

Conciliation Agreement
Between the
U.S. Department of Labor Office of Federal Contract Compliance Programs
And
Bates Trucking and Trash Removal, Inc.

I. Preliminary Statement

The Office of Federal Contract Compliance Programs (OFCCP) evaluated the Bates Trucking and Trash Removal, Inc. (Bates) establishment located at 4305 48th Street, Bladensburg, MD 20710-1107 beginning on August 14, 2020. OFCCP found that Bates failed to comply with Executive Order 11246, as amended (E.O. 11246 or the Executive Order), Section 503 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 793 (Section 503), and 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 Parts 60-1, 60-300 and 60-741.

OFCCP notified Bates of the specific violations and the corrective actions required in a Notice of Violation (NOV) issued on November 2, 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 Bates 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 Bates'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 Bates 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 Bates'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. Bates 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 Bates 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. Bates 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 will 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 Director of Regional Operations (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 Bates submits its final progress report required in Section IV, below, unless OFCCP notifies Bates in writing before the expiration date that Bates 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 Bates has met all of its obligations under the Agreement.
10. If Bates 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 Bates a written notice stating the alleged violation(s) and summarizing any supporting evidence.
 - ii. Bates 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 Bates 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 Bates, 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. Bates 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. Bates 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.

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 OFCCP.
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:** Bates failed to preserve its AAP and documentation of good faith effort for the immediately preceding AAP year, as required by 41 CFR 60-1.12(b).

REMEDY: Bates will preserve its AAP and documentation of good faith effort for the immediately preceding AAP year, as required by 41 CFR 60-1.12(b).

2. **VIOLATION:** During the period January 1, 2019 through June 30, 2020, Bates failed to maintain and/or have available records showing the gender, race, and ethnicity of each employee; and where possible, the gender, race, and ethnicity of each applicant or Internet Applicant as defined in 41 CFR 60-1.3, as required by 41 CFR 60-1.12(c).

REMEDY: Bates will maintain and/or have available records showing the gender, race, and ethnicity of each employee; and where possible, the gender, race, and ethnicity of each applicant or Internet Applicant as defined in 41 CFR 60-1.3, as required by 41 CFR 60-1.12(c).

3. **VIOLATION:** Bates failed to submit an acceptable organizational profile as described in 41 CFR 60-2.11(c)(4). Specifically, the workforce analysis failed to include, for each job title, the total number of male and female incumbents in each of the following groups: Blacks, Hispanics, Asian/Pacific Islanders, and American Indian/Alaskan Natives and failed to include the wage rate or salary range for each job title.

REMEDY: Bates will develop and include in the AAP an organizational profile that depicts the staffing patterns within its establishment, as required by 41 CFR 60-2.11(c)(4). Specifically, if Bates uses a workforce analysis it must include, for each job title, the total number of male and female incumbents in each of the following groups: Blacks, Hispanics,

Asian/Pacific Islanders, and American Indian/Alaskan Natives and the wage rate or salary range for each job title.

4. **VIOLATION:** Bates failed to submit an acceptable job group analysis as described in 41 CFR 60-2.12(b)-(d). Specifically, the job group analysis failed to combine job titles with similar content, wage rates, and opportunities; failed to include a list of job titles that comprise each job group; and failed to identify the actual location of jobs that are located at another establishment.

REMEDY: Bates will develop and include in the AAP a job group analysis that combines job titles at the establishment with similar content, opportunities, and wage rates; a list of job titles that comprise each job group; and the actual location of jobs that are located at another establishment as required by 41 CFR and 60-2.12(b)-(d).

5. **VIOLATION:** Bates' AAP failed to separately state the percentage of minorities and the percentage of women it employs in each job group established, as required by 41 CFR 60-2.13, pursuant to 41 CFR 60-2.12.

REMEDY: Bates will include in the AAP the percentage of minorities and the percentage of women it employs in each job group established, as required by 41 CFR 60-2.13, pursuant to 41 CFR 60-2.12.

6. **VIOLATION:** Bates failed to determine minority and female availability in accordance with 41 CFR 60-2.14. Specifically, Bates failed to separately determine the availability of minorities and women for each job group.

