

Conciliation Agreement
Between the
U.S. Department of Labor Office of Federal Contract Compliance Programs
And
GUARDIAN ENVIRONMENTAL SERVICES COMPANY INC

I. Preliminary Statement

The Office of Federal Contract Compliance Programs (OFCCP) evaluated the GUARDIAN ENVIRONMENTAL SERVICES COMPANY INC (Guardian) federal construction projects located in the Wilmington, DE-NJ-MD Standard Metropolitan Statistical Area (SMSA), beginning on May 10, 2022. OFCCP found that Guardian failed to comply with Executive Order 11246, as amended (E.O. 11246 or the Executive Order), 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 Chapter 60.

OFCCP notified Guardian of the specific violation(s) and the corrective action(s) required in a Notice of Violation issued on April 3, 2023.

In the interest of resolving the violations without engaging in further legal proceedings and in exchange for sufficient and valuable consideration described in this document, OFCCP and Guardian enter into this Conciliation Agreement (Agreement) and its attachments, and the parties agree to all the terms therein.

The attachments to this Agreement are deemed incorporated into this Agreement.

II. General Terms and Conditions

1. In exchange for Guardian'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 Guardian 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 Guardian'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. Guardian 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 Guardian 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. Guardian 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, including its attachments, 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 Director of Regional Operations (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 Guardian submits its final progress report required in Section VIII, below, unless OFCCP notifies Guardian in writing before the expiration date that Guardian 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 Guardian has met all of its obligations under the Agreement.
10. If Guardian violates this Agreement:
 - a. The procedures at 41 C.F.R. 60-1.34, 41 C.F.R. 60-300. 63 and 41 C.F.R. 60-741.63 will govern:
 - i. OFCCP will send Guardian a written notice stating the alleged violations and summarizing any supporting evidence.
 - ii. The Guardian 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 Guardian 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 Guardian, 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. Guardian may be subject to the sanctions set forth in Section 209 of the Executive Order, 41 C.F.R. 60-1.27, 41 C.F.R. 60-741.66, or 41 C.F.R. 60-300.66, and/or other appropriate relief for violating this Agreement.
11. Guardian neither admits nor denies 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 OFCCP.
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, and in the Timeline included as Attachment B, 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 March 28, 2021 through April 3, 2022, Guardian failed to encourage current minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of Guardian’s workforce, as required by 41 CFR 60-4.3(a)7.j.

REMEDY: Guardian will encourage current minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of Guardians' workforce, as required by 41 CFR 60-4.3(a)7.j.

2. **VIOLATION:** During the period March 28, 2021 through April 3, 2022, Guardian failed to review, at least annually, its EEO policy and affirmative action obligations under the Standard Federal Equal Employment Construction Specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site; and make and maintain a written record

identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter, as required by 41 CFR 60-4.3(a)7.g.

REMEDY: Guardian will review, at least annually, its EEO policy and affirmative action obligations under the Standard Federal Equal Employment Opportunity Construction Contract Specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter, as required by 41 CFR 60-4.3(a)7.g.

3. **VIOLATION:** During the period March 28, 2021, through April 3, 2022, Guardian failed to direct recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students, and to minority and female recruitment and training organizations that serving Guardian's recruitment area and employment needs, as required by 41 CFR 60-4.3(a)7.i.

REMEDY: Guardian will direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students, and to minority and female recruitment and training organizations serving Guardian's recruitment area and employment needs. Not later than one month prior to the date for acceptance of applications for apprenticeship or other training by any recruitment source, Guardian shall send written notification to those organizations describing the openings, screening procedures, and tests to be used in the selection process, as required by 41 CFR 60-4.3(a)7.i.

4. **VIOLATION:** During the period of March 28, 2021, through April 3, 2022, Guardian failed to implement and disseminate its Equal Employment Opportunity (EEO) policy. Specifically, Guardian failed to conduct a review, at least annually, of all supervisors' adherence to and performance under Guardian's EEO policies and affirmative action obligations, as required by 41 CFR 60-4.3(a)7.p.

REMEDY: Guardian will implement and disseminate its EEO policy. Specifically, Guardian must maintain copies of memos, letters, reports, minutes of meetings, performance appraisals, and/or interviews with supervisors regarding their employment practices as they relate to Guardian's EEO policy and affirmative action obligations, and written evidence that supervisors were notified when their employment practices adversely or positively impacted the company's EEO and affirmative action posture, as required by 41 CFR 60-4.3(a)7.p.

5. **VIOLATION:** During the period March 28, 2021 through April 3, 2022, Guardian failed to state, in all solicitations and advertisements for employees placed by or on behalf of the contractor, that all qualified applicants will be considered for employment without regard to their protected veteran status, in violation of 41 CFR 60-300.5(a)(12).

REMEDY: Guardian will include in all solicitations and advertisements for employees placed by or on behalf of contractor, a statement that all qualified applicants will be considered for employment without regard to their protected veteran status, in accordance with 41 CFR 60-300.5(a)12.

6. **VIOLATION:** During the period March 28, 2021 through April 3, 2022, Guardian failed to send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice provided by the agency contracting officer, advising the labor union or workers' representative of the Guardian's commitments under section 202 of Executive Order 11246, as required by 41 CFR 60-1.4(a)(4).

REMEDY: Guardian will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice provided by the agency contracting officer, advising the labor union or workers' representative of Guardian's commitments under section 202 of Executive Order 11246, and shall post copies of the notice ("Know Your Rights") in conspicuous places available to employees and applicants for employment, as required by 41 CFR 60-1.4(a)(4).

7. **VIOLATION:** During the period March 28, 2021 through April 3, 2022, Guardian failed to state in all solicitations or advertisements for employees placed by or on behalf of the Guardian, that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin, as required by 41 CFR 60-1.4(a)(2).

