

Conciliation Agreement  
Between the  
U.S. Department of Labor Office of Federal Contract Compliance Programs  
And  
Ellwood Crankshaft and Machine Company

**I. Preliminary Statement**

The Office of Federal Contract Compliance Programs (OFCCP) evaluated the Ellwood Crankshaft and Machine Company (hereinafter Ellwood Crankshaft) establishment located at 2727 Freedland Road, Hermitage, Pennsylvania 16148-9027, beginning on April 9, 2020. OFCCP found that Ellwood Crankshaft failed to comply with Executive Order 11246, as amended (E.O. 11246 or the Executive Order), 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 respective implementing regulations at 41 CFR Chapter 60-2, 60-300, and 60-741.

OFCCP notified Ellwood Crankshaft of the specific violations and the remedies required in a Notice of Violation issued on September 3, 2020 (NOV).

In the interest of resolving the violations without engaging in further legal proceedings and in exchange for sufficient and valuable consideration described in this document, OFCCP and Ellwood Crankshaft enter into this Conciliation Agreement (Agreement) and its attachments, and the parties agree to all the terms therein.

The attachments to this Agreement are deemed incorporated into this Agreement.

**II. General Terms and Conditions**

1. In exchange for Ellwood Crankshaft'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 Ellwood Crankshaft violates any provision of this Agreement, as set forth in Paragraph 11, below. Nothing in this Agreement precludes OFCCP from initiating enforcement proceedings based on future compliance evaluations or complaint investigations.
2. OFCCP may review Ellwood Crankshaft'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. Ellwood Crankshaft 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 it requests, including those specified in this Agreement.
3. Nothing in this Agreement relieves Ellwood Crankshaft 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. Ellwood Crankshaft and OFCCP agree that any release of claims required by this Agreement will only pertain to claims under E.O. 11246, Section 503, and/or VEVRAA.
5. Ellwood Crankshaft 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.
6. The parties understand the terms of this Agreement and enter into it voluntarily.
7. This Agreement, including its attachments, 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.
8. This Agreement becomes effective on the day it is signed by the District Director (the Effective Date).
9. If one or more provisions of this Agreement is deemed unlawful or unenforceable, the remaining provisions will remain in full force and effect.
10. This Agreement will expire sixty (60) days after Ellwood Crankshaft submits its final progress report required in Section IV, below, unless OFCCP notifies Ellwood Crankshaft in writing before the expiration date that Ellwood Crankshaft 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 Ellwood Crankshaft has met all of its obligations under the Agreement.
11. If Ellwood Crankshaft violates this Agreement:
  - a. The procedures at 41 C.F.R. 60-1.34, 41 C.F.R. 60-300. 63 (2014) and 41 C.F.R. 60-741.63 (2014) will govern:
    - i. OFCCP will send Ellwood Crankshaft a written notice stating the alleged violations and summarizing any supporting evidence.
    - ii. The Ellwood Crankshaft 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 Ellwood Crankshaft is unable to demonstrate that it has not violated the Agreement, or if OFCCP's 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 Ellwood Crankshaft, 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 agreed to in the Agreement.
  - b. Ellwood Crankshaft may be subject to the sanctions set forth in Section 209 of the Executive Order, 41 C.F.R. 60-1.27, 41 C.F.R. 60-741.66 (2014), and 41 C.F.R. 60-300.66 (2014), and/or other appropriate relief for violating this Agreement.
12. Ellwood Crankshaft neither admits nor denies any violation of the Executive Order, Section 503 or VEVRAA, nor has there been an adjudication on the merits regarding any such violation.
13. OFCCP may seek enforcement of this Agreement itself and is not required to present proof of any underlying violations resolved by this Agreement.
14. 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.
15. Each party shall bear its own fees and expenses with respect to this matter.
16. 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.
17. All references to “days” in this Agreement, and in the Timeline included as Attachment B, 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 September 1, 2018, through August 31, 2019, Ellwood Crankshaft 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, Ellwood Crankshaft failed to demonstrate that it made good faith efforts to remove identified barriers, expand employment opportunities, and produce measureable results for females in Job Group 3.