REMEDY: Bates will determine minority and female availability in accordance with 60-2.14. Specifically, Bates must separately determine the availability of minorities and women for each job group; consider at least the following factors when determining availability: the percentage of minorities or women with requisite skills in the reasonable recruitment area; the percentage of minorities or women among those promotable, transferable, and trainable within Bates workforce; use the most current and discrete statistical information available to derive availability figures; draw its reasonable recruitment areas in such a way as to not exclude minorities and women; identify the reasonable recruitment area for each job group, with a brief explanation of the rationale for selection of that recruitment area; define the pool of promotable, transferrable, and trainable employees in such a way as to not exclude minorities or women; identify the pool of promotable, transferable, and trainable employees for each job group, with a brief explanation of the rationale for selection of that pool; calculate a composite availability figure for each job group composed of job titles with different availability figures, as required by 41 CFR 60-2.14.

7. **VIOLATION:** Bates failed to compare the percentage of minorities and women in each job group with the minority and female availability for those job groups, as required by 41 CFR 60-2.15.

REMEDY: Bates will include in the AAP the comparison of minority and female

incumbency in each job group with the minority and female availability for those job groups, as required by 41 CFR 60-2.15.

8. **VIOLATION:** Bates failed to establish minority and/or female placement goals, as required by 41 CFR 60-2.16. Specifically, Bates failed to establish a percentage annual placement goal at least equal to the availability figure derived for women/minorities in all of its job group, as required by 41 CFR 60-2.16(c).

REMEDY: Bates will establish and include in the AAP minority and female placement goals, as required by 41 CFR 60-2.10(b)(1)(vi) and 60-2.16.

9. **VIOLATION:** Bates failed to identify problem areas in its employment process that create impediments to equal employment opportunity in accordance with the requirements of CFR 60-2.17(b) and failed to develop and implement an internal audit and reporting system that periodically measures the effectiveness of its total affirmative action program, as required by 41 CFR 60-2.17(d).

REMEDY: Bates will perform in-depth analyses of its total employment process to determine whether and where impediments to equal employment opportunity exists, as required by 41 CFR 60-2.17(b) and will develop and implement an internal audit and reporting system that periodically measures the effectiveness of its total affirmative action program, as required by 41 CFR 60-2.17(d).

10. **VIOLATION:** During the period January 1, 2019 through June 30, 2020, Bates 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: Bates 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 Bates, as required by 41 CFR 60-300.5(a)2-6. With its initial listing, and as subsequently needed to update the information, Bates must 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)4. Should any of the information in the disclosures change since it was last reported to the ESDS, Bates shall provide updated information simultaneously with its next job listing.

11. **VIOLATION:** During the period January 1, 2019 through June 30, 2020, Bates failed to invite applicants to inform it whether the applicant believes that he or she is a veteran protected by VEVRAA in violation of 41 CFR 60-300.42.

REMEDY: Bates shall invite applicants to inform it whether the applicant believes that he

or she is a veteran protected by VEVRAA, as required by 41 CFR 60-300.42. More specifically, Bates shall invite applicants for employment, prior to an offer of employment, to voluntarily identify as a protected veteran. Additionally, Bates shall invite applicants for employment, after an offer of employment but before applicants begin their job duties, to voluntarily inform it whether the applicant believes that he or she is a protected veteran. Bates may invite the applicant to also indicate if he or she belongs to one or more of the specific categories of protected veterans, as defined by 41 CFR 60-300.2(q). All invitations to self-identify as a protected veteran must comply with the requirements of 41 CFR 60-300.42(c). Bates must keep all self-identification information confidential and maintain it in a separate data analysis file, rather than in its personnel or medical files, in accordance with 41 CFR 60-300.42(e).

12. **VIOLATION:** During the period January 1, 2019 through June 30, 2020, Bates failed to undertake appropriate outreach and positive recruitment activities that were reasonably designed to effectively recruit qualified protected veterans, in violation of 41 CFR 60-300.44(f)(1)(i). Specifically, Bates did not engage in outreach and recruitment activities designed to effectively recruit qualified protected veterans.

REMEDY: Bates 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).

13. **VIOLATION:** During the period January 1, 2019 through June 30, 2020, Bates failed to annually review the effectiveness of the outreach and recruitment efforts it took over the previous twelve months to identify and recruit qualified protected veterans, as required by 41 CFR 60-300.44(f)(3).

