

**Conciliation Agreement
Between the
U.S. Department of Labor
Office of Federal Contract Compliance Programs
And
Bethel Industries, Inc.
3423 John F. Kennedy Blvd.
Jersey City, NJ 07307
OFCCP Case No. R00309052**

I. Preliminary Statement

The Office of Federal Contract Compliance Programs (OFCCP) evaluated Bethel Industries, Inc.'s establishment located at 3423 John F. Kennedy Boulevard, Jersey City, NJ 07307, beginning on May 17, 2023. OFCCP found that Bethel Industries (Bethel) failed to comply with Executive Order 11246, as amended (E.O. 11246), 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 Bethel of the specific violations and the corrective actions required in a Notice of Violation (NOV) issued on December 7, 2023.

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 Bethel 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 Bethel'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 VEVRAA based on the violations alleged in the NOV. However, OFCCP retains the right to initiate legal proceedings to enforce this Agreement if Bethel 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 Bethel'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. Bethel 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 Bethel 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. Bethel 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 Bethel submits its final progress report required in Section IV, below, unless OFCCP notifies Bethel in writing before the expiration date that Bethel 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 Bethel has met all of its obligations under the Agreement.
 10. If Bethel violates this Agreement:
 - a. The procedures at 41 CFR § 60-1.34, 41 CFR § 60-300.63, and/or 41 CFR § 60-741.63 will govern:
 - i. OFCCP will send Bethel a written notice stating the alleged violation(s) and summarizing any supporting evidence.
 - ii. Bethel 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 Bethel 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 Bethel, 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. Bethel may be subject to the sanctions set forth in Section 209 of the Executive Order, 41 CFR § 60-1.27, 41 CFR § 60-741.66, or 41 CFR § 60-300.66, and/or other appropriate relief for violating this Agreement.
11. Bethel 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 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 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, 2022 to December 2022, Bethel failed to implement an applicant tracking system for hires in accordance with the requirements at 41 CFR § 60-3.4 and 41 CFR § 60-3.15. Specifically, Bethel failed to collect race and gender information on applicants whom Bethel did not hire.

Remedy: Bethel will implement an updated and refined applicant tracking system for hires that will allow Bethel to analyze its pool of applicants for:

- a) Affirmative action purposes to monitor whether the process is yielding an adequate pool of qualified minority and female applicants; and
 - b) Nondiscrimination purposes to monitor for disparate treatment or unlawful adverse impact in the selection process.
2. **Violation:** During the period of January 1, 2022 through December 31, 2022, Bethel failed to collect and maintain personnel and employment records and conduct adverse impact analyses in accordance with the requirements at 41 CFR § 60-1.12(a) and Part 60-3. Specifically, Bethel failed to document and maintain accurate records pertaining to the hiring process, such as applications, resumes, interview notes, and, where possible, the gender, race or ethnicity of applicants for employment for the appropriate period.

Remedy: Bethel will ensure that its records are collected and maintained in accordance with the requirements at 41 CFR § 60-1.12(a) and Part 60-3. Bethel must conduct adverse impact analyses on at least an annual basis for the purpose of determining whether adverse impact exists against applicants based on race, sex, or ethnic group in hiring, promotion, termination, and other personnel activities. These analyses must be done by job for each group constituting more than 2% of the labor force in the relevant labor area or 2% of the applicable workforce. If adverse impact is identified in the total selection process, Bethel must evaluate each individual component of the selection process for adverse impact. If adverse impact is found to exist in any of the individual components of the selection process, Bethel must validate each such component in accordance with the Uniform Guidelines on Employee Selection Procedures or utilize selection procedures, which do not result in adverse impact.

3. **Violation:** During the period of January 1, 2022 through December 31, 2022, Bethel failed to perform an effective in-depth analysis of its total employment process to determine whether and where impediments to equal employment opportunity exist in accordance with the regulations at 41 CFR § 60-2.17(b). Specifically, Bethel failed to evaluate personnel activity and employee level pay to determine whether impediments to equal employment opportunity exist in the selection and compensation process.

