured the effectiveness of its affirmative action program in accordance with the requirements of 41 CFR 60-300.44(h).

B. OFCCP SPECIFIC FINDINGS. Specifically, during the review period, Multiquip failed to provide documentation demonstrating that Multiquip had designed and implemented an audit and reporting system that measured the effectiveness of its protected veterans affirmative action program.

C. REMEDY: Multiquip will design and implement an audit and reporting system that includes the features required by 41 CFR 60-300.44(h)(1). Where the affirmative action program is found to be deficient, Multiquip will undertake necessary action to bring the program into compliance as required by 41 CFR 60-300.44(h)(2).

4. 41 CFR 60-300.44(k) – DATA COLLECTION ANALYSIS – VEVRAA

A. VIOLATION: During the review period of October 1, 2017 through September 30, 2018, Multiquip failed to document and maintain the required data pertaining to applicants and hires, in violation of 41 CFR 60-300.44(k).

B. OFCCP SPECIFIC FINDINGS. Specifically, during the review period, Multiquip failed to document the required information and cannot maintain non-existent documentation for three years as required.

C. CORRECTIVE ACTION: Multiquip will document the following computations or comparisons pertaining to applicants and hires, on an annual basis, and maintain this data for three (3) years, as required by 41 CFR 60-300.44(k):

- The total number of applicants who self-identified as protected veterans,, or who are otherwise known to be protected veterans;
- The total number of job openings and total number of jobs filled;
- The total number of applicants for all jobs;
- The number of protected veteran applicants hired; and
- The total number of applicants hired.

PART IV. REPORTS REQUIRED

1. Multiquip must submit the documents and reports described below to: Brenda Terreault, Area Office Director, Portland Area Office, 620 SW Main Street, Suite 411, Portland, OR 97205.

REPORT DUE DATE

Report 1: November 1, 2019

Report 2: November 2, 2020

REPORTING PERIOD

Date of this Agreement through September 30, 2019

October 1, 2019 through September 30, 2020

Each progress report shall contain the following:

Pursuant to Violation 1 (Documentation)

- A. Documentation demonstrating that Multiquip has designed and implemented an appropriate audit and reporting system that:
 - 1) Measures the effectiveness of the contractor's individuals with disabilities' AAP;
 - 2) Indicates any need for remedial action;
 - 3) Determines the degree to which their objectives have been attained;
 - 4) Determines whether known individuals with disabilities have had the opportunity to participate in all company sponsored educational, training, recreational, and social activities; and
 - 5) Measures the contractor's compliance with the AAP's specific obligations.
 - 6) Document the actions taken to comply with obligations above (1-5) and retain these documents as employment records.

Pursuant to Violation 2 (Documentation)

- B. Documentation evidencing the contractor documented and maintained required data pertaining to applicants and hires and conducted data analysis pursuant to 41 CFR 60-741.44(k), including:
 - 1) The number of applicants who self-identified as individuals with disabilities, 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.

Pursuant to Violation 3 (Documentation)

C. Documentation demonstrating that Multiquip has designed and implemented an appropriate audit and reporting system that:

- 1) Measures the effectiveness of the contractor's protected veterans' AAP;
- 2) Indicates any need for remedial action;
- 3) Determines the degree to which their objectives have been attained;
- 4) Determines whether known protected veterans have had the opportunity to participate in all company sponsored educational, training, recreational, and social activities; and
- 5) Measures the contractor's compliance with the AAP's specific obligations.
- 6) Document the actions taken to comply with obligations above (1-5) and retain these documents as employment records.

Pursuant to Violation 4 (Documentation)

D. Documentation evidencing the contractor documented and maintained required data pertaining to applicants and hires and conducted data analysis pursuant to 41 CFR 60-300.44(k), including:

- 1) The number of applicants who self-identified as protected veterans, or who are otherwise known to be protected veterans
 - 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 protected veteran applicants hired; and
 - 5) The total number of applicants hired.
2. Multiquip will retain all records and data pertinent to the violation resolved by this Agreement and/or used to prepare required reports, until this Agreement expires or as long as required by OFCCP's regulations, whichever date occurs later.

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PART V. SIGNATURES

This Conciliation Agreement is hereby executed by and between the OFCCP and Multiquip.

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

Andrew Betz
Director of Operations
Multiquip Whiteman
6850 South Business Way
Boise, ID 83716

DATE: 4-1-2019

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

Compliance Officer
Office of Federal Contract
Compliance Programs
Portland Area Office

DATE: 4-5-2019

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

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

DATE: 4/5/2019

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

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

DATE: 4/5/2019