

CONCILIATION AGREEMENT

Between
THE U. S. DEPARTMENT OF LABOR
OFFICE OF FEDERAL CONTRACT COMPLIANCE PROGRAMS
And
WASTE CONNECTIONS OF MISSOURI, INC.
F/K/A PROGRESSIVE WASTE SOLUTIONS OF MO, INC.
196 NW INDUSTRIAL CT.
BRIDGETON, MISSOURI 63044

PART I. PRELIMINARY STATEMENT

The Office of Federal Contract Compliance Programs ("OFCCP") evaluated Progressive Waste Solutions of MO, Inc., located at 196 NW Industrial Ct., Bridgeton, Missouri, which, following a merger between its parent corporation and Waste Connections, Inc., became known as Waste Connections of Missouri, Inc. (hereinafter the "Contractor"). OFCCP found that the Contractor was not in compliance with the 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 implementing regulations at 41 C.F.R. Section(s) 60-1, 60-2, 60-3, 60-300, and/or 60-741.¹ OFCCP notified Contractor of the specific violations found and the corrective actions required in a Notice of Violations issued on May 15, 2017. In the interest of resolving the violations without engaging in further legal proceedings and in exchange for the good and valuable consideration described in this document, OFCCP and Contractor enter into this contract ("Conciliation Agreement" or "Agreement") and agree to all the terms stated below,

PART II. GENERAL TERMS AND CONDITIONS

1. In exchange for Contractor's fulfillment of all obligations in Parts III and IV of the Agreement, OFCCP agrees not to institute administrative or judicial enforcement proceedings under E.O. 11246, Section 503, and/or VEVRAA based on the violations described in more detail in Part III below. However, OFCCP has the right to initiate legal proceedings to enforce the Agreement itself or to correct and obtain relief for the violations described in Part III if the Contractor violates this Agreement. Nothing in this Agreement

¹ All allegations of any violations in this Agreement concern conduct by Progressive Waste Solutions of MO, Inc. during the period of June 1, 2013 through May 31, 2014. Waste Connections, Inc. merged with the parent company of Progressive Waste Solutions of MO, Inc. in June 2016, well after this time period; and in or around June 2018, Progressive Waste Solutions of MO, Inc.'s name was changed to Waste Connections of Missouri, Inc. OFCCP does not allege that Waste Connections, Inc. or Waste Connections of Missouri, Inc. violated any regulation, law or anything else. However, Waste Connections of Missouri, Inc., as current employing entity at the subject establishment, has voluntarily agreed to remedy the alleged violations of its predecessor, then known as Progressive Waste Solutions of MO, Inc.

precludes OFCCP from initiating enforcement proceedings based on future compliance evaluations or complaint investigations.

2. The Contractor agrees that OFCCP may review its compliance with this Agreement at 196 NW Industrial Ct., Bridgeton, Missouri. As part of such review, OFCCP may require written reports, inspect the premises, interview witnesses, and examine and copy documents. The Contractor will permit access to its premises upon reasonable notice for these purposes and will provide OFCCP with all reports and documents requested.
3. The Contractor understands that nothing in this Agreement relieves the Contractor of its obligation to fully comply with the requirements of E.O. 11246, Section 503, VEVRAA, their implementing regulations, and other applicable equal employment laws.
4. The Contractor promises not to harass, intimidate, threaten, discriminate, or otherwise retaliate against any individual because the individual: benefits from this Agreement, files a complaint or participates in any investigation or proceeding under E.O. 11246, Section 503, and/or VEVRAA, or engages in any activity listed at 41 C.F.R. § 60-1.32(a).
5. The parties understand the terms of this Agreement and enter into it voluntarily.
6. This document and its attachments contain the complete and final understanding of the parties with respect to the matters referenced herein. This Agreement contains all terms by which the parties are bound and it supersedes all prior written or oral negotiations and agreements. There will be no modifications or amendments to this Agreement unless they are in writing, signed by all parties.
7. If one or more provisions of this Agreement are rendered unlawful or unenforceable, the remaining provisions will remain in full force and effect.
8. This Agreement becomes effective on the day it is signed by the Regional Director of the Midwest Region (the "Effective Date") unless the Director of OFCCP indicates otherwise within 45 calendar days of the date the Regional Director signs the Agreement.
9. In computing any time period specified in this Agreement, every calendar day shall be counted unless otherwise specified herein.
10. This Agreement will expire sixty (60) days after the Contractor submits the final progress report required in Part IV, below, unless OFCCP notifies Contractor in writing prior to the expiration date that Contractor has not fulfilled all of its obligations under the Agreement, in which case the Agreement is automatically extended until the date that OFCCP determines Contractor has met all of its obligations under the Agreement.
11. If Contractor violates this Conciliation Agreement,

A. The procedures set forth at 41 C.F.R. § 60-1.34 will govern:

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- 1) If OFCCP believes that Contractor violated any term of the Agreement while it was in effect, OFCCP will send Contractor notice stating the alleged violations and summarizing any supporting evidence.
- 2) Contractor will have 15 days from receipt of such notice to demonstrate in writing that it has not violated the Conciliation Agreement, unless such a delay would result in irreparable injury to the employment rights of affected employees or applicants.
- 3) If Contractor 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.
- 4) OFCCP may seek enforcement of this Agreement itself and is not required to present proof of any underlying violations resolved by this Agreement.