Remedy: Bethel will perform in-depth analyses of its total employment process to determine whether and where impediments to equal employment opportunity exist in accordance with the requirements at 41 CFR § 60-2.17. Bethel must evaluate:

- a) The workforce by organizational unit and job group to determine whether there are problems of minority or female utilization.
 - b) Personnel activity, specifically applicant flow, hires, terminations, promotions, and other personnel actions to determine whether there are selection disparities.
 - c) Compensation system(s) to determine whether there are gender, race, or ethnicity-based disparities; and
 - d) Selection, recruitment, referral, and other personnel procedures to determine whether they result in disparities in the employment or advancement of minorities or women.
4. **Violation:** During the period of January 1, 2022 through December 31, 2022, Bethel failed to form an acceptable job group analysis in accordance with the regulations at 41 CFR § 60-2.12(b). Specifically, Bethel failed to ensure that all jobs in its job groups were of similar content, wage rates, and opportunities in the job group analysis.

Remedy: Bethel will perform a job group analysis that is in accordance with the requirements at 41 CFR § 60-2.12(b). Bethel must perform a job group analysis that combines jobs at its establishment with similar content, wage rates, and opportunities. Similarity of content refers to the duties and responsibilities of the job titles, which make up the job group. Similarity of opportunities refers to training, transfers, promotions, pay, mobility, and other career enhancement opportunities offered by the jobs within the job group.

5. **Violation:** During the period of January 1, 2022 through December 31, 2022, Bethel failed to properly determine availability in accordance with the regulations at 41 CFR § 60-2.14. Specifically, Bethel failed to conduct an availability analysis, which reflects a benchmark against which the demographic composition of the contractor's incumbent workforce can be compared in order to determine whether barriers to equal employment opportunity may exist within particular job groups.

Remedy: Bethel will determine availability in accordance with the regulations at 41 CFR § 60-2.14. Bethel will evaluate its workforce by job groups to determine whether there are any problems of minority or female utilization.

6. **Violation:** During the period of January 1, 2022 through December 31, 2022, Bethel failed to develop and implement auditing systems that periodically measure the effectiveness of its total AAPs in accordance with the regulations at 41 CFR § 60-2.17(d). Specifically, Bethel failed to monitor records of all personnel activity, failed to require internal reporting on a scheduled basis, failed to review and report results with all levels of management, and failed to advise top management of program effectiveness and submit recommendations to improve unsatisfactory performance.

Remedy: Bethel will develop and implement an effective internal audit and reporting systems that periodically measure the effectiveness of its total AAPs, as required by 41 CFR § 60-2.17(d)(1) through (4).

The internal audit and reporting system will include the following:

- a) Monitoring records of personnel activity including compensation, at all levels to ensure that its nondiscriminatory policy is carried out;
 - b) Requiring internal reporting on a scheduled basis as to the degree to which equal employment opportunity and organizational objectives are attained;
 - c) Reviewing report results with all levels of management; and
 - d) Advising top management of program effectiveness and submitting recommendations, including specific steps and concrete strategies, to improve unsatisfactory performance.
7. **Violation:** During the period of January 1, 2022 through December 31, 2022, Bethel 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: Bethel 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 Bethel, as required by 41 CFR § 60-300.5(a)2-6. With its initial listing, and as subsequently needed to update the information, Bethel 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 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, Bethel will provide updated information simultaneously with its next job listing.

8. **Violation:** During the period January 1, 2022 through December 31, 2022, Bethel failed to undertake 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)(1)(i) and of 41 CFR § 60–300.44(f)(3). Specifically, Bethel could not provide documentation or other evidence to demonstrate that it had engaged in effective outreach and recruitment commensurate with the number of hiring opportunities it had during the review period.

