

**Conciliation Agreement
Between the
U.S. Department of Labor
Office of Federal Contract Compliance Programs
And
Halifax Linen Service
256 US Highway 158
Roanoke Rapid, NC 27870-4280**

I. Preliminary Statement

The Office of Federal Contract Compliance Programs (OFCCP) evaluated Halifax Linen Service (hereinafter Halifax) located at 256 US Highway 158, Roanoke Rapid, North Carolina beginning on July 16, 2021. OFCCP found that Halifax failed to comply with the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. § 4212 (VEVRAA) and their respective implementing regulations at 60-741.

OFCCP notified Halifax of the specific violation(s) and the corrective action(s) required in a Notice of Violation (NOV) issued on February 3, 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 Halifax 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 Halifax's fulfillment of all its obligations in this Agreement, OFCCP will not institute administrative or judicial enforcement proceedings under VEVRAA based on the violation alleged in the NOV. However, OFCCP retains the right to initiate legal proceedings to enforce this Agreement if Halifax 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 Halifax'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. Halifax 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 Halifax of its obligation to fully comply with the requirements of E.O. 11246 and VEVRAA, their implementing regulations, or other

applicable laws requiring nondiscrimination or equal employment opportunity through affirmative action.

4. Halifax 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 Christopher D. Williams, Acting District Director of the Nashville District Office.
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 Halifax submits its final progress report required in Section IV, below, unless OFCCP notifies Halifax in writing before the expiration date that Halifax 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 Halifax has met all of its obligations under the Agreement.
10. If Halifax violates this Agreement:
 - a. The procedures at 41 C.F.R. §60-300.63 will govern:
 - i. OFCCP will send Halifax a written notice stating the alleged violation(s) and summarizing any supporting evidence.
 - ii. Halifax 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 Halifax 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 Halifax, 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. Halifax may be subject to the sanctions set forth in 41 C.F.R. §60-300.66, and/or other appropriate relief for violating this Agreement.
- 11. Halifax does not admit any violation of the 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

VIOLATION: During the period August 10, 2019, through December 31, 2020, Halifax 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.

CORRECTIVE ACTION: Halifax 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 Halifax, as required by 41 CFR 60-300.5(a)2-6. With its initial listing, and as subsequently needed to update the information, Halifax 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, Halifax will provide updated information simultaneously with its next job listing.

IV. OFCCP Monitoring Period

1. Halifax Report.

Halifax agrees to furnish OFCCP with the following report during the Monitoring Period. The report will contain the documentation specified according to the following schedule:

Progress Report: The report shall be due March 31, 2024, and will cover the period beginning March 1, 2023, through February 28, 2024.

Pursuant to Remedy 1:

Documentation of Halifax's listing of all job openings, as defined by 41 CFR §60-300.5(a) 2 through 6, with the local the state workforce agency job bank or a local ESDS where the openings occur; along with a report on the number of referrals/responses and the number of hires, and to the extent known, the number of Vietnam Era and other veterans covered under OFCCP's regulations.

Halifax will submit the progress report to:

U.S. Department of Labor
Office of Federal Contract Compliance Programs
1321 Murfreesboro Road, Suite 301
Nashville, TN 37217

Attn: Compliance Officer (b) (6), (b) (7)(C) and Assistant District Director Rhue Shelton
E-mail addresses at (b) (6), (b) (7)(C)@dol.gov and (b) (6), (b) (7)(C)@dol.gov.

Halifax and OFCCP have a common interest in the information being provided in the report pursuant to this Agreement. To the extent the report Halifax provide in accordance with this Agreement are trade secrets, commercial, and/or financial in nature, and customarily kept private or closely held, and that Halifax believes should remain confidential under Exemption 4 of the Freedom of Information Act (FOIA) in the event of a FOIA request, Halifax will provide such report to OFCCP marked as "Confidential". In the event of a FOIA request, OFCCP will promptly notify Halifax of the FOIA request and provide Halifax an opportunity to object to disclosure. OFCCP will withhold disclosure of such reports to the maximum extent allowable by law.

2. **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 Halifax's progress report as set forth in Section II, Paragraph 9 above. If OFCCP fails to notify Halifax in writing within sixty (60) days of the date of the progress report that Halifax has not fulfilled all of its obligations under the Agreement, OFCCP will be deemed to have accepted the report and the Monitoring Period and this Agreement will terminate. If OFCCP notifies Halifax within the allotted time that it has not fulfilled all of its obligations, this Agreement is automatically extended until the date that OFCCP determines Halifax has met all of its obligations under the Agreement.

V. SIGNATURES

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

This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and Halifax Linen Service, 256 US Highway 158, Roanoke Rapid, North Carolina 27870.

Date:

2/14/23

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

Preston McElheney

Owner

Halifax Linen Service

Roanoke Rapid, NC 27870

Date:

02/16/23

for

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

Rhue Heflin Shelton

Assistant District Director

OFCCP – Nashville District Office

Date:

2/16/2023

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

Compliance Officer

OFCCP – Nashville District Office

Date:

02/16/23

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

Christopher D. Williams

District Director – Birmingham District
Office