B. The Contractor may be subject to the sanctions set forth in Section 209 of the Executive Order, 41 C.F.R. § 60-741.66, or 41 C.F.R. § 60-300.66 and/or other appropriate relief for violation of this Agreement.

12. This Agreement does not constitute an admission by the Contractor of any violation of E.O. 11246, Section 503, VEVRAA, or other laws, nor has there been an adjudicated finding that the Contractor violated any laws.

PART III. SPECIFIC ALLEGED VIOLATIONS AND REMEDIES

1. ALLEGED HIRING DISCRIMINATION

A. STATEMENT OF ALLEGED VIOLATION

OFCCP determined that Contractor was not in compliance with the nondiscrimination requirements of the equal opportunity clause of E.O. 11246 § 202 and 41 C.F.R. § 60-1.4(a) (1). OFCCP's analysis of Contractor's hiring process and selection procedures revealed that during the period of June 1, 2013 through May 31, 2014 ("review period"), Contractor discriminated against 42 Black applicants for Driver positions based on race. OFCCP also found that there was a statistically significant disparity in the hiring of Drivers based on race.

Specifically, OFCCP's analysis of the applicant and hiring data demonstrates that Contractor's selection process had an adverse impact on the hiring of Black applicants for Driver positions. Of [REDACTED] qualified Black applicants, [REDACTED] or [REDACTED] were hired, whereas of [REDACTED] qualified White applicants, [REDACTED] or [REDACTED] were hired to the Drivers job title. This resulted in a hiring shortfall of nine (9) Blacks and a disparity that was statistically significant at [REDACTED] standard deviations.

OFCCP requested data from Contractor for each step in the selection process, to include copies of all documents (applications, interview notes, telephone reference check sheets, documentation for disposition codes), used in the selection process. Although required by 41 CFR § 60-1.12(a), Contractor did not maintain complete documentation or information on applicants at each step in the employment process.

- B. REMEDY FOR AFFECTED CLASS. In order to remedy the above violations alleged against Contractor, Contractor agrees to: (a) make all reasonable efforts to locate all 42 Class Members and provide all located Class Members with a make whole remedy, including back pay with interest; (b) make job offers to qualified Eligible Class Members (as defined later in this Agreement) in the open Commercial Driver's License ("CDL") Driver positions at the current rate of pay until one of the following has occurred: nine (9) Eligible Class Members are placed, the Eligible Class Member list is exhausted, or the reporting period described in this Agreement in Part IV (June 1, 2018 through May 31, 2019) has ended without a need for nine (9) Driver hires; (c) prevent retaliation, harassment, and any other form of reprisal or adverse action to Class Members based on or in relation to the terms of this remedy; (d) review current selection processes and eliminate any practices that may have adversely contributed to the alleged selection disparities; (e) develop procedures to review at least annually, the selection process for ensuring nondiscrimination, if not already in existence; and (f) take action to assure that this alleged violation does not occur in the future.

1. Notice. Within 75 calendar days after the Effective Date of this Agreement, Contractor will notify the Class Members listed in Attachment A (the "Class Members") of the terms of this Agreement by First Class Mail. The Contractor will provide OFCCP with the last known addresses on file for each Class Member. OFCCP shall research those addresses and provide Contractor with updated addresses and contact information, as applicable. Contractor shall then include the following in the mailing to the Class Members: Notice to Class Members (Attachment B, hereinafter "Notice"); Interest Form (Attachment C), Release of Claims under Executive Order 11246 Form (Attachment D, hereinafter "Release"), and postage paid return envelope.

Each Class Member (or her/his legal representative in the event she/he is deceased) shall be instructed to respond within 180 calendar days of the Effective Date of the Agreement. Forty (40) days after the first notice is sent, Contractor will provide OFCCP with a list of (a) the Class Members who have responded to the Notice, (b) the Class Members who have not yet responded to the Notice, and (c) any returned mailings or documentation from the postal service, such as undeliverable mail and/or forwarding addresses.

The Class Members list Contractor provides to OFCCP will be in Microsoft Excel format and will list all the Class Members by First Name, Middle Initial, Last Name,

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Address, City Zip Code, Phone Number, and Social Security Number, located/not located, deliverable/undeliverable, completed all required forms (Yes/No), forwarded address (if applicable), and, if different, the Social Security Number of record, with each item in a separate column. With this report, Contractor will specify any deficiencies and attach an electronic copy of the incomplete paperwork. This report shall be sent to the attention of Compliance Officer (b) (6), (b) (7)(E) via email at (b) (6), (b) (7)(E) @dol.gov.