REMEDY: Guardian will state in all solicitations or advertisements for employees placed by or on behalf of the Guardian, that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin, as required by 41 CFR 60-1.4(a)(2).

8. **VIOLATION:** During the period March 28, 2021, through April 3, 2022, Guardian failed to notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding that Guardian is bound by the terms of Section 503 of the Rehabilitation Act of 1973, as amended, and is committed to take affirmative action to employ and advance in employment, and shall not discriminate against, individuals with physical or mental disabilities, as required by 41 CFR 60-741.5(a)(5).

REMEDY: Guardian will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding

that Guardian is bound by the terms of Section 503 of the Rehabilitation Act of 1973, as amended, and is committed to take affirmative action to employ and advance in employment, and shall not discriminate against, individuals with physical or mental disabilities, as required by 41 CFR 60-741.5(a)(5).

9. **VIOLATION:** During the period March 28, 2021 through April 3, 2022, Guardian failed to state in all solicitations and advertisements for employees placed on behalf of Guardian that all qualified applicants will receive consideration for employment and will not be discriminated against on the basis of disability, as required by 41 CFR 60-741.5(a)7.

REMEDY: Guardian will state in all solicitations and advertisements for employees placed on behalf of Guardian that all qualified applicants will receive consideration for employment and will not be discriminated against on the basis of disability, as required by 41 CFR 60-741.5(a)7.

10. **VIOLATION:** During the period March 28, 2021 through April 3, 2022, Guardian failed to notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding that Guardian is bound by the terms of VEVRAA, and is committed to take affirmative action to employ and advance in employment, and shall not discriminate against, protected veterans, as required by 41 CFR 60-300.5(a)10.

REMEDY: Guardian will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding that Guardian is bound by the terms of VEVRAA, and is committed to take affirmative action to employ and advance in employment, and shall not discriminate against, protected veterans, as required by 41 CFR 60-300.5(a)(10).

IV. OFCCP Monitoring Period

1. **Recordkeeping.** Guardian agrees to retain all records relevant to the violations cited in *Sections 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. Guardian will retain the records until this Agreement expires or for the time period consistent with regulatory requirements, whichever is later.
2. **Report.** Guardian agrees to furnish OFCCP with the following reports during the Monitoring Period according to the following schedule:
 - a. Progress Report 1: Due on January 16, 2024, covering the period of January 1, 2023, through December 31, 2023.

b. Progress Report 2: Due on January 16, 2025, covering the period of January 1, 2024, through December 31, 2024.

Documentation of:

1. Documentation showing the Guardian encouraged current minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of Guardians' workforce.
2. Documentation that the company reviewed, at least annually, its EEO policy and affirmative action obligations under the Standard Federal Equal Employment Construction Specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter
3. Documentation the company directed its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students, and to minority and female recruitment and training organizations serving Guardian Environmental Services Company Inc.'s recruitment area and employment needs. Not later than one month prior to the date for acceptance of applications for apprenticeship or other training by any recruitment source, Guardian Environmental Services Company Inc. shall send written notification to organizations describing the openings, screening procedures, and tests to be used in the selection process
4. Copies of memos, letters, reports, minutes of meetings, performance appraisals, and/or interviews with the supervisors regarding their employment practices as they relate to Guardian Environmental Services Company Inc.'s EEO policy and affirmative action obligations, and written evidence that supervisors were notified when their employment practices adversely or positively impacted the company's EEO and affirmative action posture
5. Documentation of all solicitations and advertisements for employees, a statement that all qualified applicants will be considered for employment and will not be discriminated against on the basis of their protected veteran status.
6. Documentation sent to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice ("EEO is the Law") provided by the agency contracting officer, advising the labor union or workers' representative of Guardian's commitments under section 202 of Executive Order 11246

7. Documentation that solicitations or advertisements for employees placed by or on behalf of the Guardian, that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin
8. Documentation the company notified each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding that Guardian is bound by the terms of Section 503 of the Rehabilitation Act of 1973, as amended, and is committed to take affirmative action to employ and advance in employment, and shall not discriminate against, individuals with physical or mental disabilities
9. Documentation of all solicitations and advertisements for employees placed on behalf of Guardian that all qualified applicants will receive consideration for employment and will not be discriminated against on the basis of disability
10. Documentation of the company contacting the labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding that Guardian is bound by the terms of VEVRAA, and is committed to take affirmative action to employ and advance in employment, and shall not discriminate against, protected veterans.

Guardian will submit reports to:

Edward J. Rogers
District Director
US Department of Labor
Office of Federal Contract Compliance Programs
900 Market Street
Robert N.C. Nix, Sr. Federal Building, Room 311
Philadelphia, PA 19107

Guardian 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 Guardian provides in accordance with this agreement are customarily kept private or closely-held, and the Guardian believes should remain confidential under Exemption 4 of the Freedom of Information Act (FOIA) in the event of a FOIA request, Guardian 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 Guardian’s final progress report as set forth in Part II, Paragraph 10 above. If OFCCP fails to notify Guardian in writing within sixty (60) days of the date of the final progress report that Guardian 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 Guardian

within the allotted time that it has not fulfilled all of its obligations, this Agreement is automatically extended until the date that OFCCP determines Guardian has met all of its obligations under the Agreement.

V. SIGNATURES

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

This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and GUARDIAN ENVIRONMENTAL SERVICES COMPANY INC NEWARK, DE 19702-1322

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

Joseph Cunane
President

GUARDIAN ENVIRONMENTAL SERVICES COMPANY INC
NEWARK, DE 19702-1322

DATE: 4/21/23

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

Edward J. Rogers
District Director
Philadelphia District Office
Mid-Atlantic Region

DATE: 4/24/2023