REMEDY: Bates 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). If Bates concludes that the totality of its efforts were not effective in identifying and recruiting qualified protected veterans, it shall identify and implement alternative efforts listed in 41 CFR 60-300.44(f)(1) or (f)(2).

14. **VIOLATION:** Bates VEVRAA AAP failed to include all required contents, per 41 CFR 60-300.44. Specifically, Bates' AAP failed to include the data collection analysis element described in 41 CFR 60-300.44(k).

REMEDY: Bates will include the data collection analysis element described in 41 CFR 60-300.44(k) in its VEVRAA AAP, as required by 41 CFR 60-300.44.

15. **VIOLATION:** During the period January 1, 2019 through June 30, 2020, Bates failed to established a hiring benchmark to measure its progress toward achieving equal employment opportunity for protected veterans, in violation of 41 CFR 60-300.45.

REMEDY: Bates will establish a hiring benchmark for each of its establishments, on an annual basis, using one of the two methods prescribed in 41 CFR 60-300.45(b). Bates must

document its hiring benchmark, and, if Bates sets its benchmark using the five-factor approach described in 41 CFR 60-300.45(b)(2), it must also document each factor that it considered in establishing its benchmark and the relative significance it accorded to each one. Bates must retain these records for three years, as required by 41 CFR 60-300.45(c).

16. **VIOLATION:** During the period January 1, 2019 through June 30, 2020, Bates failed to keep and preserve complete and accurate personnel and employment records, in violation of 41 CFR 60-300.80(a). Specifically, Bates failed to keep personnel or employment records specific to its VEVRAA obligations.

REMEDY: Bates will keep and preserve complete and accurate personnel and employment records, in accordance with 41 CFR 60-300.80(a), and will keep and preserve those records for a period of three years from the date of the making of the record, as required by 41 CFR 60-300.80(b).

17. **VIOLATION:** During the period January 1, 2019 through June 30, 2020, Bates failed to invite its employees and applicants for employment to voluntarily self-identify as an individual with a disability, using the OMB-approved form for this purpose, in violation of 41 CFR 60-741.42. Specifically, Bates failed to conduct the initial survey of its employees, failed to invite its applicants to self-id pre-offer and post-offer, and failed to use the approved form.

REMEDY: Bates shall invite both its applicants for employment, and its employees, to voluntarily self-identify as an individual with a disability, in accordance with 41 CFR 60-741.42. All invitations to self-identify must be made using the OMB-approved form for this purpose (available on the OFCCP website). More specifically, Bates shall invite each of its applicants for employment, prior to an offer of employment, to voluntarily inform it whether the applicant believes that he or she is an individual with a disability, as that term is defined in 41 CFR 60-741.2(g)(1)(i) or (ii). Bates shall also invite each of its applicants for employment, after an offer of employment has been made and before the applicant begins work, to voluntarily inform it whether the applicant believes that he or she is an individual with a disability. In addition, during the first year it is subject to this requirement, Bates shall invite each of its employees to voluntarily self-identify as an individual with a disability, and then extend this invitation again at five year intervals, thereafter. At least once during each interval, Bates shall remind its employees that they may voluntarily update their disability-related self-identification information at any time. Bates must keep all self-identification information confidential and maintain it in a separate data analysis file, rather than in its personnel or medical files, in accordance with 41 CFR 60-741.42(e).

18. **VIOLATION:** During the period January 1, 2019 through June 30, 2020, Bates failed to undertake appropriate outreach and positive recruitment activities that were reasonably designed to effectively recruit qualified individuals with disabilities, in violation of 41 CFR 60-741.44(f)(1)(i). Specifically, Bates did not engage in outreach and recruitment efforts reasonably designed to effectively recruit qualified individuals with disabilities.

REMEDY: Bates will undertake appropriate external outreach and positive recruitment activities that are reasonably designed to effectively recruit qualified individuals with

disabilities, such as those described at 41 CFR 60-741.44(f)(2), as required by 41 CFR 60-741.44(f)(1)(i).

19. **VIOLATION:** During the period January 1, 2019 through June 30, 2020, Bates failed to annually review the effectiveness of the outreach and recruitment efforts it took over the previous twelve months to identify and recruit qualified individuals with disabilities as required by 41 CFR 60-741.44(f)(3).

