

CONCILIATION AGREEMENT
BETWEEN
THE U.S. DEPARTMENT OF LABOR
OFFICE OF FEDERAL CONTRACT COMPLIANCE PROGRAMS
AND
CROWN LIFT TRUCKS
2055 HAMMOND DRIVE
SCHAUMBURG, ILLINOIS 60173
(R00209242)

PART I: GENERAL PROVISIONS

1. This Agreement is between the Office of Federal Contract Compliance Programs (hereinafter OFCCP) and Crown Lift Trucks located at 2055 Hammond Drive, Schaumburg, Illinois 60173 (hereinafter Crown Lift Trucks – Schaumburg).
2. The violations identified in this Agreement were found during a compliance evaluation of Crown Lift Trucks - Schaumburg that began on October 23, 2018, and were specified in a Notice of Violations issued on August 8, 2019. OFCCP alleges that Crown Lift Trucks - Schaumburg has violated Executive Order 11246, as amended, and the implementing regulations at 41 CFR Chapter 60 due to the specific violations cited in Part II below.
3. This Agreement does not constitute an admission by Crown Lift Trucks – Schaumburg of any violation of Executive Order 11246, as amended, or its implementing regulations.
4. The provisions of this Agreement will become part of Crown Lift Trucks - Schaumburg's Affirmative Action Program (AAP). Subject to the performance by Crown Lift Trucks - Schaumburg of all promises and representations contained herein and in its AAP, all named violations in regard to the compliance of Crown Lift Trucks - Schaumburg with all OFCCP programs will be deemed resolved. However, Crown Lift Trucks - Schaumburg is advised that the commitments contained in this Agreement do not preclude future determinations of noncompliance based on a finding that the commitments are not sufficient to achieve compliance.
5. Crown Lift Trucks - Schaumburg agrees that OFCCP may review compliance with this Agreement. As part of such review, OFCCP may require written reports, inspect the premises, interview witnesses, and examine and copy documents, as may be relevant to the matter under investigation and pertinent to Crown Lift Trucks - Schaumburg's compliance. Crown Lift Trucks - Schaumburg shall permit access to its premises during normal business hours for these purposes.
6. Nothing herein is intended to relieve Crown Lift Trucks - Schaumburg from the obligation to comply with the requirements of Executive Order 11246, as amended, and/or Section 503 of the Rehabilitation Act of 1973, as amended, and/or the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended (38 U.S.C. 4212), and implementing regulations, or any other equal employment statute or executive order or its implementing regulations.

7. Crown Lift Trucks - Schaumburg agrees that there will be no retaliation of any kind against any beneficiary of this Agreement or against any person who has provided information or assistance, or who files a complaint, or who participates in any manner in any proceedings under Executive Order 11246, as amended, and/or Section 503 of the Rehabilitation Act of 1973, as amended, and/or the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended (38 U.S.C. 4212).
8. This Agreement becomes effective on the day it is signed by the District Director for OFCCP (the "Effective Date").
9. If, at any time in the future, OFCCP believes that Crown Lift Trucks - Schaumburg has violated any portion of this Agreement during the term of this Agreement, Crown Lift Trucks - Schaumburg will be promptly notified of that fact in writing. This notification will include a statement of the facts and circumstances relied upon in forming that belief. In addition, the notification will provide Crown Lift Trucks - Schaumburg with 15 days from receipt of the notification to respond in writing, except where OFCCP alleges that such a delay would result in irreparable injury.

Enforcement proceedings for violation of this Agreement may be initiated at any time after the 15-day period has elapsed (or sooner, if irreparable injury is alleged) without issuing a Show Cause Notice.

Where OFCCP believes that Crown Lift Trucks - Schaumburg has violated this Conciliation Agreement, OFCCP may seek enforcement of this Agreement itself and shall not be required to present proof of the underlying violation resolved by this Agreement.

Liability for violation of this Agreement may subject Crown Lift Trucks - Schaumburg to sanctions set forth in Section 209 of the Executive Order and other appropriate relief.

PART II: SPECIFIC PROVISIONS

1. **TECHNICAL VIOLATION:** During the period January 1, 2017, through June 30, 2018, Crown Lift Trucks - Schaumburg 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, Crown Lift Trucks - Schaumburg failed to maintain selection, recruitment, referral, and other personnel procedures to determine whether they result in disparities in the employment or advancement of blacks.

REMEDY: Crown Lift Trucks - Schaumburg agrees to perform in-depth analyses of its total employment process to determine whether and where impediments to equal employment opportunity exist in compliance with 41 CFR 60-2.17(b)

2. **TECHNICAL VIOLATION:** Crown Lift Trucks - Schaumburg failed to 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, Crown Lift Trucks - Schaumburg must ensure that they consist of more than following the same procedures which have previously produced inadequate results. Furthermore, Crown Lift Trucks - Schaumburg must demonstrate that it has made good faith efforts to remove identified barriers, expand employment opportunities, and produce measurable results in compliance with 41 CFR 60-2.17(c).

