

CONCILIATION AGREEMENT  
BETWEEN  
THE U.S. DEPARTMENT OF LABOR  
OFFICE OF FEDERAL CONTRACT COMPLIANCE PROGRAMS  
AND  
ELEVATE TEXTILES, INC.

**PART I. PRELIMINARY STATEMENT**

The Office of Federal Contract Compliance Programs (“OFCCP”) evaluated Elevate Textiles, Inc. operating as Safety Components International, Dunean Plant (“Dunean”) establishment located at 30 Emery Street, Greenville, South Carolina, beginning on September 26, 2019. OFCCP found that Dunean failed to comply with 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 §§ 60-300 and 60-741. OFCCP notified Dunean of the specific violations and the corrective actions required in a Notice of Violation (“NOV”) issued on March 13, 2020.

In the interest of resolving the violations without engaging in further legal proceedings and in exchange for the good and valuable consideration described in this document, OFCCP and Dunean will enter into this Conciliation Agreement (“Agreement”) and the parties agree to all the terms therein.

**PART II: GENERAL TERMS AND CONDITIONS**

1. In exchange for Dunean’s fulfillment of all its obligations in this Agreement, OFCCP will not institute administrative or judicial enforcement proceedings under Section 503, and/or VEVRAA based on the violations described in the NOV. However, OFCCP retains the right to initiate legal proceedings to enforce this Agreement if Dunean violates any provision of this Agreement, as set forth in Number 11, below. Nothing in this Agreement precludes OFCCP from initiating enforcement proceedings based on future compliance evaluations or complaint investigations.
2. OFCCP may review Dunean’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. Dunean 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 Dunean of its obligation to fully comply with the requirements of Section 503, VEVRAA, their implementing regulations, or other applicable laws requiring nondiscrimination or equal employment opportunity through affirmative action.
4. Dunean and OFCCP agree that any release of claims required by this Agreement will only pertain to claims under Section 503, and/or VEVRAA.

5. Dunean 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 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 of the Charlotte, North Carolina District Office (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 Dunean submits its final progress report required in Part IV, below, unless OFCCP notifies Dunean in writing before the expiration date that Dunean 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 Dunean has met all of its obligations under the Agreement.
11. If Dunean violates this Agreement:
  - a. The procedures at 41 C.F.R. § 60-300.63 (2014) and 41 C.F.R. § 60-741.63 (2014) will govern:
    - i. OFCCP will send Dunean a written notice stating the alleged violations and summarizing any supporting evidence.
    - ii. Dunean 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 Dunean 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 Dunean, 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. Dunean may be subject to the sanctions set forth in, 41 C.F.R. § 60-741.66 (2014), or 41 C.F.R. § 60-300.66 (2014), and/or other appropriate relief for violating this Agreement.
12. Dunean neither admits nor denies any violation of 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 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.

### **PART III. SPECIFIC VIOLATIONS AND REMEDIES**

1. **VIOLATION:** During the period of January 1, 2018 through July 31, 2018, Dunean failed to undertake appropriate outreach and positive recruitment activities that were reasonably designed to effectively recruit qualified protected veterans, document these activities, assess their effectiveness, and document its review, in violation of 41 CFR § 60-300.44(f). Specifically, Dunean failed to document and retain records associated with its outreach and recruitment activities during the first seven months of 2018. Due to this failure, Dunean failed to evaluate each outreach and recruitment activity and come to a reasonable conclusion as to whether each activity was effective in identifying and recruiting qualified protected veterans. Failure to conduct the appropriate assessments resulted in few veteran applicants and hires in 2018.

**REMEDY:** Dunean will undertake appropriate external outreach and positive recruitment activities that are reasonably designed to effectively recruit qualified protected veterans, such as those described at 41 CFR § 60–300.44(f)(2). Dunean 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). Dunean will document all activities it undertakes to comply with this section, in accordance with 41 CFR § 60–300.44(f)(4). As a part of these outreach and recruitment activities Dunean will use the resources identified below and/or other resources identified by Dunean to recruit qualified protected veterans.

Roderick Brown, Employment Coordinator  
U.S. Department of Veterans Affairs  
Vocational Rehabilitation and Employment  
6437 Garners Ferry Road, Columbia, SC 29209  
Phone: (803) 647-2571  
Email: Ex (7)(C)@va.gov

Fort Jackson Employment Readiness Program  
Contact: Barbara Martin  
5450 Strom Thurmond Blvd, Room 223  
Columbia, SC 29207  
Phone: (803) 751-5256

2. **VIOLATION:** During the period January 1, 2018 through July 31, 2018, Dunean 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 CFR § 60–741.44(f). Specifically, Dunean failed to document and retain all outreach recruitment activities during the first seven months of 2018. Due to this failure, Dunean failed to evaluate each outreach and recruitment activity and come to a reasonable conclusion as to whether each activity is effective in identifying and recruiting qualified individuals with disabilities. Failure to conduct the appropriate assessments resulted in few disabled applicants and hires in 2018.

**REMEDY:** Dunean 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 CFR § 60–741.44(f)(2). Dunean will annually review its outreach and recruitment activities, assess their effectiveness, and document this review, in accordance with 41 CFR § 60-741.44(f)(3). Dunean will document all activities it undertakes to comply with this section, in accordance with 41 CFR § 60–741.44(f)(4). As a part of these outreach and recruitment activities Dunean will use the resources identified below and/or other resources identified by Dunean to recruit qualified individuals with disabilities.

