

Conciliation Agreement  
Between the  
U.S. Department of Labor Office of Federal Contract Compliance Programs  
And  
Gentex Corporation  
324 Main Street  
Carbondale, PA 18407  
OFCCP Case No. R00202955

**PART I: General Provisions**

1. This Agreement is between the U.S. Department of Labor, Office of Federal Contract Compliance Programs (OFCCP), and Gentex Corporation (hereinafter Gentex).
2. The violations identified in this Agreement were found during a compliance evaluation of Gentex which began on February 2, 2017, and were specified in a Notice of Violation that was issued on January 8, 2019. OFCCP alleges that Gentex has violated Section 503 of the Rehabilitation Act of 1973, as amended; the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended (38 U.S.C. 4212) and implementing regulations at 41 C.F.R. Chapter 60 due to the specific violations cited in Part II below.
3. This Agreement does not constitute an admission by Gentex of any violation of Section 503 of the Rehabilitation Act of 1973, as amended; the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, (38 U.S.C. 4212)] and the implementing regulations.
4. The provisions of this Agreement will become part of Gentex's Affirmative Action Program (AAP). Subject to the performance by Gentex of all promises and representations contained herein and in its AAP, all named violations in regard to the compliance of Gentex with all OFCCP programs will be deemed resolved. However, Gentex 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. Gentex agrees that OFCCP may review compliance with this Agreement. As part of this 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 Gentex's compliance. Gentex shall permit access to its premises during normal business hours for these purposes.
6. Nothing herein is intended to relieve Gentex from the obligation to comply with the requirements of Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, and the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended (38 U.S.C. 4212), their implementing regulations, or any other equal employment statute or executive order or its implementing regulations.
7. Gentex 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, 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 will be deemed to have been accepted by the Government on the date of the signature by the Acting Assistant District Director for OFCCP, unless the Regional Director or the Director of OFCCP indicates otherwise within 45 calendar days of the Acting Assistant District Director's signature on this Agreement.
9. If at any time in the future, OFCCP believes that Gentex has violated any portion of this Agreement during the term of this Agreement, Gentex 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 Gentex with 15 calendar 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 Gentex has violated this Conciliation Agreement, OFCCP may seek enforcement of this Agreement itself and shall not be required to present proof of the underlying violations resolved by this Agreement.

Liability for violation of this Agreement may subject Gentex to sanctions set forth in 41 C.F.R. § 60-300.66 and/or 41 C.F.R. § 60-741.66 and/or other appropriate relief.

## **PART II: Specific Provisions**

1. **VIOLATION:** During the period April 1, 2015, through March 1, 2017, Gentex 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 C.F.R. § 60-300.5(a)2-6.

**REMEDY:** Beginning on March 2, 2017, Gentex began listing all employment openings with an appropriate employment service delivery system (ESDS). Gentex must continue to 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 Gentex, as required by 41 C.F.R. § 60-300.5(a)2-6. With its initial listing, and as subsequently needed to update the information, Gentex 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 C.F.R. § 60-300.5(a)4. Should any of the information in the disclosures change since it was last reported to the ESDS, Gentex shall provide updated information simultaneously with its next job listing.

2. **VIOLATION:** During the period April 1, 2015, through present, Gentex failed to undertake appropriate outreach and positive recruitment activities that were reasonably designed to effectively recruit qualified individuals with disabilities, document these activities, assess their effectiveness, and document its review, in violation of 41 C.F.R. § 60-741.44(f). Specifically, Gentex admitted in an email that it did not engage in any outreach and recruitment efforts reasonably designed to effectively recruit qualified individuals with disabilities.

**REMEDY:** Gentex will undertake appropriate external outreach and positive recruitment activities that are reasonably designed to effectively recruit qualified individuals with disabilities, such as those described at 41 C.F.R. § 60-741.44(f)(2). Gentex must annually review its outreach and recruitment activities, assess their effectiveness, and document this review, in accordance with 41 C.F.R. § 60-741.44(f)(3). Gentex must document all activities it undertakes to comply with this section, in accordance with 41 C.F.R. § 60-741.44(f)(4). Among its outreach activities, Gentex may contact the below sources to solicit their assistance and support or to similar organizations by sending them its job vacancy announcements:

The Arc of Northeastern PA  
115 Meadow Avenue  
Scranton, PA 18505  
Roxann Renda – Employment Coordinator  
(570) 207-0856  
[REDACTED]@the arcnepa.org

### Part III: Reporting

1. Gentex agrees to retain records pertinent to the violations cited in Part II above, and to the reports submitted in compliance with Paragraph 2, below. These records shall include data and information underlying the required reports, specifically, but not limited to all applications and personnel records. The records will be retained until the expiration of this Agreement or consistent with regulatory requirements, whichever is later.
2. Gentex agrees to furnish the OFCCP with the following reports to:

U.S. Department of Labor  
Officer of Federal Contract Compliance Programs  
Arlington Area Office  
Courthouse Plaza II, Suite 1330  
2300 Clarendon Boulevard  
Arlington, VA 22201  
Attn: (b) (7)(A) [REDACTED]

Gentex will submit two (2) semi-annual reports: The first report shall be due August 30, 2019, and will cover the period February 1, 2019, to July 31, 2019. The second report shall

be due March 2, 2020, and will cover the period August 1, 2019 to January 31, 2019. Gentex will submit the following with each progress report:

- a. For Violation 1: A list of all employment openings that occurred during the reporting period to include: 1) Documentation to confirm these openings were listed with the appropriate ESDS (state workforce agency or local ESDS) where the openings occurred, in a manner and format that allows the ESDS to provide priority referrals of protected veterans to Gentex; 2) In the first report, documentation that Gentex advised the appropriate ESDS, with its initial listing, that it is a federal contractor that desires priority referral of protected veterans for job openings at all locations within the state; and 3) In the first report, documentation to confirm that, in its initial listing, Gentex provided the ESDS with the name and address of each of its hiring locations within the state, and the contact information for the Gentex 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 reported to the ESDS, Gentex shall provide updated information simultaneously with its next job listing.
- b. For Violation 1: Copies of all responses received from each employment service delivery system (ESDS) used during the report period.
- c. For Violation 2: Documentation to verify that Gentex 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 Gentex's AAP that list: 1) Its outreach activities with supporting documentation; 2) An assessment of the effectiveness of each activity; and 3) A copy of Gentex's annual assessment of the totality of its outreach activities, as required by 41 C.F.R. § 60-741.44(f)(3). Gentex should note that 41 C.F.R. § 60-741.44(f) lists examples of several resources that may aid contractors in effectively recruiting and employing qualified individuals with disabilities.
- d. For Violation 2: 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.

**TERMINATION DATE:**

This Conciliation Agreement shall remain in full force and effect until sixty (60) days following Gentex's submission of the final report, or until such time as OFCCP has deemed that Gentex has met all conditions of the Agreement.

**INTEGRATION CLAUSE:**

This Conciliation Agreement represents the full Agreement between Gentex and OFCCP and this Agreement supersedes any other agreements, oral or written. In signed this Agreement, neither Gentex nor OFCCP relies upon any promise, representation of 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**

This Conciliation Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and Gentex Corporation, 324 Main St., Carbondale, PA 18407.

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

Mr. L. Peter Frieder III  
President  
Gentex Corporation  
324 Main St.  
Carbondale, PA 18407

DATE: 1/16/19

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

Shanae Moody  
Acting Assistant District Director  
Arlington District Office  
Mid-Atlantic Region

DATE: 1/16/2019