

Conciliation Agreement
Between the
U.S. Department of Labor Office of Federal Contract Compliance Programs
and
Waste Pro of Florida, Incorporated

I. Preliminary Statement

The Office of Federal Contract Compliance Programs ("OFCCP") evaluated the Waste Pro of Florida, Incorporated ("Waste Pro"), 925 S Clyde Morris Boulevard, Daytona Beach, Florida 32114 beginning on June 16, 2020. OFCCP found that Waste Pro failed to comply with Executive Order 11246, as amended and its respective implementing regulations at 41 C.F.R. Chapter 60.

OFCCP notified Waste Pro of the specific violation(s) and the corrective action(s) required in a Notice of Violation ("NOV") issued on September 9, 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 Waste Pro enter into this Conciliation Agreement ("Agreement") and its attachments, and the parties agree to all the terms therein.

II. General Terms and Conditions

In exchange for Waste Pro'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 violation(s) alleged in the NOV. However, OFCCP retains the right to initiate legal proceedings to enforce this Agreement if Waste Pro 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.

OFCCP may review Waste Pro'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. Waste Pro 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.

Nothing in this Agreement relieves Waste Pro 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.

Waste Pro 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.

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The parties understand the terms of this Agreement and enter into it voluntarily.

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.

This Agreement becomes effective on the day it is signed by the District Director (Effective Date).

If one or more provisions of this Agreement is deemed unlawful or unenforceable, the remaining provisions will remain in full force and effect.

This Agreement will expire sixty (60) days after Waste Pro submits its final progress report required in Section IV, below, unless OFCCP notifies Waste Pro in writing before the expiration date that Waste Pro 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 Waste Pro has met all of its obligations under the Agreement.

If Waste Pro violates this Agreement:

- a. The procedures at 41 C.F.R. 60-1.34, 41 C.F.R. 60-300.63, and/or 41 C.F.R. 60-741.63] will govern:
 - i. OFCCP will send Waste Pro a written notice stating the alleged violation(s) and summarizing any supporting evidence.
 - ii. The Waste Pro 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 Waste Pro 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 the Waste Pro, 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. Waste Pro 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.

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Waste Pro 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.

OFCCP may seek enforcement of this Agreement itself and is not required to present proof of any underlying violations resolved by this Agreement.

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.

Each party shall bear its own fees and expenses with respect to this matter.

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.

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 August 1, 2018 to January 31, 2020, Waste Pro failed to keep and preserve complete and accurate personnel and employment records, in violation of 41 CFR 60-1.12(a) and (e); Specifically, Waste Pro failed to keep applicant, testing, interview, hiring or other general personnel or employment records; and failed to keep the records for a period of not less than two years from the date of the making of the record or the personnel action, whichever occurred later.

Remedy: Waste Pro will keep and preserve complete and accurate personnel and employment records, in accordance with 41 CFR 60-1.12(a) and (e) and will keep and preserve those records for a period of not less than two years from the date of the making of the record or the personnel action, whichever occurs later. However, if Waste Pro has a total workforce of 150 or fewer employees or does not have a government contract of at least \$150,000, the minimum record retention period shall be one year from the making of the record or the personnel action, whichever occurs later, as permitted by 41 CFR 60-1.12(a).

2. **Violation:** During the period August 1, 2018 to January 31, 2020, Waste Pro failed to perform in-depth analyses of its total employment process to determine whether and where impediments to equal employment opportunity exist. Specifically, (a)

applicant flow and hiring to determine where there are selection disparities; (b) selection, recruitment, referral, and other personnel procedures to determine whether they result in disparities in the employment or advancement of females and minorities, and (c) any other areas that might impact the success of Waste Pro's Affirmative Action Program ("AAP"). 41 CFR 60-2.17(b).

Remedy: Waste Pro will: (a) perform in-depth analyses of its total employment process, as specified in "a" through "c" above, in order to determine whether and where impediments to equal employment opportunity exist; (a) develop and execute action-oriented programs referenced in 41 CFR 60-2.17(c) designed to correct any problem area identified pursuant to 41 CFR 60-2.17(b); (b) incorporate these analyses and action-oriented programs in its current AAP; (c) update them in Waste Pro's future AAPs; and (d) demonstrate that Waste Pro has made good faith efforts to remove identified barriers, expand employment opportunities and produce measurable results.

