



CONCILIATION AGREEMENT
BETWEEN
THE U.S. DEPARTMENT OF LABOR
OFFICE OF FEDERAL CONTRACT COMPLIANCE PROGRAMS
AND
GARDA CL ATLANTIC, INC.
100 CLOVER PLACE
EDISON, NJ 08837

PART I PRELIMINARY STATEMENT

The Office of Federal Contract Compliance Programs ("OFCCP") evaluated the Garda CL Atlantic, Inc. (hereinafter "Garda") establishment located at 100 Clover Place, Raritan, NJ 08837 (hereinafter the "Establishment"), beginning on December 24, 2018. OFCCP found that Contractor failed to comply with Section 503 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 793 ("Section 503") and Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. § 4212 ("VEVRAA"), and their implementing regulations at 41 C.F.R. Sections 60-1 through 60-4, 60-250, 60-300, and 60-741. OFCCP notified Garda of the specific violations and the corrective actions required in a Notice of Violation issued on December 4, 2019 ("NOV"). 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 Garda enter this Conciliation Agreement (the "Agreement") and agree to all the terms stated below.

PART II. GENERAL TERMS AND CONDITIONS

1. In exchange for Garda's fulfillment of all obligations in Parts III and IV of the Agreement, OFCCP agrees not to institute administrative or judicial enforcement proceedings under E.O. 11246, Section 503, and VEVRAA based on the violations described in more detail in Part III below. However, OFCCP has the right to initiate legal proceedings to enforce the Agreement itself or to correct and obtain relief for the violations described in Part III if Garda violates this Agreement. Nothing in this Agreement precludes OFCCP from initiating enforcement proceedings based on future compliance evaluations or complaint investigations.
2. Garda agrees that OFCCP may review its compliance with this Agreement. As part of such review, OFCCP may require written reports, inspect the premises, interview witnesses, and examine and copy documents. Garda will permit access to its premises during normal business hours for these purposes and will provide OFCCP with all reports and documents requested.
3. Garda understands that nothing in this Agreement relieves it of its obligation to fully comply with the requirements of E.O. 11246, Section 503, VEVRAA, their implementing regulations, and other applicable equal employment laws.

4. Garda promises not to harass, intimidate, threaten, discriminate, or otherwise retaliate against any individual because the individual: benefits from this Agreement, files a complaint or participates in any investigation or proceeding under E.O. 11246, Section 503, and/or VEVRAA, or engages in any activity listed at 41 C.F.R. § 60-1.32(a).
5. The parties understand the terms of this Agreement and enter into it voluntarily.
6. This document and its attachments contain the complete and final understanding of the parties with respect to the matters referenced herein. This Agreement contains all terms by which the parties are bound and it supersedes all prior written or oral negotiations and agreements. There will be no modifications or amendments to this Agreement unless they are in writing, signed by all parties.
7. If one or more provisions of this Agreement are rendered unlawful or unenforceable, the remaining provisions will remain in full force and effect.
8. This Agreement becomes effective on the day it is signed by the District Director of the New Jersey District Office (the "Effective Date").
9. This Agreement will expire sixty (60) days after Garda submits the final progress report required in Part IV below, unless OFCCP notifies Garda in writing prior to the expiration date that Garda has not fulfilled all of its obligations under the Agreement, in which case the Agreement is automatically extended until the date that OFCCP determine Garda has met all of its obligations under the Agreement.

10.If Garda violates this Conciliation Agreement,

A. The procedures set forth at 41 C.F.R. § 60-1.34 will govern:

- 1)If OFCCP believes that Garda violated any term of the Agreement while it was in effect, OFCCP will send Garda a written notice stating the alleged violations and summarizing any supporting evidence.
- 2)Garda will have 15 days from receipt of such notice to demonstrate in writing that it has not violated the Conciliation Agreement, unless such a delay would result in irreparable injury to the employment rights of affected employees or applicants.
- 3)If Garda 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.
- 4)OFCCP may seek enforcement of this Agreement itself and is not required to present proof of any underlying violations resolved by this Agreement.

B. Garda may be subject to the sanctions set forth in Section 209 of the Executive Order, 41 C.F.R. § 60-741.66, 41 C.F.R. § 60-250.66, or 41 C.F.R. § 60-300.66 and/or other appropriate relief for violation of this Agreement.

11. This Agreement does not constitute an admission by Garda of any violation of E.O. 11246, Section 503, VEVRAA, or other laws, nor has there been an adjudicated finding that Garda violated any laws.