Remedy: Bethel 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). Bethel 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). Bethel will document all activities it undertakes to comply with this section, in accordance with 41 CFR § 60-300.44(f)(4). At a minimum, Bethel will contact and maintain contacts with the following organizations:

NJ Department of Labor & Workforce Development (LVER/DVOP)
One-Stop Career Center
438 Summit Ave.
Jersey City, NJ 07306-3175
Telephone: (201) 795-8800 or (201) 795-8840

NJ Department of Labor & Workforce Development (LVER/DVOP)
One-Stop Career Center
990 Broad St., 2nd Floor
Newark, NJ 07102
Contact: Morris Murray
Telephone: (973) (b) (6), (b) (7)(C)
E-mail: (b) (6), (b) (7)(C)@dol.nj.gov

U.S. Department of Veterans Affairs, VR&E Division
Newark Regional Office
20 Washington Place
Newark, NJ 07102
Phone: (973) 297-3200

Vocational Rehabilitation Department at East Orange
Department of Veterans (CEC-VRD)
385 Treemont Avenue
East Orange, NJ 07018
Contact: Kimberly Johnson
Telephone: (908) (b) (6), (b) (7)(C)
Alternate Phone: (973) 676-1000 Ext. (b) (6), (b) (7)(C)
E-mail: (b) (6), (b) (7)(C)@va.gov

9. **Violation:** During the period of January 1, 2022 through December 31, 2022, Bethel failed to invite applicants to inform it whether the applicant believes that he or she is a veteran protected by VEVRAA in violation of 41 CFR § 60–300.42(a). Specifically, Bethel failed to invite applicants at the pre-offer stage to inform it whether the applicant believes that he or she is a protected veteran.

Remedy: Bethel will invite applicants for employment, prior to an offer of employment, to voluntarily identify as a protected veteran. Additionally, Bethel will invite applicants for employment, after an offer of employment but before applicants begin their job duties, to voluntarily inform it whether the applicant believes that he or she is a protected veteran. Bethel will invite the applicant to also indicate if he or she belongs to one or more of the specific categories of protected veterans, as defined by 41 CFR § 60–300.2(q). All invitations to self-identify as a protected veteran must comply with the requirements of 41 CFR § 60–300.42(c). Bethel will keep all self-identification information confidential and maintain it in a separate data analysis file, rather than in its personnel or medical files, in accordance with 41 CFR § 60–300.42(e).

10. **Violation:** During the period of January 1, 2022 through December 31, 2022, Bethel failed to document and maintain the required data pertaining to applicants and hires, in violation of 41 CFR § 60–300.44(k). Specifically, Bethel failed at the pre-offer stage to document and maintain any of the required information with regards to data collection for analysis of applicants who self-identified as protected veterans.

Remedy: Bethel will document the following computations or comparisons pertaining to applicants and hires, on an annual basis, and will maintain this data for three (3) years, as required by 41 CFR § 60–300.44(k):

- The number of applicants who self-identified as protected veterans, or who are otherwise known to be protected veterans;
- The total number of job openings and total number of jobs filled;
- The total number of applicants for all jobs;
- The number of protected veteran applicants hired; and
- The total number of applicants hired.

- 11. Violation:** During the period January 1, 2022 through December 31, 2022, Bethel failed to undertake 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)(1)(i) and 41 CFR § 60-741.44(f)(3). Specifically, Bethel could not provide documentation or other evidence to demonstrate that it had engaged in effective outreach and recruitment commensurate with the number of hiring opportunities it had during the review period.

Remedy: Bethel 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). Bethel 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). Bethel will document all activities it undertakes to comply with this section, in accordance with 41 CFR § 60-741.44(f)(4). At a minimum, Bethel will contact and maintain contacts with the following organizations:

NJ Division of Vocational Rehabilitation Services
438 Summit Ave, 6th Floor
Jersey City, NJ 07306-3187
Telephone: (201) 217-7180
E-mail: DVR.JerseyCity@dol.state.nj.us

American Association of People with Disabilities
2020 Pennsylvania Ave., Mailbox 263
Washington D.C. 20006
Telephone: (202) 521-4316
Contact: Maria Town, President and CEO
E-mail: programs@aapd.com

