

Conciliation Agreement
Between the
U.S. Department of Labor Office of Federal Contract Compliance Programs
and
Cramer & Associates, Inc.

I. Preliminary Statement

The Office of Federal Contract Compliance Programs (OFCCP) evaluated the construction projects of Cramer & Associates, Inc. (Cramer & Associates) located in the Cedar Rapids, IA Non-Standard Metropolitan Statistical Area (Non-SMSA) beginning on March 21, 2022. OFCCP found that Cramer & Associates failed to comply with Executive Order 11246, as amended (E.O. 11246 or the Executive Order) and their respective implementing regulations at 41 C.F.R. Chapter 60.

OFCCP notified Cramer & Associates of the specific violations and the corrective actions required in an Amended Notice of Violation (NOV) issued on September 20, 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 Cramer & Associates 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 Cramer & Associates' fulfillment of all its obligations in this Agreement, OFCCP will not institute administrative or judicial enforcement proceedings under: Executive Order 11246, as amended; Section 503 of the Rehabilitation Act of 1973 (Section 503), as amended; or the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (VEVRAA), as amended, based on the violations alleged in the NOV. However, OFCCP retains the right to initiate legal proceedings to enforce this Agreement if Cramer & Associates 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 Cramer & Associates' compliance with this Agreement. As part of this review, OFCCP may require written reports, inspect the premises, interview witnesses, and examine and copy documents. Cramer & Associates 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 Cramer & Associates 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. Cramer & Associates 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 Cramer & Associates submits its final progress report required in Section IV below, unless OFCCP notifies Cramer & Associates in writing before the expiration date that Cramer & Associates 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 Cramer & Associates has met all of its obligations under the Agreement.
10. If Cramer & Associates violates this Agreement:
 - a. The procedures at 41 C.F.R. § 60-1.34 will govern:
 - i. OFCCP will send Cramer & Associates a written notice stating the alleged violations and summarizing any supporting evidence.
 - ii. Cramer & Associates 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 Cramer & Associates 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 Cramer & Associates, 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. Cramer & Associates may be subject to the sanctions set forth in 209 of the Executive Order, 41 C.F.R. § 60-1.27, and/or other appropriate relief for violating this Agreement.
11. Cramer & Associates 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 April 1, 2021, through March 31, 2022, Cramer & Associates failed to establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when Cramer & Associates had employment opportunities available, and maintain a record of the organizations’ responses, as required by 41 C.F.R. § 60-4.3(a)7.b.

REMEDY: Cramer & Associates will establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when Cramer & Associates has employment opportunities available, and maintain a record of the organizations’ responses, as required by 41 C.F.R. § 60-4.3(a)7.b.

2. **VIOLATION:** During the period of April 1, 2021, through March 31, 2022, Cramer & Associates failed to direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students, and to minority and female recruitment and training organizations serving the Cramer & Associates' recruitment area and employment needs, as required by 41 C.F.R. § 60-4.3(a)7.i.

REMEDY: Cramer & Associates will direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving Cramer & Associates' recruitment area and employment needs. Furthermore, Cramer & Associates will ensure that, not later than one month prior to the date for the acceptance of applications for apprenticeships or other training, it sends written notification to such organizations, describing the openings, screening procedures, and tests to be used in the selection process, as required by 41 C.F.R. § 60-4.3(a)7.i.

IV. OFCCP Monitoring Period

1. **Recordkeeping.** Cramer & Associates 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. Cramer & Associates will retain the records until this Agreement expires or for the time period consistent with regulatory requirements, whichever is later.
2. **Progress Reports.** Cramer & Associates agrees to furnish OFCCP with the following report during the Monitoring Period according to the following schedule:

The Progress Report will be due on October 18, 2024. The Progress Report will cover the period from the effective date of this Agreement through September 30, 2024, and will include the following:

Pursuant to Violation 1:

- A list of minority and female recruitment sources used by Cramer & Associates.
- Copies of all written notification (correspondences to and responses received) to minority and female recruitment sources, community organizations and any union referrals regarding all available employment opportunities. Job opportunities must be listed with sources at least ten (10) days prior to hire date, when possible.
- Documentation of all recruitment contacts, including date of contact, job openings listed, name of contact person, and disposition.

Pursuant to Violation 2:

- Documentation that Cramer & Associates directed recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students, and to minority and female recruitment and training organizations serving the recruitment area of Cramer & Associates no later than one month prior to the date for acceptance of applications for apprenticeship or other training by any recruitment source.

Cramer & Associates will submit reports to Compliance Officer (b) (6), (b) (7)(C) at (b) (6), (b) (7)(C)@dol.gov. Cramer & Associates 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 Cramer & Associates provides in accordance with this Agreement are trade secrets, commercial, and/or financial in nature, and customarily kept private or closely-held, and Cramer & Associates believes should remain confidential under Exemption 4 of the Freedom of Information Act (FOIA) in the event of a FOIA request, Cramer & Associates will provide such reports to OFCCP marked as "Confidential." In the event of a FOIA request, OFCCP will promptly notify Cramer & Associates of the FOIA request and provide Cramer & Associates 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 Cramer & Associates' final progress report as set forth in Section II, Paragraph 9 above. If OFCCP fails to notify Cramer & Associates in writing within sixty (60) days of the date of the final progress report that Cramer & Associates 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 Cramer & Associates within the allotted time that it has not fulfilled all of its obligations, this Agreement is automatically extended until the date that OFCCP determines Cramer & Associates has met all of its obligations under the Agreement.

V. SIGNATURES

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

This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and Cramer & Associates, Inc., located at 3100 SW Brookside Drive, Grimes, IA 50111.

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

Dan Cramer
President
Cramer & Associates, Inc.
Grimes, IA

DATE: 10 - 2 - 2023

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

Karen D. Wallace
District Director
OFCCP, Chicago District Office

DATE: 10/4/23