**REMEDY:** Ellwood Crankshaft 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, Ellwood Crankshaft will make good faith efforts to remove identified barriers, expand employment opportunities, and produce measurable results for females in Job Group 3.

2. **VIOLATION:** During the period September 1, 2019, through February 29, 2020,

Ellwood Crankshaft 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, Ellwood Crankshaft failed to demonstrate that it made good faith efforts to remove identified barriers, expand employment opportunities, and produce measureable results for females in Job Group 7.

**REMEDY:** Ellwood Crankshaft 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, Ellwood Crankshaft will make good faith efforts to remove identified barriers, expand employment opportunities, and produce measurable results for females in Job Group 7.

3. **VIOLATION:** During the period September 1, 2018, through February 29, 2020, Ellwood Crankshaft failed to immediately list all employment openings with either the state workforce agency job bank or a local employment service delivery system serving the location where the openings occurred in violation of 41 CFR 60-300.5(a) 2-6.

**REMEDY:** Ellwood Crankshaft will list all employment openings as they occur with an appropriate employment service delivery system (ESDS) (either the state workforce agency job bank or a local ESDS) where the openings occur, in a manner and format that will allow the ESDS to provide priority referrals of protected veterans to Ellwood Crankshaft, as required by 41 CFR 60-300.5(a) 2-6. With its initial listing, and as subsequently needed to update the information, Ellwood Crankshaft will also advise the employment service delivery system that it is a federal contractor that desires priority referrals of protected veterans for job openings at all locations within the state and provide the employment service delivery system with the name and address of each of its hiring locations within the state and the contact information for the contractor official responsible for hiring at each location, in accordance with 41 CFR 60-300.5(a)4. Should any of the information in the disclosures change since it was last reported to the ESDS, Ellwood Crankshaft shall provide updated information simultaneously with its next job listing.

4. **VIOLATION:** During the period September 1, 2018, through August 31, 2019, Ellwood Crankshaft failed to document all activities it undertook to comply with its external outreach and recruitment efforts; and to maintain those documents for a period of three (3) years, in accordance with 41 CFR 60-300.44(f)(4).

**REMEDY:** Ellwood Crankshaft will document all activities it undertakes to comply with its external outreach and recruitment efforts; and to maintain those documents for a period of three (3) years, in accordance with 41 CFR 60-300.44(f)(4).

5. **VIOLATION:** During the period September 1, 2018, through February 29, 2020, Ellwood Crankshaft failed to document all activities it undertook to comply with its external outreach and recruitment efforts; and to maintain those documents for a period of three (3) years, in accordance with 41 CFR 60-741.44(f)(4).

**REMEDY:** Ellwood Crankshaft will document all activities it undertakes to comply with its external outreach and recruitment efforts; and to maintain those documents for a period of three (3) years, in accordance with 41 CFR 60-741.44(f)(4).

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

1. **Recordkeeping.** Ellwood Crankshaft agrees to retain all records relevant to the violations cited in Sections 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. Ellwood Crankshaft will retain the records until this Agreement expires or for the time period consistent with regulatory requirements, whichever is later.

2. **Ellwood Crankshaft Reports.**

a. **Schedule and Instructions.** Ellwood Crankshaft agrees to furnish OFCCP with the following reports during the Monitoring Period according to the following schedule:

The first progress report shall be due eight months after the effective date of this Agreement and shall cover the six month period of time beginning on the effective date of this Agreement, and will include:

**For Violations 1 and 2:**

A report on Ellwood Crankshaft's affirmative action goals for females in Job Group 3 and Job Group 7. This report should include:

- i. Job Group representation at the start of the AAP year (i.e., total incumbents, and total female incumbents);
- ii. The percentage placement rates (percent goals) established for females at the start of the reporting period; and
- iii. The actual number of placements (hire plus promotions) made during the period into Job Group 3 and Job Group 7 (i.e., total placements and total female placements). For goals not attained, describe the specific good faith efforts made for females to remove identified barriers, expand equal employment opportunity, and produce measurable results.