NJ Division of Vocational Rehabilitation Services
990 Broad St., 2nd Floor
Newark, NJ 07102
Contact: Isabel Carrion
E-mail: [\(b\) \(6\), \(b\) \(7\)\(C\)@dol.nj.gov](mailto:(b) (6), (b) (7)(C)@dol.nj.gov)
Telephone: (973) [\(b\) \(6\), \(b\) \(7\)\(C\)](tel:(b) (6), (b) (7)(C))
Contact: Nela Blanco
Telephone: (973) [\(b\) \(6\), \(b\) \(7\)\(C\)](tel:(b) (6), (b) (7)(C))
E-mail: [\(b\) \(6\), \(b\) \(7\)\(C\)@dol.nj.gov](mailto:(b) (6), (b) (7)(C)@dol.nj.gov)
Alternate E-mail: DVR.Newark@dol.state.nj.us

- 12. Violation:** During the period of January 1, 2022 through December 31, 2022, Bethel failed to invite its employees and applicants for employment to voluntarily self-identify as an individual with a disability, using the OMB-approved form for this purpose, in violation of 41 CFR § 60-741.42(a). Specifically, Bethel failed to invite applicants at the pre-offer stage to inform it whether the applicant believes that he or she is an individual with a disability.

Remedy: Bethel will invite both its applicants for employment, and its employees, to voluntarily self-identify as an individual with a disability, in accordance with 41 CFR § 60-741.42. All invitations to self-identify will be made using the OMB-approved form for this purpose (available on the OFCCP website). More specifically, Bethel will invite each of its applicants for employment, prior to an offer of employment, to voluntarily inform it whether the applicant believes that he or she is an individual with a disability, as that term is defined in 41 CFR § 60-741.2(g)(1)(i) or (ii). Bethel will also invite each of its applicants for employment, after an offer of employment has been made and before the applicant begins work, to voluntarily inform it whether the applicant believes that he or she is an individual with a disability. In addition, during the first year it is subject to this requirement, Bethel will invite each of its employees to voluntarily self-identify as an individual with a disability, and then extend this invitation again at five-year intervals, thereafter. At least once during each interval, Bethel will remind its employees that they may voluntarily update their disability-related self-identification information at any time. Bethel will keep all self-identification information confidential and maintain it in a separate data analysis file, rather than in its personnel or medical files, in accordance with 41 CFR § 60-741.42(e).

13. **Violation:** During the period of January 1, 2022 through December 31, 2022, Bethel failed to document and maintain the required data pertaining to applicants and hires, in violation of 41 CFR § 60-741.44(k). Specifically, Bethel failed to invite applicants to self-identify as an individual with a disability. Due to Bethel's failure to consistently collect the Section 503 self-identification form data, Bethel was unable to collect and retain the required data under 41 CFR § 60-741.44(k). Specifically, Bethel failed to document and maintain any of the required information with regards to data collection for analysis for applicants who self-identified as an individual with disability.

Remedy: Bethel will invite document the following computations or comparisons pertaining to applicants and hires, on an annual basis, and must maintain this data for three (3) years, as required by 41 CFR § 60-741.44(k):

- The number of applicants who self-identified as individuals with disabilities, or who are otherwise known to be individuals with disabilities.
- The total number of job openings and total number of jobs filled;
- The total number of applicants for all jobs;
- The number of applicants with disabilities hired; and
- The total number of applicants hired.

14. **Violation:** During the period of January 1, 2022 through December 31, 2022, Bethel failed to evaluate its utilization of individuals with disabilities using the goal established by OFCCP, in violation of 41 CFR § 60-741.45. Specifically, Bethel failed to use the appropriate job groups when conducting its analysis.

Remedy: Bethel will annually evaluate its utilization of individuals with disabilities using the 7 percent goal established by OFCCP, as required by 41 § CFR 60-741.45. When conducting this utilization analysis, Bethel will use the job groups established for utilization analyses required by Executive Order 11246, as required by 41 § CFR 60-741.45(d)(2). Should the percentage of individuals with disabilities in one or more job groups or in Bethel's workforce be less than the utilization goal, Bethel will take steps, as required by 41 § CFR 60-741.45(e), to determine whether and where impediments to equal employment exist and must develop and execute action-oriented programs to correct any identified problems, as required by 41 § CFR 60-741.45(f).

