

**Conciliation Agreement  
Between the  
U.S. Department of Labor Office of Federal Contract Compliance Programs  
And  
Waste Pro of Mississippi, Inc.  
2101 W SR 434, Suite 315  
Longwood, Florida 32779**

**PART I: General Provisions**

1. This Agreement is between the U.S. Department of Labor, Office of Federal Contract Compliance Programs ("OFCCP") and Waste Pro of Mississippi, Inc. 601 ("Waste Pro"), 4205 Beasley Road, Gautier, Mississippi 39553.
2. The violations identified in this Agreement were found during a compliance evaluation of Waste Pro which began on August 16, 2019 and a Notice of Violation that was issued on February 4, 2020. OFCCP alleges that Waste Pro has violated Executive Order 11246, as amended; and its implementing regulations at 41 CFR Chapter 60 due to the specific violations cited in Part II below.
3. This Agreement does not constitute an admission by Waste Pro of any violation of Executive Order 11246, as amended and its implementing regulations.
4. The provisions of this Agreement will become part of Waste Pro's Affirmative Action Plan (AAP). Subject to the performance by Waste Pro of all promises and representations contained herein and in its AAPs, all named violations in regard to the compliance of Waste Pro with all OFCCP programs will be deemed resolved. However, Waste Pro is advised that the commitments contained in this Agreement do not preclude future determinations of noncompliance based on a finding that the commitments are not sufficient to achieve compliance.
5. Waste Pro agrees that OFCCP may review compliance with this Agreement. As part of this review, OFCCP may require written reports, inspect the premises, interview witnesses, and examine and copy documents, as may be relevant to the matter under investigation and pertinent to Waste Pro's compliance. Waste Pro shall permit access to its premises during normal business hours for these purposes.
6. Nothing herein is intended to relieve Waste Pro from the obligation to comply with the requirements of Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, and/or the Vietnam Era Veterans Readjustment Assistance Act of 1974, as amended (38 U.S.C. 4212), their implementing regulations, or any other equal employment statute or executive order or its implementing regulations.
7. Waste Pro agrees that there will be no retaliation of any kind against any beneficiary of this Agreement or against any person who has provided information or assistance, or who files a complaint, or who participates in any manner in any proceedings under Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended,

and/or the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended (38 U.S.C. 4212).

8. If at any time in the future, OFCCP believes that Waste Pro has violated any portion of this Agreement during the term of this Agreement, Waste Pro will be promptly notified of that fact in writing. This notification will include a statement of the facts and circumstances relied upon in forming that belief. In addition, the notification will provide Waste Pro with 15 calendar days from receipt of the notification to respond in writing, except where OFCCP alleges that such a delay would result in irreparable injury.

Enforcement proceedings for violation of this Agreement may be initiated at any time after the 15-day period has elapsed or sooner, if irreparable injury is alleged, without issuing a Show Cause Notice.

Where OFCCP believes that Waste Pro has violated this Conciliation Agreement, OFCCP may seek enforcement of this Agreement itself and shall not be required to present proof of the underlying violations resolved by this Agreement.

Liability for violation of this Agreement may subject Waste Pro to sanctions set forth in Section 209 of the Executive Order.

## **PART II: Specific Provisions**

1. **VIOLATION:** During the period of August 1, 2018 through July 31, 2019, Waste Pro failed to preserve personnel and employment records for a period of not less than two years from the date of: (a) the making of the record; or (b) the personnel action involved, whichever occurred later. Specifically, Waste Pro failed to preserve complete and accurate records of its selection procedures pertaining to 236 applicants who were rejected due to contractor's disposition "RS Not Selected" in violation of 41 CFR § 60-1.12(a).

**REMEDY:** Waste Pro will preserve all personnel or employment records it makes or keeps in either electronic or hard copy format for all job groups, including but not limited to all expressions of interest through the internet or related electronic data technologies, records related to internal and/or external databases, physical and online applications, testing materials, and interview records, for a period of not less than two years from the date of the making of the record or the personnel action involved, whichever occurs later. Waste Pro will provide copies of all records on applicants (applications, interview and selection documents and notes, etc.) and employment records to OFCCP upon request. Where a compliance evaluation has been initiated by OFCCP, Waste Pro will preserve all employment and personnel records until OFCCP makes a final disposition in the matter, even if such preservation is beyond the two-year period.

2. **VIOLATION:** During the period of August 1, 2018 through July 31, 2019, Waste Pro failed to execute action oriented programs designed to correct any problem areas identified pursuant to 41 CFR 60-2.17(b) and designed to attain established goals and objectives. Specifically, Waste Pro failed to make good faith effort to meet its established goal for females

in job group 8A Laborer for which underutilization was identified and a goal was set and to audit their results. (41 CFR 60-2.17(c) and (d)).

**REMEDY:** Waste Pro will execute action-oriented programs designed to correct all problem areas identified and to attain established goals and objectives. Waste Pro will demonstrate that it has made good faith efforts to remove identified barriers, expand employment opportunities for qualified women. Waste Pro will preserve all documentation it makes or keeps in either electronic or hard copy format to audit the progress of Waste Pro's AAP and to demonstrate Waste Pro's good faith efforts. Waste Pro will incorporate these analyses and determinations into Waste Pro's current AAP. Waste Pro will update these action-oriented programs annually and incorporate them into Waste Pro's future AAP.

