Conciliation Agreement
Between the
U.S. Department of Labor
Office of Federal Contract Compliance Programs
and
Consolidated Waste Services, Corp.
RD 189 KM9
Gurabo, PR 00778
OFCCP Case No. R00304045

I. Preliminary Statement


OFCCP notified Consolidated Waste of the specific violations and the corrective actions required in a Notice of Violation (NOV) issued on February 24, 2022.

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 Consolidated Waste 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 Consolidated Waste’s fulfillment of all its obligations in this Agreement, OFCCP will not institute administrative or judicial enforcement proceedings under 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 Consolidated Waste 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 Consolidated 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. Consolidated 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 Consolidated 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. Consolidated 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 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 Consolidated Waste submits its final progress report required in Section IV, below, unless OFCCP notifies Consolidated Waste in writing before the expiration date that Consolidated 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 Consolidated Waste has met all of its obligations under the Agreement.

10. If Consolidated Waste violates this Agreement:

   a. The procedures at 41 C.F.R. § 60-300.63 and/or 41 C.F.R. § 60-741.63 will govern:

      i. OFCCP will send Consolidated Waste a written notice stating the alleged violation(s) and summarizing any supporting evidence.

      ii. Consolidated 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 Consolidated 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.

iv. In the event of a breach of this Agreement by Consolidated Waste, 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. Consolidated Waste may be subject to the sanctions set forth in 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. Consolidated Waste does not admit any violation of 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 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 Violations and Remedies

1. **Violation:** During the review period of October 1, 2019 through March 31, 2021, Consolidated Waste 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:** Consolidated Waste 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 Consolidated Waste, as required by 41 CFR § 60-300.5(a) 2–6. With its initial listing, and as subsequently needed to update the information, Consolidated Waste 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). Should any of the information in the disclosures change since it was last reported to the ESDS, Consolidated Waste will provide updated information simultaneously with its next job listing.

2. **Violation:** During the review period of October 1, 2019 through March 31, 2021, Consolidated Waste failed to undertake appropriate 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).

**Remedy:** Consolidated Waste 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). 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, translating military experience, and/or referring job applicants with work experience or job skills that match or are related to existing and anticipated job vacancies;

- Working with the veterans' counselors and coordinators (or "Vet Reps") at local colleges and universities to identify qualified temporary and permanent job candidates;

- Working with the Local Veterans' Employment Representative (LVER) in the American Job Center nearest to the contractor to identify qualified permanent job candidates. See [http://www.careeronestop.org](http://www.careeronestop.org)

- Participating in job fairs targeting veterans;

- Using the national Veterans Employment Center (VEC) to search verified profiles of veteran job candidates and post job opportunities. See [https://www.vets.gov](https://www.vets.gov); and

- Using local veteran service organizations or other resources identified by the contractor's existing Employee Resource Group (ERG) on veterans to recruit qualified temporary and permanent job candidates.

Additional examples are in the text of the regulations.

Consolidated Waste 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). Consolidated Waste will document all activities it undertakes to comply with this section, in accordance with 41 CFR § 60-300.44(f)(4).

3. **Violation:** During the review period of October 1, 2019 through March 31, 2021, Consolidated Waste 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 § 60-741.44(f). Specifically, Consolidated Waste indicated that no outreach and recruitment of qualified individuals had been undertaken.

**Remedy:** Consolidated Waste will undertake appropriate outreach and positive recruitment activities designed to recruit qualified individuals with disabilities, such as those described at 41 CFR § 60–741.44(f)(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/](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.

Consolidated Waste 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). Consolidated Waste will document all activities it undertakes to comply with this section, in accordance with 41 CFR § 60-741.44(f)(4).

4. **Violation:** During the review period of October 1, 2019 through March 31, 2021, Consolidated Waste failed to periodically review its personnel processes to ensure they provide for careful, thorough, and systematic consideration of the job qualifications of applicants and employees who are known protected veterans and/or known individuals with disabilities in violation of 41 CFR § 60-300.41(b) and 41 CFR § 60-741.44(b). Specifically, Consolidated Waste informed OFCCP that no process was in place prior to
January 1, 2020, and its implementation was hampered in 2020 due to the COVID pandemic.

**Remedy:** Consolidated Waste will periodically review personnel processes and make any necessary modifications. Consolidated Waste will design an appropriate set of procedures to perform this review. Consolidated Waste will ensure that applicants and employees that are protected veterans or have disabilities have equal access to its personnel processes, including those implemented through information and communication technologies. Consolidated Waste will report to OFCCP on the results of their review of personnel processes.

5. **Violation:** During the review period of October 1, 2019 through March 31, 2021, Consolidated Waste failed to periodically review its physical and mental qualifications to ensure that qualification standards do not screen out applicants and employees who are known protected veterans and/or known individuals with disabilities in violation of 41 CFR § 60-300.44(e) and 41 CFR § 60-741.44(e). Specifically, Consolidated Waste informed OFCCP that they did not have any job descriptions prior to January 1, 2020.