IV. OFCCP Monitoring Period

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

2. Bethel Reports.

Bethel 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 31, 2025 covering the period of January 1, 2024 through December 31, 2024.

Pursuant to Remedies 1 and 2:

1. Narrative discussion of the implementation of Bethel's applicant tracking system, to include a description of the system and the training on the system. Additionally, provide the below data:
 - a) The total number of applicants and hires for each job or job group during the reporting period;
 - b) For each job or job group, the breakdown by applicable race, gender and ethnic group of applicants and hires;
 - c) For each job or job group, the results of Bethel's analysis as to whether its total selection process has adverse impact as defined in 41 CFR § 60-3.4D on those members of groups set forth in subparagraph b, above;
 - d) For each job or job group, the qualifications that Bethel used, if any, and the stage at which Bethel used the qualification(s), as a screening device;

- e) For each case where the total selection process has an adverse impact, as defined in 41 CFR § 60-3.4D, the results of Bethel's evaluation of the individual components of the selection process for adverse impact; and
- f) The actions taken by Bethel, where action is appropriate, after determining that any component of the selection process has an adverse impact on members of groups set forth in subparagraph b, above.

Pursuant to Remedy 3:

- 2. Documentation of Bethel's in-depth analysis of its total employment process to determine where impediments to equal employment opportunity exists, including:
 - a) Personnel Activity (applicant flow, hires, terminations, promotions, and other personnel actions);
 - b) Compensation data and analysis to determine where gender, race or ethnic base disparities exist;
 - c) Explanation of selection, recruitment, referral, and other personnel procedures not referenced in 2(a) or 2(b); and
 - d) Development of action-oriented programs designed to correct any problem area(s) identified.

Pursuant to Remedy 4:

- 3. Documentation of Bethel's Job Group Analysis (covering all jobs) prepared in accordance with 41 CFR § 60-2.12.

Pursuant to Remedy 5:

- 4. Documentation of Bethel's Availability Analysis where Bethel determines the availability using two factors:
 - a) The percentage of minorities and women in the reasonable recruitment area; and
 - b) The percentage among those promotable, transferable, and trainable within your company; pursuant to 41 § CFR 60-2.14. Include documentation of Bethel's placement goals for each job group in which the percentage of minorities or women employed is less than would be reasonably expected given their availability; pursuant to 41 CFR § 60-2.16.

Pursuant to Remedy 6:

5. Documentation of Bethel's E.O. 11246 Internal Audit and Reporting narrative from its Current AAP as of the due date. The narrative should include the results for items a-d below (Violation 6):
 - a) Monitor records of all applicants and self-identification process at all levels to ensure the nondiscriminatory policy is carried out;
 - b) Require internal reporting on a scheduled bases by measuring Bethel's compliance with its voluntary self-identification procedures and applicant tracking including the degree to which equal employment opportunity and Bethel's objectives have been attained;
 - c) Review report results with all levels of management; and
 - d) Advise top management of program effectiveness and indicate any need for remedial action and submit recommendations to improve unsatisfactory performance.

Pursuant to Remedy 7:

6. Documentation of Bethel's listing of all job openings, as defined by 41 CFR § 60-300.5(a) 2 through 6, with the local New York One-Stop Career Center office where the openings occur; along with a report on the number of referrals/responses and the number of hires, and to the extent known, the number of Vietnam Era and other veterans covered under OFCCP's regulations. Additionally, Bethel will provide documentation of any referrals received from the state employment service including, but not limited to, the name(s) of the individual(s) referred; date(s) of referral; final disposition of the referred individual's application; and, when applicable, the reasons why a referred individual was not hired by Bethel. For referrals hired from the state employment service delivery system, please include the job title and salary or hourly rate of pay.

Pursuant to Remedy 8:

7. Documentation showing Bethel undertook appropriate outreach and positive recruitment activities reasonably designed to effectively recruit qualified protected veterans. This documentation should include a list of all veteran's outreach and recruitment activities, including but not limited to copies of letters, memos, record of telephone calls, and other documents generated in the normal course of business between Bethel and any veteran's recruitment sources in accordance to 41 CFR § 60-300.44(f)(2).

