

Conciliation Agreement
Between the
U.S. Department of Labor Office of Federal Contract Compliance Programs
And
Global Maritek Systems, Inc.

I. Preliminary Statement

The Office of Federal Contract Compliance Programs (OFCCP) evaluated Global Maritek Systems, Inc. (Global Maritek) at 71 Binninger Drive, St. Augustine, Florida, beginning on May 24, 2021. OFCCP found that Global Maritek failed to comply with the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. § 4212 (VEVRAA).

OFCCP notified Global Maritek of the specific violation(s) and the corrective action(s) required in a Notice of Violation (NOV) issued on November 30, 2021.

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 Global Maritek 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 Global Maritek's fulfillment of all its obligations in this Agreement, OFCCP will not institute administrative or judicial enforcement proceedings under VEVRAA based on the violation(s) alleged in the NOV. However, OFCCP retains the right to initiate legal proceedings to enforce this Agreement if Global Maritek 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 Global Maritek'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. Global Maritek 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 Global Maritek 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. Global Maritek 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 Christopher Williams.
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 Global Maritek submits its final progress report required in Section IV, below, unless OFCCP notifies Global Maritek in writing before the expiration date that Global Maritek 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 Global Maritek has met all of its obligations under the Agreement.
10. If Global Maritek violates this Agreement:
 - a. The procedures at 41 C.F.R. § 60-300.63 will govern:
 - i. OFCCP will send Global Maritek a written notice stating the alleged violation(s) and summarizing any supporting evidence.
 - ii. The Global Maritek 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 Global Maritek 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 Global Maritek, 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. Global Maritek may be subject to the sanctions set forth in 41 C.F.R. § 60-300.63, and/or other appropriate relief for violating this Agreement.

11. Global Maritek 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 November 1, 2019 to April 30, 2021, OFCCP alleges that Global Maritek failed to list all employment openings with the appropriate Employment Service Delivery System (ESDS) where the opening occurs in any manner or format that the ESDS permits in violation of 41 C.F.R. § 60-300.5(a)2-6. Global Maritek also failed to advise the ESDS of its status as a federal contractor and desire for priority referrals of protected veterans. Global Maritek also failed to provide ESDS with the name and location of each hiring location within the state as well as the contact information for the Global Maritek official responsible for hiring at each hiring location who can verify information in the job listing.

REMEDY: Global Maritek 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 Global Maritek, as required by 41 C.F.R. § 60-300.5(a) 2-6, revised as of March 24, 2014 (78 Fed. Reg. 58614) (September 24, 2013, also online at <http://www.ecfr.gov>). With its initial listing, and as subsequently needed to update the information, Global Maritek 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 Global Maritek official responsible for hiring at each location, in accordance with 41 CFR § 60-300.5(a)4.

2. **VIOLATION:** During the period November 1, 2019 to April 30, 2021, OFCCP alleges that Global Maritek failed to review its physical and mental qualification standards in violation of 41 CFR § 60-300.44(c).

REMEDY: Global Maritek will review its physical and mental qualification standards as required by 41 CFR § 60-300.44(c).

IV. OFCCP Monitoring Period

1. **Recordkeeping.** Global Maritek agrees to retain all records relevant to the violation(s) 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. Global Maritek will retain the records until this Agreement expires or for the time period consistent with regulatory requirements, whichever is later.
2. **Contractor Reports.**

Global Maritek 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. The first progress report shall be due on July 31, 2022 and shall cover the period of January 1, 2022 through June 30, 2022. The information due will be as follows:
 - Documentation that Global Maritek listed 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 occurred.
 - Documentation that Global Maritek advised 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 provided 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 Global Maritek official responsible for hiring at each location.
 - Copy of Global Maritek's review of physical and mental qualification standards as required by 41 CFR § 60-300.44(c)
- b. The second progress report shall be due on January 31, 2023 and shall cover the period of July 1, 2022 through December 31, 2022.

- Documentation that Global Maritek listed 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 occurred.
- Documentation that Global Maritek advised 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 provided 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 Global Maritek official responsible for hiring at each location.

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

V. SIGNATURES

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

This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and Global Maritek Systems, Inc. at 71 Binninger Drive, St. Augustine, Florida.

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

Kimberly Beach
Vice President
Global Maritek Systems, Inc.
St. Augustine, Florida

DATE: 12/09/2021

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

Christopher Williams
District Director - Birmingham
Southeast Region

DATE: 12/10/2021

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

Ex (6), Ex (7)(E)
Compliance Officer
Southeast Region

DATE: _____