REMEDY: Bates 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). If Bates concludes that the totality of its efforts were not effective in identifying and recruiting qualified individuals with disabilities, it shall identify and implement alternative efforts listed in 41 CFR 60-741.44(f)(1) or (f)(2).

20. **VIOLATION:** Bates' Section 503 AAP failed to include all the required contents, as required by 41 CFR 60-741.44. Specifically, Bates AAP failed to include the data collection analysis element described in 41 CFR 60-741.44(k).

REMEDY: Bates will include the data collection analysis described in 41 CFR 60-741.44(k) in its Section 503 AAP, as required by 41 CFR 60-741.44.

21. **VIOLATION:** During the period January 1, 2019 through June 30, 2020, Bates failed to evaluate its utilization of individuals with disabilities using the goal established by OFCCP, in violation of 41 CFR 60-741.45. Specifically, Bates conducted no utilization analysis.

REMEDY: Bates will annually evaluate its utilization of individuals with disabilities using the 7 percent goal established by OFCCP, as required by 41 CFR 60-741.45. When conducting this utilization analysis, Bates must use the job groups established for utilization analyses required by Executive Order 11246, as required by 41 CFR 60-741.45(d)(2). However, if Bates has a total workforce of 100 or fewer employees, it may, instead, choose to measure the representation of individuals with disabilities in its workforce as a whole, using the 7 percent goal established by OFCCP, as permitted by 41 CFR 60-741.45(d)(2)(i). Should the percentage of individuals with disabilities in one or more job groups or in Bates workforce be less than the utilization goal, Bates must take steps, as required by 41 CFR 60-741.45(e), to determine whether and where impediments to equal employment exist, and must develop and execute action-oriented programs to correct any identified problems, as required by 41 CFR 60-741.45(f).

22. **VIOLATION:** During the period January 1, 2019 through June 30, 2020, Bates failed to keep and preserve complete and accurate personnel and employment records, in violation of 41 CFR 60-741.80. Specifically, Bates failed to keep personnel or employment records specific to Section 503 obligations.

REMEDY: Bates will keep and preserve complete and accurate personnel and employment records, in accordance with 41 CFR 60-741.80, and will keep and preserve those records for a period of three years from the date of the making of the record, as required by 41 CFR 60-741.80(b).

IV. Enhanced Compliance Provisions

1. **Consultant.** Within thirty (30) days of the Effective Date of this Agreement, Bates will retain a Human Resources Consultant ("Consultant") for the purpose of evaluating the policies and procedures related to its total employment process and assist Bates in ensuring compliance with E.O. 11246, Section 503, as and VEVRAA. The Consultant will have the relevant educational background and substantial experience in developing and implementing Affirmative Action Programs for the federal contractor community.
2. **Proposal.** Within sixty (60) days after the Effective Date of this Agreement, the Consultant will submit to Bates and OFCCP a proposal that describes the methodology to be used in the evaluation. The proposal will estimate the time necessary to conduct a comprehensive evaluation of Bates' Equal Opportunity practices and policies and write a report containing the Consultant's findings and recommendations. The evaluation and recommendations will cover the following areas:
 - a. Procedures to recruit, screen, interview, select, reject and hire applicants without regard to sex, sexual orientation, gender identity, race/ethnicity, color, national origin and religion in compliance with Executive Order 11246.
 - b. Procedures to limit subjectivity and implicit bias in the hiring process, including identifying objective qualifications and criteria to be used to select and/or eliminate from further consideration persons expressing an interest in employment at each step of the hiring process (*i.e.*, application screen, interview, post-offer screen, etc.).
 - c. Procedures to ensure that persons expressing an interest in employment are tracked and dispositions are documented consistently at each step in the hiring process.
 - d. Procedures to ensure that each step of the total selection process is analyzed and that information on individual components of the process are collected, maintained and available.
 - e. Procedures to ensure that adverse impact analyses are conducted in accordance with 41 CFR Part 60-3, including evaluation of the individual components and qualifications if statistical disparities exist.
 - f. Evaluation of recruitment efforts (methods and sources) for qualified individuals with disabilities and qualified protected veterans.
 - g. Procedures to ensure that documents are retained in accordance with 41 CFR 60-1.12, 60-3, 60-300.80, and 60-741.80.
 - h. Procedures to train all employees involved recruiting, selecting or tracking applicants.
3. **Report.** Within thirty (30) days of the conclusion of the Consultant's evaluation, the Consultant will submit a report to OFCCP to include the following:

- a. A description of the evaluation conducted.
- b. A summary of the Consultants findings regarding Bates' current policies and practices.
- c. The Consultant's findings and recommendations regarding each of the items set forth in Paragraph 2 above, as well as any other items included in the Consultant's proposal.
- d. Any additional recommended actions or revisions to Bates' policies, practices, and procedures to ensure equal opportunity and affirmative action.

