

Conciliation Agreement
Between the

U.S. Department of Labor Office of Federal Contract Compliance Programs

And

Dynamic Metals, LLC
54347 Highland Boulevard
Elkhart, Indiana

I. Preliminary Statement

The Office of Federal Contract Compliance Programs (OFCCP) evaluated the Dynamic Metals, LLC's (Contractor) establishment located at 54347 Highland Boulevard, Elkhart, Indiana 46516, beginning on January 16, 2024. OFCCP found that Contractor failed to comply 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 60-300.44(f)(1)(i), 41 CFR 60-300.44(f)(3), and 41 CFR 60-300.5(a)2-6.

OFCCP notified Contractor of the specific violation(s) and the corrective action(s) required in a Notice of Violation (NOV) issued on May 8, 2024.

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 Contractor 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 Contractor'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 Contractor 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 Contractor'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. Contractor 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 Contractor 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. Contractor 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 Contractor submits its final progress report required in Section IV, below, unless OFCCP notifies Contractor in writing before the expiration date that Contractor 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 Contractor has met all of its obligations under the Agreement.
10. If Contractor violates this Agreement:
 - a. The procedures at 41 C.F.R. 60-300.63 will govern:
 - i. OFCCP will send Contractor a written notice stating the alleged violation(s) and summarizing any supporting evidence.
 - ii. The Contractor 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 Contractor 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 the Contractor, 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. Contractor 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. Contractor 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

1. **VIOLATION:** During the period of January 1, 2023 through December 31, 2023, Contractor failed to undertake appropriate outreach and positive recruitment activities that are reasonably designed to effectively recruit protected veterans, as required by 41 CFR 60-300.44(f)(1)(i).

REMEDY: Contractor will undertake appropriate external outreach and positive recruitment activities that are reasonably designed to effectively recruit protected veterans, such as those listed at 41 CFR 60-300.44(f)(2). Contractor shall contact but is not limited to the following sources:

Mr. John Zeigler
Community Director
Operation – Job Ready Veterans
8604 Allisonville Road, Suite 220
Indianapolis, IN 46250
Phone: 317- (b) (6), (b) (7)(C)
Email: (b) (6), (b) (7)(C)@jobreadyvets.org

Mr. Zack Perez
Disabled Outreach Veteran Specialist
WorkOne Northern Indiana
430 Waterfall Drive
Elkhart, IN 46516
Phone: 574- (b) (6), (b) (7)(C)
Email: (b) (6), (b) (7)(C)@gotoworkone.com

2. **VIOLATION:** During the period January 1, 2023 through December 31, 2023, Contractor failed to annually review the effectiveness of the outreach and recruitment efforts it took over the previous twelve months to identify and recruit qualified protected veterans, as required by 41 CFR 60–300.44(f)(3).

REMEDY: Contractor will annually review its outreach and recruitment activities, assess their effectiveness, and document this review, in accordance with 41 CFR 60-300.44(f)(3). If Contractor concludes that the totality of its efforts were not effective in identifying and recruiting qualified protected veterans, it shall identify and implement alternative efforts listed in 41 CFR 60–300.44(f)(1) or (f)(2).

3. **VIOLATION:** During the period January 1, 2023 through December 31, 2023, Contractor 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: Contractor 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 Contractor, as required by 41 CFR 60–300.5(a)2–6. With its initial listing, and as subsequently needed to update the information, Contractor must 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, Contractor shall provide updated information simultaneously with its next job listing.

IV. OFCCP Monitoring Period

Recordkeeping. Contractor agrees to retain all records relevant to the violations cited in Section III. Specifically, the contractor shall provide:

- a) Per Remedy #1, copies of all letters, memos, records of telephone calls, and any other correspondence and documents relating to Contractor’s outreach/recruitment

activities for veterans with at least the recruitment sources identified, and any additional outreach sources the Contractor utilized.

- b) Per Remedy#2, the contractor shall provide it's VEVRAA AAP section pertaining to its annual assessment of the effectiveness of its outreach/recruitment efforts including any and all records used to determine the viability of the contractor's good faith efforts.
- c) Per Remedy #3, copies of all letters, memos, records of telephone calls, and any other correspondence relating the contractors job posting acvities with the local Employment Service Delivery System (WorkOne) as required by the mandatory listing.

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. Contractor will retain the records until this Agreement expires or for the time period consistent with regulatory requirements, whichever is later.

1. **Contractor Reports.**

Contractor agrees to furnish OFCCP with the following reports during the Monitoring Period. Each report will contain the documentation specified according to the dates scheduled:

- a. Progress Report 1: Due on January 15, 2025 covering the period of June 1, 2024 through December 31, 2024.
Documentation shall include a list of referrals received from the contacts in remedies #1 and #3 and any other source, and include the following information on each referral:
 - Name
 - Veteran status
 - Job title considered for
 - Job title hired into (if applicable)
 - Date of hire (if applicable)
 - Starting Salary (if applicable)
 - Reason for non-selection (if applicable)
- b. Progress Report 2: Due on July 15, 2025 covering the period of January 1, 2025 through June 30, 2025.
Documentation shall include the same information as was reported in Progress Report #1 along with the Contractor's annual review of its outreach and recruitment efforts it took to identify and recruit qualified veterans, as required by 41 CFR 60-300.44(f)(3), this assessment shall include an assessment for each

use used to recruit veterans as well as an overall assessment of the efforts in their totality.

Contractor will submit reports to Compliance Investigator (b) (6), (b) (7)(C) at (b) (6), (b) (7)(C)@dol.gov. Contractor 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 Contractor provides in accordance with this Agreement are trade secrets, commercial, and/or financial in nature, and customarily kept private or closely-held, and the Contractor believes should remain confidential under Exemption 4 of the Freedom of Information Act (FOIA) in the event of a FOIA request, Contractor will provide such reports to OFCCP marked as "Confidential". In the event of a FOIA request, OFCCP will promptly notify Contractor of the FOIA request and provide Contractor an opportunity to object to disclosure. OFCCP will withhold disclosure of such reports to the maximum extent allowable by law.

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 Contractor's final progress report as set forth in Section II, Paragraph 9 above. If OFCCP fails to notify Contractor in writing within sixty (60) days of the date of the final progress report that Contractor 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 Contractor within the allotted time that it has not fulfilled all of its obligations, this Agreement is automatically extended until the date that OFCCP determines Contractor has met all of its obligations under the Agreement.

V. SIGNATURES

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

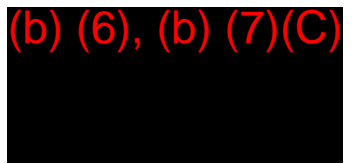
This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and Dynamic Metals, LLC, 54347 Highland Boulevard, Elkhart, Indiana.

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

Kent Herber
Vice President of Operations
Contractor, LLC
Elkhart, Indiana

DATE: 5-15-24

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



David Smith
District Director
OFCCP, Midwest Region

DATE: 5/17/2024