PART III. SPECIFIC VIOLATIONS AND REMEDIES

1. **VIOLATION:** During the period of January 1, 2017 through June 30, 2018, Garda 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. Specifically, Garda stated in correspondence dated May 10, 2019, that Garda did not post jobs with the relevant New Jersey state employment center.

REMEDY: Effective immediately Garda will list all employment openings at the Establishment 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 Garda, as required by 41 CFR 60-300.5(a) 2-6. With its initial listing, and as subsequently needed to update the information, Garda 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 the Establishment, and provide the employment service delivery system with the name and address of each of the Establishment and the contact information for the contractor official responsible for hiring at the Establishment, in accordance with 41 CFR 60300.5(a)4. Should any of the information in the disclosures change since it was last reported to the ESDS, Garda shall provide updated information simultaneously with its next job listing.

2. **VIOLATION:** During the period of January 1, 2017 through June 30, 2018, Garda 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 60-741.44W. Specifically, Garda was unable to provide documentation to support compliance that appropriate outreach and positive recruitment activities that were reasonably designed to effectively recruit qualified individuals with disabilities were undertaken during the review period.

REMEDY: Effective immediately Garda will undertake appropriate outreach and positive recruitment activities designed to recruit qualified individuals with disabilities for employment at the Establishment, such as those described at 41 CFR 60-741.44(0)(2). Examples of

additional types of outreach and positive recruitment activities include, but are not limited to:

- Entering into formal, written relationships with organizations to accomplish specified objectives, such as training, and/or referring job applicants with work experience or job skills that match or are related to existing and anticipated job vacancies;
- Creating internship programs for students with disabilities from local colleges and universities;
- Using the Workforce Recruitment Program (WRP) for students and graduates with disabilities to identify qualified temporary and permanent job candidates. See <http://wrp.jobs/employers/>;
- Participating in job fairs targeting qualified individuals with disabilities; and
- Using local disability service organizations or other resources identified by the contractor's existing Employee Resource Group (ERG) on disability to recruit qualified temporary and permanent job candidates.

Additional examples are in the text of the regulations.

Garda will annually review the Establishment's outreach and recruitment activities, assess their effectiveness, and document this review, in accordance with 41 CFR 60-741.44(f) (3). Garda will document all activities it undertakes to comply with this section, in accordance with 41 CFR 60-741.44(0)(4).

Part IV. REPORTS REQUIRED

1. Garda must submit the documents and reports described below to:

U.S. Department of Labor
Office of Federal Contract Compliance Programs
Attention: Kevin Kollgaard, Assistant District Director
200 Sheffield Street, Suite 102
Mountainside, NJ 07092

- A. Within the prescribed timeframes, Garda must submit all documents and information referenced in section IV.
- B. Garda will submit two (2) reports. The first report shall be due July 31, 2020 and will cover the period beginning January 1, 2020 through June 30, 2020. The second and final report shall be due January 31, 2021 and will cover the period beginning July 1, 2020 through December 31, 2020:
 - i. Documentation of Garda's listing of all job openings at the Establishment, as defined by 41 CFR 60300.5(a) 2 through 6, with the local New Jersey One-Stop Career Center office; along with a report on the number of referrals/responses and the number of hires, and to the extent known, the number of referred individuals that are Vietnam Era and other veterans covered under OFCCP's regulations.

ii. Documentation showing Garda's outreach and recruitment efforts at the Establishment, targeting individuals with disabilities. Garda must provide a list of all disability outreach and recruitment activities occurring at or benefitting the Establishment, including but not limited to copies of letters, memos, record of telephone calls, and other documents generated in the normal course of business between Garda and any disability recruitment sources, including the organization listed in Part III under Violation 2.

2. Garda will retain all records and data pertinent to the violations resolved by this Agreement and/or used to prepare required reports until this Agreement expires or as long as required by OFCCP's regulations, whichever date occurs later.

Part V. SIGNATURES

This Agreement is hereby executed by and between the OFCCP and Garda CL Atlantic, Inc., 100 Clover Place, Edison, NJ 08837.

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

Christine Cunningham
Corporate Human Resources Director
Garda CL Atlantic, Inc.
Boca Raton, Florida

Date: 12/31/2019

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

(b) (6), (b) (7)(E)
Compliance Officer
New Jersey District Office
OFCCP — Northeast Region

Date: 12/30/19

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

Kevin Kollgaard
Assistant District Director
New Jersey District Office
OFCCP — Northeast Region

Date: 12/30/19

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

Jeanne Karayiannidis
District Director
New Jersey District Office
OFCCP — Northeast Region

Date: 12/31/19