Upon receipt of the report, Bates and OFCCP will negotiate in good faith any amendments to the recommendations outlined.

4. **Modifications to Employment Practices and Policies.** Within one hundred twenty (120) days of OFCCP's acceptance of the Consultant's report, Bates agrees to implement all recommended actions and revised policies and practices detailed in the final report.
5. **Training.** Within twelve (12) months of the Effective Date of this Agreement, Bates will train all individuals involved in any way in recruiting, selecting or tracking applicants. This training will include a review of Bates equal employment opportunity obligations and recordkeeping requirements. Within in ten (10) days of completing the training, Bates will provide OFCCP with documentation to confirm that the training was completed.

V. OFCCP Monitoring Period

1. **Recordkeeping.** Bates 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. Bates will retain the records until this Agreement expires or for the time period consistent with regulatory requirements, whichever is later.
2. **Bates Reports.** Bates agrees to furnish OFCCP with the following reports during the Monitoring Period. Each report will contain the documentation specified according to the dates scheduled:
 - a. Progress Report 1: Due on July 31, 2023, covering the period of January 1, 2023, through June 30, 2023.
 - b. Progress Report 2: Due on January 31, 2024, covering the period of July 1, 2023, through December 31, 2023.

Each report shall contain the following:

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- i. Documentation of Bates good faith effort for the immediately preceding AAP year, as required by 41 CFR 60-1.12(b);
- ii. An applicant flow log by job group that captures each applicant's name, race, ethnicity (Hispanic or non-Hispanic), gender, veteran status and disability status (if disclosed), referral source, job applied for, application date, and if applicable, interview status, interview date, hire date, job title hired into, starting salary, and/or other disposition. For all applicants not selected, identify the reason for non-selection. The applicant flow log will also identify the pass/fail stage in the selection process for each applicant;
- iii. A new hire log by job group, identifying name, race, ethnicity (Hispanic or non-Hispanic), gender, veteran status and disability status (if disclosed), title, starting salary, and date of hire;
- iv. Documentation showing that Bates has developed and included in the AAP an organizational profile that depicts the staffing patterns within its establishment, as required by 41 CFR 60-2.10(b)(1)(i) and 60-2;
- v. Documentation showing that Bates has developed and included in the AAP a job group analysis that combines job titles at the establishment with similar content, opportunities, and wage rates, as required by 41 CFR 60-2.10(b)(1)(ii) and 60-2.12;
- vi. Documentation showing that Bates AAP included the percentage of minorities and the percentage of women it employs in each job group established pursuant to 41 CFR 60-2.12, as required by 41 CFR 60-2.10(b)(1)(iii) and 60-2.13;
- vii. Documentation showing that Bates determined minority and female availability in accordance with 60-2.14;
- viii. Documentation showing that Bates developed and included in the AAP the comparison of minority and female incumbency in each job group with the minority and female availability for those job groups, as required by 41 CFR 60-2.10(b)(1)(v) and 60-2.15;
- ix. Documentation showing that Bates established and included in the AAP minority and female placement goals, as required by 41 CFR 60-2.10(b) (1) (vi) and 60-2.16;
- x. Documentation to confirm that Bates completed an in-depth analyses of its total employment process to determine whether and where impediments to equal employment opportunity exists, as required by 41 CFR 60-2.17(b) implemented an internal audit and reporting system that periodically measures the effectiveness of its total affirmative action program, as required by 41 CFR 60-2.17(d).