Copies of all responses or other related correspondence received from each of the organizations use during the reporting period to recruit qualified females in Job Group 3 and Job Group 7

**For Violation 3:**

A list of all employment openings that occurred; a) documentation to confirm these openings were listed with the appropriate ESDS (either the state workforce agency job bank or a local ESDS) where the openings occurred, in a manner and format that allows the ESDS to provide priority referrals of protected veterans to Ellwood Crankshaft; b) in the first report, documentation that Ellwood Crankshaft advised the appropriate ESDS, with its initial listing, that it is a federal contractor that desires priority referrals of protected veterans for job openings at all locations within the state; and c) in the first report, documentation to confirm that, in its initial listing, Ellwood Crankshaft provided the ESDS with the name and address of each of its hiring locations within the state, and the contact information for the Ellwood Crankshaft official responsible for hiring at each location. Documentation of the above should include copies of the written notification(s) to the ESDS. Should any of the information in the disclosures change since it was last reported to the ESDS, Ellwood Crankshaft shall provide updated information simultaneously with its next job listing;

Copies of all responses received from each employment service delivery system used during the report period.

**For Violation 4:**

Documentation to verify that Ellwood Crankshaft undertook appropriate outreach and positive recruitment activities reasonably designed to effectively recruit qualified protected veterans and conducted an assessment of its efforts. This documentation should include a copy of the sections of Ellwood Crankshaft's AAP that list: a) Its outreach activities with supporting documentation; b) An assessment of the effectiveness of each activity; and c) A copy of Ellwood Crankshaft's annual assessment of the effectiveness of the totality of its outreach activities, as required by 41 C.F.R. § 60-300.44(f)(3). Ellwood Crankshaft should note that 41 C.F.R. § 60-300.44(f) lists examples of several types of organizations that may be enlisted for assistance and support in recruiting and developing on-the-job training opportunities for protected veterans; and

Copies of relevant correspondence from each of the organizations or other documentation of outreach efforts used during the reporting period in efforts to recruit qualified protected veterans.

**For Violation 5:**

Documentation showing that Ellwood Crankshaft undertook appropriate outreach and positive recruitment activities reasonably designed to effectively recruit qualified individuals with disabilities and conducted an assessment of its efforts. This documentation should include a copy of the sections of Ellwood Crankshaft's AAP that list: a) Its outreach activities with supporting documentation; b) An assessment of the effectiveness of each activity; and c) A copy of Ellwood Crankshaft's annual assessment of the effectiveness of the totality of its outreach activities, as required by 41 C.F.R. § 60-

741.44(f)(3). Ellwood Crankshaft should note that 41 C.F.R. § 60-741.44(f) lists several examples of resources that may aid contractors in effectively recruiting and employing qualified individuals with disabilities; and

Copies of all responses or other related correspondence received from each of the organizations used during the reporting period in efforts to recruit qualified individuals with disabilities.

The second progress report shall cover the successive six month period and shall be due two months after the conclusion of the second six month period. The report will include:

**For Violations 1 and 2:**

A report on Ellwood Crankshaft's affirmative action goals for females in Job Group 3 and Job Group 7. This report should include:

- iv. Job Group representation at the start of the AAP year (i.e., total incumbents, and total female incumbents);
- v. The percentage placement rates (percent goals) established for females at the start of the reporting period; and
- vi. The actual number of placements (hire plus promotions) made during the period into Job Group 3 and Job Group 7 (i.e., total placements and total female placements). For goals not attained, describe the specific good faith efforts made for females to remove identified barriers, expand equal employment opportunity, and produce measurable results.

Copies of all responses or other related correspondence received from each of the organizations use during the reporting period to recruit qualified females in Job Group 3 and Job Group 7.