Pursuant to Remedies 9 and 10:

8. Documentation of Bethel's computations or comparisons pertaining to applicants and hires as required by 41 CFR § 60-300.44(k). The documentation will include the following:
 - a) The number of applicants who self-identified as protected veterans, or who are otherwise known to be protected veterans as required by 41 CFR § 60-300.42. Additionally, separately include a copy of the veteran's self-id form used at the pre/post-employment stage during the period;
 - b) The total number of job openings and total number of jobs filled;
 - c) The total number of applicants for all jobs;
 - d) The number of protected veteran applicants hired; and
 - e) The total number of applicants hired.

Pursuant to Remedy 11:

9. Documentation showing Bethel undertook appropriate outreach and positive recruitment activities reasonably designed to effectively recruit qualified individuals with disabilities (IWDs). This documentation should include the following: a) supporting documentation of all IWDs outreach and recruitment activities conducted as per 41 CFR § 60-741.44(f)(2); b) an assessment of the effectiveness of each activity; and c) a copy of Bethel's annual assessment of the totality of its outreach activities, as required by 41 CFR § 60-741.44(f)(3).

Pursuant to Remedies 12 and 13:

10. Documentation of Bethel's computations or comparisons pertaining to applicants and hires as required by 41 CFR § 60-741.44(k). The documentation will include the following:
 - a) The number of applicants who self-identified as individuals with disabilities, or who are otherwise known to be individuals with disabilities as required by 41 CFR § 60-741.42. Additionally, separately include a copy of the OMB approved self-id form used at the pre/post-employment stage during the period;
 - b) The total number of job openings and total number of jobs filled;
 - c) The total number of applicants for all jobs;
 - d) The number of applicants with disabilities hired; and
 - e) The total number of applicants hired.

Pursuant to Remedy 14:

11. Documentation of Bethel's utilization analysis evaluating the representation of individuals with disabilities in each job group as required by 41 CFR § 60-741.45.

Bethel will submit its progress report to District Director Joanne Karayiannidis as 200 Sheffield Street, Suite 102, Mountainside, NJ 07092 or to e-mail addresses at (b) (6), (b) (7)(C)@dol.gov and (b) (6), (b) (7)(C)@dol.gov.

Bethel and OFCCP have a common interest in the information being provided in the report pursuant to this Agreement. To the extent any of the report Bethel provides in accordance with this Agreement are trade secrets, commercial, and/or financial in nature, and customarily kept private or closely held, and the Bethel believes should remain confidential under Exemption 4 of the Freedom of Information Act (FOIA) in the event of a FOIA request, Bethel will provide such reports to OFCCP marked as "Confidential". In the event of a FOIA request, OFCCP will promptly notify Bethel of the FOIA request and provide Bethel 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 Bethel's final progress report as set forth in Section II, Paragraph 9 above. If OFCCP fails to notify Bethel in writing within sixty (60) days of the date of the final progress report that Bethel 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 Bethel within the allotted time that it has not fulfilled all of its obligations, this Agreement is automatically extended until the date that OFCCP determines Bethel has met all of its obligations under the Agreement.

V. Signatures

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

This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and Bethel Industries, Inc., 3423 John F. Kennedy Blvd., Jersey City, NJ 07307.

Bethel Industries, Inc., Jersey City, NJ - Conciliation Agreement
OFCCP Case No. R00309052

(b) (7)(C)

Sun ~~Kim~~
President and Owner
Bethel Industries, Inc.
Jersey City, NJ

Date: 12/15/2023

(b) (7)(C)

Joanne Karayiannidis
District Director
New Jersey District Office
OFCCP – Northeast Region

Date: 12/19/2023

(b) (7)(C)

Lawrence Tainowitz
Assistant District Director
New Jersey District Office
OFCCP – Northeast Region

Date: 12/19/2023

(b) (7)(C)

Compliance Officer
New Jersey District Office
OFCCP – Northeast Region

Date: 12/19/2023