VEVRAA

- i. Documentation showing that Bates listed all job openings with the appropriate employment service delivery service (ESDS) where the opening occurred. Bates 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 Bates. For referrals hired from the state employment service, please include the job title and salary or hourly rate of pay;
- ii. Documentation showing that Bates has invited applicants to inform it whether the applicant believes that he or she is a veteran protected by VEVRAA, as required by 41 CFR 60-300.42. Bates will also submit a copy or screen capture of its voluntary self-identification form;
- iii. Documentation showing that Bates undertook appropriate external outreach and positive recruitment activities that are reasonably designed to effectively recruit protected veterans and conducted an assessment of its efforts. Bates should note that 41 CFR 60-300.44(f)(2) list examples of several resources that may aid contractors in effectively recruiting and employing qualified protected veterans;
- iv. Documentation that Bates annually reviewed its outreach and recruitment activities, assess their effectiveness, and document this review in accordance with 41 CFR 60-300.44(f)(3);
- v. Documentation showing Bates included the data collection analysis element described in 41 CFR 60-300.44(k) in its VEVRAA AAP, as required by 41 CFR 60-300.44;
- vi. A copy of Bates hiring benchmark for each of its establishments, on an annual basis, using one of the two methods prescribed in 41 CFR 60-300.45(b); and
- vii. Documentation showing Bates kept and preserved complete and accurate personnel and employment records, in accordance with 41 CFR 60-300.80(a), and will keep and preserve those records for a period of three years from the date of the making of the record, as required by 41 CFR 60-300.80(b).

SECTION 503

- i. Documentation showing that Bates invited job applicants and employees during the reporting period to voluntarily self-identify as an individual with a disability, using the OMB-approved form published on the OFCCP website, as required by the affirmative action obligations set forth in Subpart C of the regulations at 41 CFR 60-741.42. Bates will also submit a copy or screen capture of its voluntary self-identification form;
- ii. Documentation showing that Bates undertook appropriate outreach and positive recruitment activities reasonably designed to effectively recruit qualified individuals with disabilities as required by the regulations. Bates should note that 41 CFR 60-741.44(f)(2)

lists several types of resources that may be able to assist it in effectively recruiting and employing qualified individuals with disabilities;

- iii. Documentation that Bates annually reviewed its outreach and recruitment activities, assess their effectiveness, and document this review in accordance with 41 CFR 60-741.44(f)(3);
- iv. A copy of Bates data collection analysis described in 41 CFR 60-741.44(k) in its Section 503 AAP, as required by 41 CFR 60-741.44;
- v. A copy of Bates utilization analysis for individuals with disabilities; and
- vi. Documentation showing that Bates kept and preserved completed and accurate personnel and employment records, in accordance with 41 CFR 60-741.80, and will keep and preserve those records for a period of three years from the date of the making of the record, as required by 41 CFR 60-741.80(b).

Bates will submit reports to Assistant District Director Tanya R. Bennett, 2 Hopkins Plaza, Suite, 600 Baltimore, MD 21201 or to email addresses (b) (6), (b) (7)(C)@dol.gov and (b) (6), (b) (7)(C)@dol.gov. Bates 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 Bates provides in accordance with this Agreement are trade secrets, commercial, and/or financial in nature, and customarily kept private or closely held, and Bates believes should remain confidential under Exemption 4 of the Freedom of Information Act (FOIA) in the event of a FOIA request, Bates will provide such reports to OFCCP marked as "Confidential". In the event of a FOIA request, OFCCP will promptly notify Bates of the FOIA request and provide Bates 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 Bates' final progress report as set forth in Section II, Paragraph 9 above. If OFCCP fails to notify Bates in writing within sixty (60) days of the date of the final progress report that Bates 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 Bates within the allotted time that it has not fulfilled all of its obligations, this Agreement is automatically extended until the date that OFCCP determines Bates has met all of its obligations under the Agreement.

VI. SIGNATURES

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

This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and Bates Trucking and Trash Removal, Inc. located at 4305 48th Street, Bladensburg, MD 20710.

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

Mr. Bruce Bates
CEO
Bates Trucking and Trash Removal, Inc.

DATE: 11/21/2022

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

Brooke Senseng
Director of Regional Operations
Mid-Atlantic Regional Office

DATE: 11/22/2022

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

Tanya R. Bennett
Assistant District Director
OFCCP Baltimore District Office

DATE: 11/22/2022

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

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

Compliance Officer
OFCCP Baltimore District Office

DATE: 11/22/2022