REMEDY: Crown Lift Trucks - Schaumburg 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 60.217(b) and will subsequently develop and execute action oriented programs designed to correct any problem areas identified as required by 41CFR 60-2.17(c).

3. **TECHNICAL VIOLATION:** Crown Lift Trucks - Schaumburg failed to develop and implement an auditing system that periodically measures the effectiveness of its total affirmative action program as required by 41 CFR 60-2.17(d).

REMEDY: Crown Lift Trucks - Schaumburg will develop and implement an auditing system that periodically measures the effectiveness of its total affirmative action program in compliance with 41 CFR 60-2.17 (d). Actions that are key to a successful affirmative action program include:

Monitor records of all personnel activity including referrals, placements, transfers, promotions, terminations, and compensation at all levels to ensure that its nondiscriminatory policy is carried out;

Require internal reporting on a scheduled basis as to the degree to which equal employment opportunity and organizational objectives are attained;

Review report results with management responsible for recruitment and hiring; and

Advise management responsible for recruitment and hiring of program effectiveness and submit recommendations to improve unsatisfactory performance.

Crown Lift Trucks - Schaumburg commits that the above technical violations will not recur.

PART III: REPORTING

1. Crown Lift Trucks - Schaumburg will retain records pertinent to technical violations cited in Part II above, and to the reports submitted in compliance with Paragraph 2 below. These records shall include data and/or information underlying the required reports. The records will

be retained until the expiration of this Agreement or consistent with regulatory requirements, whichever is later.

2. Crown Lift Trucks - Schaumburg agrees to furnish a report to the OFCCP Chicago District Office at 230 S. Dearborn Street, Room 434, Chicago, Illinois. The report will cover the period from July 1, 2019, to December 31, 2020, and will be due on or before January 15, 2021. The report will include the following:
 - a. Documentation of contacts made to recruitment sources capable of referring qualified blacks. Please identify dates of contact, name of person contacted, job(s) listed, and the results of those contacts (number of referrals from each source, disposition of applicants and the number of hires).
 - b. A list of all hires that occurred during the reporting period including, race, gender, date of hire, location and salary.
 - c. The outcome of the good faith efforts taken to achieve the goals set, specifically for blacks, as identified in the Affirmative Action Plan goals section. In addition to the sources identified by Crown Lift Trucks - Schaumburg, outreach will be made and tracked for the sources attached.
 - d. A copy of analyses and support data used to evaluate and identify problem areas.
 - e. A copy of the AAP narrative addressing internal audit and reporting. Include documentation of the actions taken.

TERMINATION DATE: This agreement will expire 60 days after OFCCP receives the report required in Part III above or on the date the District Director gives notice to Crown Lift Trucks - Schaumburg that Crown Lift Trucks - Schaumburg has satisfied its reporting requirements, whichever occurs earlier, unless OFCCP notifies Crown Lift Trucks - Schaumburg in writing prior to the end of the 60-day period that Crown Lift Trucks - Schaumburg has not satisfied its reporting requirements pursuant to this Agreement.

INTEGRATION CLAUSE: This Agreement represents the full Agreement between Crown Lift Trucks - Schaumburg and the OFCCP and this Agreement supersedes any other agreements, oral or written. In signing this Agreement, neither Crown Lift Trucks - Schaumburg nor the OFCCP relies upon any promise, representation of the fact or law, or other inducement that is not expressed in this Agreement. This Agreement may be modified only by written agreement of the Parties affected and may not be modified by any oral agreement.

PART IV: SIGNATURES

The person signing this Conciliation Agreement on behalf of Crown Lift Trucks - Schaumburg personally warrants he/she is fully authorized to do so, that Crown Lift Trucks - Schaumburg has entered into this Conciliation Agreement voluntarily and with full knowledge of the effect thereof, and that execution of this Agreement is fully binding on Crown Lift Trucks - Schaumburg. This Conciliation Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and Crown Lift Trucks - Schaumburg.

Date 9-24-19

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

~~JAMES Kelley~~ Kelly
~~General Manager~~ BRANCH MANAGER
Crown Lift Trucks
Schaumburg, Illinois

Date 9-24-19

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

(b) (7)(C), (b) (7)(E)
Compliance Officer
OFCCP, Chicago District Office

Date 9-24-19

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

SHELLEY J. GORDON
Assistant District Director
OFCCP, Chicago District Office

Date 9/24/2019

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

MICHAEL J. THOMAS
District Director
OFCCP, Chicago District Office