3. **Violation:** During the period August 1, 2018 through January 31, 2020, Waste Pro failed to maintain and have available for inspection records or other information that discloses the impact its tests and other selection procedures had on employment opportunities of persons by identifiable race, sex, or ethnic group, in violation of 41 CFR 60-3.4A. Waste Pro failed to evaluate, by gender, race or ethnic group, the individual components of its selection process for adverse impact for each job that had adverse impact in the total selection process, in violation of 41 CFR 60-3.4B.

Remedy: Waste Pro will collect, maintain, and have available for inspection records or other information that discloses the impact its tests and other selection procedures has on employment opportunities of persons by identifiable race, sex, or ethnic group. When the total selection process for a job has an adverse impact, the individual components of the selection process should be evaluated for adverse impact.

IV. OFCCP Monitoring Period

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

Waste Pro agrees to furnish OFCCP with the following reports during the Monitoring Period. Each report will contain the documentation specified according to the dates scheduled:

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Progress Report 1: Due on August 30, 2023, covering the period of August 1, 2022 through July 31, 2023.

Report 2: Due on August 30, 2024, covering the period of August 1, 2023 through July 30, 2024.

The information due in each report is as follows:

- a) Documentation of the total number of applicants and hires and the breakdown by gender of applicants and hires and the breakdown of race and ethnicity of applicants and hires for positions during the covered timeframe including temporary, part-time, and seasonal workers who were referred to and/or assigned to work at Waste Pro by a staffing firm or employment agency. For each job group or job title applicants for those whose race/ethnicity and/or gender is not known, should also be included in the data submitted. Specifically, the following logs should be included:
 1. Applicants log inclusive of the following on each individual who expressed interest in employment: Applicant name, race, ethnicity, gender, date applied, job applied, job group and disposition (if hired-date of hire, job and job group) If not hired, provide specific reason(s) for non-selection.
 2. Hire log inclusive of the following on each hire: Employee name, race/ethnicity, gender, position hired, job group hired, and rate of pay at hire.
- b) Adverse impact analyses by job group with the requirements of 41 CFR 60-3.4 and 3.15 at least on a semi-annual basis. If Waste Pro finds statistically significant disparities, Waste Pro will investigate the cause of the disparities and take appropriate action, such as providing refresher training or making additional changes to the hiring process. Waste Pro will implement remedies to correct any statistically significant disparities in hiring and report to OFCCP on actions taken.

Waste Pro will submit reports to (b) (6), (b) (7)(C), Compliance Officer, 100 West Capitol Street-Suite 762, Jackson, MS 39269 and (b) (6), (b) (7)(C), @dol.gov. Waste Pro 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 Waste Pro provides in accordance with this Agreement are trade secrets, commercial, and/or financial in nature, and customarily kept private or closely held, and the Waste Pro believes should remain confidential under Exemption 4 of the Freedom of Information Act (FOIA) in the event of a FOIA request, Waste Pro will provide such reports to OFCCP marked as "Confidential". In the event of a FOIA request, OFCCP will promptly notify Waste Pro of the FOIA request and provide Waste Pro 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 Waste Pro's final progress report as set forth in Section

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II, Paragraph 9 above. If OFCCP fails to notify Waste Pro in writing within sixty (60) days of the date of the final progress report that Waste Pro 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 Waste Pro within the allotted time that it has not fulfilled all of its obligations, this Agreement is automatically extended until the date that OFCCP determines Waste Pro has met all of its obligations under the Agreement.

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V. SIGNATURES

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

This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and Waste Pro of Florida, Incorporated, 925 S Clyde Morris Boulevard, Daytona Beach, Florida 32114

DATE: 9-22-22

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

Mr. Steven Cameron
Operations Manager
Waste Pro of Florida, Incorporated
925 S Clyde Morris Boulevard
Daytona Beach, Florida 32114

DATE: _____

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

Compliance Officer-Jackson
Office of Federal Contract
Compliance Programs

DATE: 09/23/22

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

for Katie Course
Assistant District Director-Jackson
Office of Federal Contract Compliance
Programs

DATE: 09/23/22

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

Christopher D. Williams
District Director-Birmingham
Office of Federal Contract
Compliance Programs