

Conciliation Agreement
Between the
U.S. Department of Labor
Office of Federal Contract Compliance Programs
And
SECURE TRANSPORTATION CO INC

I. Preliminary Statement

The Office of Federal Contract Compliance Programs (OFCCP) evaluated SECURE TRANSPORTATION CO INC's (SECURE TRANSPORTATION) establishment located at 3780 KILROY AIRPORT WAY, LONG BEACH, CA 90806, beginning on July 12, 2019. OFCCP found that SECURE TRANSPORTATION failed to comply with Section 503 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 793 (Section 503), and its respective implementing regulations at 41 CFR 60-741.44(k) and 41 CFR 60-741.44(f)(4).

OFCCP notified SECURE TRANSPORTATION of the specific violations and the corrective actions required in a Notice of Violation issued on May 14, 2020 (NOV).

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 SECURE TRANSPORTATION enter into this Conciliation Agreement (Agreement) and the parties agree to all the terms therein.

II. General Terms and Conditions

1. In exchange for SECURE TRANSPORTATION's fulfillment of all its obligations in this Agreement, OFCCP will not institute administrative or judicial enforcement proceedings under Section 503 based on the violations alleged in the NOV. However, OFCCP retains the right to initiate legal proceedings to enforce this Agreement if SECURE TRANSPORTATION violates any provision of this Agreement, as set forth in Paragraph 11, below. Nothing in this Agreement precludes OFCCP from initiating enforcement proceedings based on future compliance evaluations or complaint investigations.
2. OFCCP may review SECURE TRANSPORTATION'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. SECURE TRANSPORTATION 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 SECURE TRANSPORTATION 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. SECURE TRANSPORTATION and OFCCP agree that any release of claims required by this Agreement will only pertain to claims under E.O. 11246, Section 503, and/or VEVRAA.
5. SECURE TRANSPORTATION 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 Los Angeles District Office (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 SECURE TRANSPORTATION submits its progress report required in Section VIII, below, unless OFCCP notifies SECURE TRANSPORTATION in writing before the expiration date that SECURE TRANSPORTATION 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 SECURE TRANSPORTATION has met all of its obligations under the Agreement.
11. If SECURE TRANSPORTATION violates this Agreement:
 - a. The procedures at 41 C.F.R. 60-1.34 will govern:
 - i. OFCCP will send SECURE TRANSPORTATION a written notice stating the alleged violations and summarizing any supporting evidence.
 - ii. SECURE TRANSPORTATION 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 SECURE TRANSPORTATION 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.

- b. SECURE TRANSPORTATION may be subject to the sanctions set forth in 41 C.F.R. 60-741.66 and/or other appropriate relief for violating this Agreement.
- 12. SECURE TRANSPORTATION 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.
- 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.

III. Violations

- 1. **VIOLATION:** During the period January 1, 2018 through December 31, 2018, SECURE TRANSPORTATION failed to document and maintain the required data pertaining to applicants and hires, in violation of 41 CFR 60-741.44(k).
- 1. **REMEDY:** SECURE TRANSPORTATION 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 60-741.44(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.
- 2. **VIOLATION:** During the period January, 2018 through December 31, 2018, SECURE TRANSPORTATION failed to document all activities it undertook to comply with its external outreach and recruitment efforts; and to maintain those documents for a period of three (3) years, in accordance with 41 CFR 60-741.44(f)(4).
- 2. **REMEDY:** SECURE TRANSPORTATION will document all activities it undertakes to comply with its external outreach and recruitment efforts; and to maintain those documents for a period of three (3) years, in accordance with 41 CFR 60-741.44(f)(4).

IV. OFCCP Monitoring Period

1. **Recordkeeping.** SECURE TRANSPORTATION agrees to retain all records relevant to the violations cited in Part 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. SECURE TRANSPORTATION will retain the records until this Agreement expires or for the time period consistent with regulatory requirements, whichever is later.

2. **Contractor Reports.**

- a. **Schedule and Instructions.** SECURE TRANSPORTATION agrees to furnish OFCCP with the following report during the Monitoring Period according to the following schedule:

Progress Report: Due January 31, 2021

- i. Documentation of data collection and analysis specified in 60-741.44(k):
 1. For applicants: the total number of applicants for employment, and the number of applicants who are known individuals with disabilities;
 2. For hires: the total number of job openings, the number of jobs filled, and the number of individuals with disabilities hired;
 3. The total number of job openings;
 4. The number of jobs that are filled.
 - ii. Documentation of external outreach and recruitment activities that are reasonably designed to effectively recruit qualified individuals with disabilities.

SECURE TRANSPORTATION will submit the report to (b) (7)(C), (b) (7)(E) 1640 S. Sepulveda Bld., Suite 440, Los Angeles, CA 90025 or email at (b) (6), (b) (7)(C)@dol.gov. SECURE TRANSPORTATION and OFCCP have a common interest in the information being provided in the report pursuant to this Agreement. To the extent any of the reports SECURE TRANSPORTATION provides in accordance with this agreement are customarily kept private or closely-held, and SECURE TRANSPORTATION believes should remain confidential under Exemption 4 of the Freedom of Information Act (FOIA) in the event of a FOIA request, SECURE TRANSPORTATION 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 SECURE TRANSPORTATION's progress report as set forth in Part IV, Paragraph 2 above. If OFCCP fails to notify SECURE TRANSPORTATION in writing within sixty (60) days of the date of the progress report that SECURE TRANSPORTATION has not fulfilled all of its obligations under the Agreement, OFCCP will be deemed to have accepted the report and the Monitoring Period and this Agreement will terminate. If OFCCP notifies SECURE TRANSPORTATION within the allotted time that it has not fulfilled all of its obligations, this Agreement is automatically extended until the date that OFCCP determines SECURE TRANSPORTATION has met all of its obligations under the Agreement.

V. SIGNATURES

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

This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and SECURE TRANSPORTATION CO.

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

Christine Simeoni
Vice President, People First
SECURE TRANSPORTATION CO INC

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

Agnes Huang
District Director
OFCCP – Los Angeles District Office

DATE: 6-19-2020

DATE: June 22, 2020