Sandy Jordan, Director of Employment Programs  
Able South Carolina  
135 Edinburgh Ct., Suite 101, Greenville, SC 29607  
Phone: (864) 235-1421, ext. 310  
Email: Ex (7)(C)@able-sc.org

Roderick Brown, Employment Coordinator  
U.S. Department of Veterans Affairs  
Vocational Rehabilitation and Employment  
6437 Garners Ferry Road, Columbia, SC 29209  
Phone: (803) 647-2571  
Email: Ex (7)(C)@va.gov

David Turnipseed, Director  
South Carolina Vocational Rehabilitation Department  
105 Parkins Mill Road, Greenville, SC 29607  
Phone: (864) 297-3066  
Email: Ex (7)(C)@scvrd.net

#### **PART IV. OFCCP MONITORING PERIOD**

**1. Recordkeeping.** Dunean agrees to retain all records relevant to the violations cited in Section II above and the reports submitted in compliance with Paragraph 2, below. These reports include underlying data and information such as Human Resources Information System (HIRS) and payroll data, job applications and personnel records, and any other records or data used to generate the required reports. Dunean will retain the records until this Agreement expires or for the time period consistent with regulatory requirements, whichever is later.

#### **2. Contractor Reports.**

**Schedule and Instructions.** Dunean agrees to furnish OFCCP with the following report during the Monitoring Period according to the following schedule:

**Progress Report 1:** The first report shall be from April 1, 2020 through September 30, 2020, this report shall be due on October 15, 2020.

**Progress Report 2:** The second report shall be from October 1, 2020 through March 31, 2021, this report shall be due on April 15, 2021.

Both reports shall include the following:

**Pursuant to Violation #1-**Documentation to include (a) Dunean's efforts to recruit qualified protected veterans for job vacancies, including contacts with and responses from the recruitment sources identified in Part III above and from all other recruitments sources Dunean used, along with a report on the number of applicants referred by job group, job title, recruitment source and the number of applicants hired, broken out by job group, job title and recruitment source; (b) a list containing all outreach and recruitment activities along with an assessment containing the criteria Dunean uses in its assessment evaluating whether each activity was effective or not in identifying and recruiting qualified protected veterans; (c) an assessment of Dunean's overall outreach and recruitment efforts and, if Dunean concludes that those overall efforts are not effective, what efforts Dunean have taken in identifying and implementing alternative efforts.

**Pursuant to Violation #2-**Documentation to include (a) Dunean's efforts to recruit qualified individuals with disabilities for job vacancies, including contacts with and responses from the recruitment sources identified in Part III above and from all other recruitments sources Dunean used, along with a report on the number of applicants referred by job group, job title, recruitment source and the number of applicants hired, broken out

by job group, job title and recruitment source; (b) a list containing all outreach and recruitment activities along with an assessment containing the criteria Dunean uses in its assessment evaluating whether each activity was effective or not in identifying and recruiting qualified individuals with disabilities; (c) an assessment of Dunean's overall outreach and recruitment efforts and, if Dunean concludes that those overall efforts are not effective, what efforts Dunean have taken in identifying and implementing alternative efforts.

Dunean will submit reports to Assistant District Director George Rouse III at **Ex (7)(C)**@dol.gov. Dunean 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 Dunean provides in accordance with this agreement are customarily kept private or closely-held, and that Dunean believes should remain confidential under Exemption 4 of the Freedom of Information Act (FOIA) in the event of a FOIA request, Dunean 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 Dunean's final progress report as set forth in Part II, Paragraph 10 above. If OFCCP fails to notify Dunean in writing within sixty (60) days of the date of the final progress report that Dunean 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 Dunean within the allotted time that it has not fulfilled all of its obligations, this Agreement is automatically extended until the date that OFCCP determines Dunean has met all of its obligations under the Agreement.

**PART IV. SIGNATURES**

The person signing this Agreement on behalf of Elevate Textiles, Inc. operating as Safety Components International, Dunean Plant personally warrants that he is fully authorized to do so, that Elevate Textiles, Inc. operating as Safety Components International, Dunean Plant Safety has entered into this Agreement voluntarily and with full knowledge of its effect, and that execution of this Agreement is fully binding on Elevate Textiles, Inc. operating as Safety Components International, Dunean Plant.

This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and Elevate Textiles, Inc. operating as Safety Components International, Dunean Plant located at 30 Emery Street, Greenville, South Carolina.

DATE: 03/18/2020

**Ex (6), Ex (7)(C)**

**Robert Garren**  
Senior Vice President, Human Resources  
Elevate Textiles, Inc.  
30 Emery Street  
Greenville, South Carolina

DATE: 3/19/2020

**Ex (6), Ex (7)(C)**

**Ex (7)(C), Ex (7)(E)**  
Compliance Officer – Charlotte  
Office of Federal Contract Compliance  
Programs

DATE: 3/19/2020

**Ex (6), Ex (7)(C)**

**George House**  
Assistant District Director – Raleigh  
Office of Federal Contract Compliance  
Programs

DATE: 03/23/2020

**Ex (6), Ex (7)(C)**

**Pamela Quinn**  
District Director – Charlotte  
Office of Federal Contract Compliance  
Programs