**Remedy:** Consolidated Waste will periodically review physical and mental qualifications and make any necessary modifications. Consolidated Waste will design an appropriate set of procedures to perform this review. Consolidated Waste will report to OFCCP on the results of their review of physical and mental qualifications.

6. **Violation:** During the review period of October 1, 2019 through March 31, 2021, Consolidated Waste failed to include reference to Executive Order 13496 provisions in its subcontracts and purchase orders as required by 29 CFR 471, Subpart A, app. A.

**Remedy:** Consolidated Waste will include reference to the provisions of Executive Order 13496 in their applicable subcontracts and purchase orders entered into on or after June 21, 2010.

IV. **OFCCP Monitoring Period**

1. **Recordkeeping.** Consolidated Waste agrees to retain all records relevant to the violations 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. Consolidated Waste will retain the records until this Agreement expires or for the time-period consistent with regulatory requirements, whichever is later.

2. **Consolidated Waste Reports.**

Consolidated Waste agrees to furnish OFCCP with the following reports during the Monitoring Period. Each report will contain the documentation specified according to the dates scheduled:
Progress Report 1: Due on October 31, 2022 covering the period of October 1, 2021 through September 30, 2022.


The first report will contain the following:
Pursuant to Remedy 6:

a. Documentation of the inclusion of Executive Order 13496 provisions in its subcontracts and purchase orders as required by 29 CFR 471, Subpart A, app. A.

Both reports will contain the following:
Pursuant to Remedy 1:

b. Documentation showing that Consolidated Waste listed all of its employment opportunities with the appropriate service delivery system (ESDS) where the openings occur, in a manner and format that will allow ESDS to provide priority referrals of protected veterans to Consolidated Waste. This documentation should include proof Consolidated Waste advised the ESDS that it is a federal contractor; and provided the ESDS with the contact information for the Consolidated Waste official responsible for hiring at each of its locations, in accordance with 41 CFR § 60-300.5(a) 4. Additionally, Consolidated Waste 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 Consolidated Waste. For referrals hired from the state employment service, please include the job title and salary or hourly rate of pay.

Pursuant to Remedy 2:

c. Documentation showing that Consolidated Waste undertook appropriate outreach and positive recruitment activities reasonably designed to effectively recruit qualified protected veterans as required by the regulations. This documentation should include a list of all veteran 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 Consolidated Waste and any veteran recruitment sources. Consolidated Waste should note that 41 CFR § 60-300.44(f)(2) lists several types of resources that may be able to assist it in effectively recruiting and employing qualified protected veterans.

Pursuant to Remedy 3:

d. Documentation of Consolidated Waste’s outreach and positive recruitment activities taken on behalf of qualified individuals with disabilities, including evidence of job
Consolidated Waste Services, Corp., Gurabo, PR
Conciliation Agreement
(R00304045)

vacancy announcements sent to, and communications with, at least two organizations
described under Remedy 3;

Pursuant to Remedy 4:

e. Documentation of Consolidated Waste’s procedures used to review its personnel
processes. Include in your submission the date and results of the review; and

Pursuant to Remedy 5:

f. Documentation of Consolidated Waste’s procedures used to review its physical and
mental qualifications. Include in your submission the date and results of the review.

Consolidated Waste will submit reports to District Director Joanne Karayiannidis at 200
Sheffield Street, Suite 102, Mountainside, NJ 07092 or to e-mail addresses at
\[ \text{(b) (6), (b) (7)(C) @dol.gov and (b) (6), (b) (7)(C) @dol.gov.} \]

Consolidated Waste 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
Consolidated Waste provides in accordance with this Agreement are trade secrets,
commercial, and/or financial in nature, and customarily kept private or closely held, and
Consolidated Waste believes should remain confidential under Exemption 4 of the
Freedom of Information Act (FOIA) in the event of a FOIA request, Consolidated Waste
will provide such reports to OFCCP marked as “Confidential”. In the event of a FOIA
request, OFCCP will promptly notify Consolidated Waste of the FOIA request and
provide Consolidated Waste an opportunity to object to disclosure. OFCCP will withhold
disclosure of such reports to the Consolidated Waste extent allowable by law.

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 Consolidated Waste’s final progress report as set forth in
Section II, Paragraph 9 above. If OFCCP fails to notify Consolidated Waste in writing
within sixty (60) days of the date of the final progress report that Consolidated 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 Consolidated 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 Consolidated Waste has met all of its obligations under
the Agreement.

V. Signatures

The person signing this Agreement on behalf of Consolidated Waste personally warrants that he
or she is fully authorized to do so, that Consolidated Waste has entered into this Agreement
voluntarily and with full knowledge of its effect, and that execution of this Agreement is fully
binding on Consolidated Waste.
This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and Consolidated Waste Services, Corp., RD 189 KM 9, Gurabo, Puerto Rico 00778.

Carlos A. Contreras Moreno
President
Consolidated Waste Services, Corp.
Gurabo, Puerto Rico

Date: 03-07-2022

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

Date: 03/21/2022

Compliance Officer
New Jersey District Office
OFCCP – Northeast Region

Date: 3/14/2022