Waste Pro shall, at minimum, contact the following sources to aid in the execution of its action-oriented programs designed to correct all problem areas identified and to attain established goals and objectives:

**Harrison County WIN Job Center**

10162 S. Park Drive (P.O. Box 2849), Gulfport MS 39503  
Robin Beebe, Office Manager  
Telephone: (228) 897-6900; Email: [Ex \(7\)\(C\)@mdes.ms.gov](mailto:Ex (7)(C)@mdes.ms.gov)

**Pascagoula WIN Job Center**

1604 Denny Ave, Pascagoula, MS 39567  
Ms. Devin Busby, Office Manager  
Telephone: (228) 712-3037  
Email: [Ex \(7\)\(C\)@mdes.ms.gov](mailto:Ex (7)(C)@mdes.ms.gov)

**Moore Community House-Women in Construction**

684 Walker St., Biloxi, MS 39530  
Ruth Mazara, Interim Director  
Telephone: (228) 207-5265; Email: [www.moorecommunityhouse.org/winc](http://www.moorecommunityhouse.org/winc)

**Gulf Coast Community College 2226 Switzer Road, Gulfport MS 39507**

Beverly Clark, Workforce Development  
Telephone: (228) 896-3355; Email: [Ex \(7\)\(C\)@mgccc.edu](mailto:Ex (7)(C)@mgccc.edu)

**Gulfport Job Corps Center, 3300 20th St, Gulfport, MS 39501**

Darlene Walls, Program Director  
Phone: 228-870-7241; Email: [Ex \(7\)\(C\)@jobcorps.org](mailto:Ex (7)(C)@jobcorps.org)

**Bishop State Community College, 351 North Broad Street, Mobile, AL 36603**

A. J. Greggs, Workforce Development Specialist  
Telephone: (251) 405-7082; Office Fax: (251) 690-6816; Email: [Ex \(7\)\(C\)@bishop.edu](mailto:Ex (7)(C)@bishop.edu)

### Part III: Reporting

1. Waste Pro agrees to retain records pertinent to the violations cited in Part II above, and to the reports submitted in compliance with Paragraph 2, below. These records shall include data and information underlying the required reports, specifically, but not limited to, all applications and personnel records. The records will be retained until the expiration of this Agreement or consistent with regulatory requirements, whichever is later.
2. Waste Pro will submit **two reports** as stated below to the following:

United States Department of Labor  
Office of Federal Contract Compliance Programs  
**Ex (7)(C), Ex (7)(E)**, Compliance Officer - Jackson  
McCoy Federal Building  
100 West Capitol Street, Suite 762  
Jackson, Mississippi 39269

The **first report** shall be due on August 31, 2020 and shall cover the period February 01, 2020 through July 31, 2020.

The **second report** shall be due on January 31, 2021 and shall cover the period August 01, 2020 through December 31, 2020. The report shall consist of the following:

#### Pursuant to Remedy 1:

- A. Within 90 days of this Agreement going into effect, Waste Pro will develop hiring policies and procedures along with written confirmation that Waste Pro is ensuring its managers are properly documenting the results of hiring decisions made pursuant to developed hiring policies and procedures.
- B. Within 90 calendar days of this Agreement going into effect, Waste Pro will submit a copy of conducting training on its hiring procedures and practices and proof showing who took the training.
- C. Data on Waste Pro's employment activity for the each job group or job title, for the period covered by the progress report, to include the following: Total number of applicants, to include the number of African-American/Black, Asian/Pacific Islander, Hispanic, American Indian/Alaskan Native, White, and the number of female and male applicants from each job group. For each job group or job title applicants for whom race and/or sex is not known, should be included in the data submitted;
  1. Applicant log inclusive of the following on each individual considered for employment: Applicant name, race, ethnicity, date applied, job applied for, job group and disposition (if hired-hired date, job and job group) (if not hired, specific reason(s) for non-selection) and location; and
  2. Hire log inclusive of the following on each hire: Employee name, race, ethnicity, hire position and hire job group and hire location

**Pursuant to Remedy 2**

- A. Written notification to current and established female sources of employment opportunities and responses received.

**TERMINATION DATE:** This Agreement will expire 90 days after OFCCP receives the reports required in Part III above or on the date that the District Director gives notice to Waste Pro that has satisfied its reporting requirements, whichever occurs earlier, unless OFCCP notifies Waste Pro in writing prior to the end of the 90-day period that Waste Pro has not satisfied its reporting requirements pursuant to this Agreement.

**INTEGRATION CLAUSE:** This Agreement represents the full Agreement between Waste Pro and OFCCP and this Agreement supersedes any other agreements, oral or written. In signing this Agreement, neither Waste Pro nor OFCCP relies upon any promise, representation of fact or law, or other inducement that is not expressed in this Agreement. This Agreement may be modified only by written agreement of the Parties affected and may not be modified by any oral agreement.

**PART IV: Signatures**

The person signing this Conciliation Agreement on behalf of Waste Pro of Mississippi, Inc. 601 personally warrants that he is fully authorized to do so, and that Waste Pro of Mississippi, Inc. 601 has entered into this Conciliation Agreement voluntarily and with full knowledge of the effect thereof and that execution of this Agreement is fully binding on Waste Pro of MS. Inc. 601. This Conciliation Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and Waste Pro of Mississippi, Inc. 601

**Ex (6), Ex (7)(C)**

**John J. Jennings**  
President  
Waste Pro USA, Inc.  
2101 W SR 434, Suite 315  
Longwood, Florida 32779

DATE: February 28, 2020

**Ex (6), Ex (7)(C)**

**Katie C. Course**  
Assistant District Director - Jackson  
Office of Federal Contract Compliance  
Programs

DATE: March 02, 2020

**Ex (6), Ex (7)(C)**

**Ex (7)(C), Ex (7)(E)**  
Compliance Officer - Birmingham  
Office of Federal Contract Compliance  
Programs

DATE: March 02, 2020

**Ex (6), Ex (7)(C)**

**Alvin Q. Mitchell**  
District Director - Birmingham  
Office of Federal Contract Compliance  
Programs

DATE: March 02, 2020