**For Violation 3:**

A list of all employment openings that occurred; a) documentation to confirm these openings were listed with the appropriate ESDS (either the state workforce agency job bank or a local ESDS) where the openings occurred, in a manner and format that allows the ESDS to provide priority referrals of protected veterans to Ellwood Crankshaft; b) in the first report, documentation that Ellwood Crankshaft advised the appropriate ESDS, with its initial listing, that it is a federal contractor that desires priority referrals of protected veterans for job openings at all locations within the state; and c) in the first report, documentation to confirm that, in its initial listing, Ellwood Crankshaft provided the ESDS with the name and address of each of its hiring locations within the state, and the contact information for the Ellwood Crankshaft official responsible for hiring at each location. Documentation of the above should include copies of the written notification(s) to the ESDS. Should any of the

information in the disclosures change since it was last reported to the ESDS, Ellwood Crankshaft shall provide updated information simultaneously with its next job listing;

Copies of all responses received from each employment service delivery system used during the report period.

**For Violation 4:**

Documentation to verify that Ellwood Crankshaft undertook appropriate outreach and positive recruitment activities reasonably designed to effectively recruit qualified protected veterans and conducted an assessment of its efforts. This documentation should include a copy of the sections of Ellwood Crankshaft's AAP that list: a) Its outreach activities with supporting documentation; b) An assessment of the effectiveness of each activity; and c) A copy of Ellwood Crankshaft's annual assessment of the effectiveness of the totality of its outreach activities, as required by 41 C.F.R. § 60-300.44(f)(3). Ellwood Crankshaft should note that 41 C.F.R. § 60-300.44(f) lists examples of several types of organizations that may be enlisted for assistance and support in recruiting and developing on-the-job training opportunities for protected veterans; and

Copies of relevant correspondence from each of the organizations or other documentation of outreach efforts used during the reporting period in efforts to recruit qualified protected veterans.

**For Violation 5:**

Documentation showing that Ellwood Crankshaft undertook appropriate outreach and positive recruitment activities reasonably designed to effectively recruit qualified individuals with disabilities and conducted an assessment of its efforts. This documentation should include a copy of the sections of Ellwood Crankshaft's AAP that list: a) Its outreach activities with supporting documentation; b) An assessment of the effectiveness of each activity; and c) A copy of Ellwood Crankshaft's annual assessment of the effectiveness of the totality of its outreach activities, as required by 41 C.F.R. § 60-741.44(f)(3). Ellwood Crankshaft should note that 41 C.F.R. § 60-741.44(f) lists several examples of resources that may aid contractors in effectively recruiting and employing qualified individuals with disabilities; and

Copies of all responses or other related correspondence received from each of the organizations used during the reporting period in efforts to recruit qualified individuals with disabilities.

Ellwood Crankshaft will submit reports to District Director Tracie Brown, 2103 Federal Building, 1000 Liberty Avenue, Pittsburgh, Pennsylvania 15222, (b) (6), (b) (7)(C) dol.gov. Ellwood Crankshaft 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 Ellwood Crankshaft provides in accordance with this

agreement are customarily kept private or closely-held, and the Ellwood Crankshaft believes should remain confidential under Exemption 4 of the Freedom of Information Act (FOIA) in the event of a FOIA request, Ellwood Crankshaft will provide such reports to OFCCP marked as "Confidential". In the event of a FOIA request, OFCCP will treat any such documents received as confidential documents.

- 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 Ellwood Crankshaft's final progress report as set forth in Part II, Paragraph 10 above. If OFCCP fails to notify Ellwood Crankshaft in writing within sixty (60) days of the date of the final progress report that Ellwood Crankshaft 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 Ellwood Crankshaft within the allotted time that it has not fulfilled all of its obligations, this Agreement is automatically extended until the date that OFCCP determines Ellwood Crankshaft has met all of its obligations under the Agreement.

## V. SIGNATURES

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

This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and Ellwood Crankshaft and Machine Company, 2727 Freedland Road, Hermitage, Pennsylvania 16148-9027.

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

\_\_\_\_\_  
Brian Taylor  
President  
Ellwood Crankshaft and Machine Company  
Hermitage, Pennsylvania 16148-9027

DATE: 9/18/2020

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

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Tracie Brown  
District Director  
OFCCP – Pittsburgh District Office

DATE: September 21, 2020