

Conciliation Agreement
Between the
U.S. Department of Labor Office of Federal Contract Compliance Programs
And
American Waste Inc.

I. Preliminary Statement

The Office of Federal Contract Compliance Programs (OFCCP) evaluated the American Waste Inc. (American Waste) establishment located at 3947 U.S. 131 N. P.O. Box 1030, Kalkaska, Michigan 49646-1030, beginning on October 25, 2018. OFCCP found that American Waste 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/or 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 60-1.40(a), 41 CFR 60-300.40(b) and 41 CFR 60-741.40(b).

OFCCP notified American Waste of the specific violations and the corrective actions required in a Notice of Violation (NOV) issued on January 15, 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 American Waste enter into this Conciliation Agreement (Agreement), and the parties agree to all the terms therein.

II. General Terms and Conditions

1. In exchange for American Waste'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 American Waste 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 American Waste'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. American Waste 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 American Waste 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. American Waste 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
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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 American Waste submits its final progress report required in Section IV, below, unless OFCCP notifies American Waste in writing before the expiration date that American Waste 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 American Waste has met all of its obligations under the Agreement.
 10. If American Waste 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 American Waste a written notice stating the alleged violations and summarizing any supporting evidence.
 - ii. American Waste 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 American Waste 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.
 - b. American Waste 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. American Waste 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.
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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 Violation and Remedies

1. **VIOLATION:** During the period January 1, 2018 through December 31, 2018 American Waste failed to prepare and maintain an affirmative action program (AAP) for women and minorities at each of its establishments, in violation of 41 CFR 60-2.1(b). Accordingly, American Waste failed to comply with any of its AAP obligations set forth in 41 CFR 60-2.10-17.

REMEDY: American Waste will prepare and maintain an affirmative action program (AAP) for women and minorities at each of its establishments. The AAP shall set forth American Waste’s policies and procedures in accordance with 41 CFR 60-2.10-17. This AAP may be integrated into or kept separate from other AAPs. American Waste shall review and update annually its AAP pursuant to 41 CFR 60-2.1(c).

2. **VIOLATION:** During the period January 1, 2018 through December 31, 2018, American Waste failed to prepare and maintain an affirmative action program (AAP) for protected veterans at each establishment, in violation of 41 CFR 60–300.40(b). Accordingly, American Waste failed to comply with any of its AAP obligations set forth in Subpart C of the regulations, 41 CFR 60–300.40–45.

REMEDY: American Waste will prepare and maintain an affirmative action program (AAP) for protected veterans at each establishment. The AAP shall set forth American Waste’s policies and procedures in accordance with 41 CFR 300.40–45. This AAP may be integrated into or kept separate from other AAPs. American Waste shall review and

update annually its AAP pursuant to 41 CFR 60–300.40(c), and must comply with all obligations set forth in Subpart C of the regulations, 41 CFR 60–300.40–45.

3. **VIOLATION:** During the period January 1, 2018 through December 31, 2018, American Waste failed to prepare and maintain an affirmative action program (AAP) for qualified individuals with disabilities at each establishment, in violation of 41 CFR 60–741.40(b). Accordingly, American Waste failed to comply with any of its AAP obligations set forth in Subpart C of the regulations, 41 CFR 60–741.40–45.

REMEDY: American Waste will prepare and maintain an affirmative action program (AAP) for qualified individuals with disabilities at each establishment. The AAP shall set forth American Waste’s policies and procedures in accordance with 41 CFR 741.40–45. This AAP may be integrated into or kept separate from other AAPs. American Waste shall review and update annually its AAP pursuant to 41 CFR 60–741.40(b)(3), and must comply with all obligations set forth in Subpart C of the regulations, 41 CFR 60–741.40–45.

IV. OFCCP Monitoring Period

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

American Waste agrees to furnish OFCCP with the following report during the Monitoring Period according to the following schedule:

American Waste will submit its current year AAPs for E.O. 11246, Section 503 and VEVRAA while the Agreement monitoring period is in effect. The AAPs data will be provided to the OFCCP Detroit District Office not later than December 31, 2021.

American Waste will submit reports to Compliance Officer (b) (7)(E), (b) (6) at (b) (6), (b) (7)(C) @dol.gov. American Waste 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 American Waste provides in accordance with this Agreement are trade secrets, commercial, and/or financial in nature, and customarily kept private or closely-held, and American Waste believes should remain confidential under Exemption 4 of the Freedom of Information Act (FOIA) in the event of a FOIA request, American Waste will provide such reports to OFCCP marked as “Confidential”. In the

event of a FOIA request, OFCCP will promptly notify American Waste of the FOIA request and provide American Waste 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 American Waste's progress report as set forth in Part IV above. If OFCCP fails to notify American Waste in writing within sixty (60) days of the date of the final progress report that American Waste 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 American Waste within the allotted time that it has not fulfilled all of its obligations, this Agreement is automatically extended until the date that OFCCP determines American Waste has met all of its obligations under the Agreement.

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V. SIGNATURES

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

This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and American Waste Inc., 3947 U.S. 131 N., P.O. Box 1030, Kalkaska, Michigan 49646-1030

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

Edward Ascione
Regional Vice President
American Waste Inc.
Kalkaska, Michigan 49646-1030

DATE: 1-30-21

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

Phyllis E. Lipkin
District Director
Detroit District Office

DATE: 02/08/2021

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

Laila E. Turner
Assistant District Director
Detroit District Office

DATE: 02/08/2021

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

(b) (7)(E), (b) (6)

Compliance Officer
Detroit District Office

DATE: 02/08/2021