OFCCP will then attempt to obtain and provide updated addresses to Contractor via email in Microsoft Excel within 30 days of receipt of these lists. Within 15 days of receipt of the new addresses, Contractor will mail a second Notice, Interest Form, Release, and postage-paid return envelope to all individuals for whom updated addresses were provided by the OFCCP.

2. Eligibility. The total number of Class Members to receive payment and/or future employment consideration shall consist of those individuals who responded to the first or second mailing and returned signed copies of the Interest Form and unaltered Release postmarked within 180 calendar days of the Effective Date of the Agreement and shall be referred to in this Agreement as an "Eligible Class Member." Any Eligible Class Member indicating an interest in employment will be eligible to be considered for hire for an open CDL Driver position if they meet the basic qualifications of the position and successfully pass Contractor's standard screenings for CDL Driver positions, as detailed more fully below. Any Class Members listed on Attachment A who did not respond within 180 calendar days of the Effective Date of the Agreement, shall not receive any portion of the Settlement Fund or a job offer under this Agreement.

Within 195 calendar days of the Effective Date of the Agreement, Contractor will provide OFCCP with a list of the Eligible Class Members (individuals who returned the Interest Form and unaltered Release by the postmark deadline). The second Class Member's list Contractor provides to OFCCP will be in Microsoft Excel format and list all the Class Members by First Name, Middle Initial, Last Name, Address, City Zip Code, Phone Number, and Social Security Number, located/not located, deliverable/undeliverable, completed all required forms (Yes/No), forwarded address (if applicable), and, if different, the Social Security Number of record, with each item in a separate column. With this report, Contractor will specify any deficiencies and attach an electronic copy of all incomplete paperwork not already submitted to OFCCP from the first mailing. This report shall be sent to the attention of Compliance Officer (b) (6), (b) (7)(E) via email at (b) (6), (b) (7)(E) @dol.gov. Within 210 calendar days of the Effective Date of the Agreement, OFCCP will approve the final list of Eligible Class Members. All Eligible Class Members who appear on the final list of Eligible Class Members approved by OFCCP are entitled to an equal share of the Settlement Fund described below regardless of whether they are interested in employment with Contractor.

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3. Monetary Settlement. In settlement of all claims for back pay, interest and other monetary relief to Eligible Class Members, Contractor agrees to pay \$246,386.40 (\$224,791.00 in back pay and \$21,595.40 in interest), less legally required payroll deductions (such as federal, state and/or local taxes and the Eligible Class Members' share of FICA taxes, garnishments), in equal shares among all Eligible Class Members on the final approved list. This amount of \$246,386.40 shall be referred to hereafter as the "Settlement Fund." The Settlement Fund is a negotiated amount that represents back pay and interest less interim earnings and takes into account the tenure of those persons hired into the Driver positions during the review period.

Contractor will pay the Internal Revenue Service ("IRS") the employer's share of Social Security withholdings and will mail each Eligible Class Member an IRS W-2 Form reporting the portion of the payment representing back pay and an IRS Form 1099 for the portion of the payment representing interest. The IRS forms will be mailed at the end of the year. Contractor will disburse the Settlement Fund within 30 calendar days after OFCCP approves the final list of Eligible Class Members.

For purposes of complying with this Agreement, within 60 days of the Effective Date of this Agreement, Contractor shall establish and deposit the sum of \$246,386.40 into a federally-insured interest-bearing account at the prevailing interest rate, for purposes of complying with this Agreement. Contractor shall notify OFCCP within five (5) calendar days that these actions are complete, and identify a person who can be contacted in order to obtain the account balance and interest information.

Contractor shall distribute the Settlement Fund (including any accrued interest) equally among the Eligible Class Members. This monetary relief is not contingent upon accepting any job offer. Within 240 calendar days of the Effective Date of the Agreement, Contractor shall send a check via certified mail to each Eligible Class Member representing each such person's pro rata share of the Settlement Fund, less legally required payroll deductions. After mailing the checks, Contractor will provide OFCCP with a Microsoft Excel report containing the address and certified mail tracking number for each Eligible Class Member or indicate if the check was directly deposited.

For any checks mailed by Contractor that are returned as undeliverable, Contractor shall notify OFCCP of this fact within 7 (seven) calendar days, via e-mail sent to (b) (6), (b) (7)(E), (b) (6), (b) (7)(E) @ol.gov. OFCCP will have 15 calendar days to attempt to locate the updated address information for the Eligible Class Member whose check was returned and, if OFCCP obtains an alternate address in the designated time period, OFCCP will provide the updated address information to Contractor and Contractor will arrange for the check to be re-mailed, by certified mail, within 15 calendar days of receiving the alternate or corrected address. Any checks that remain uncashed 90 days after issuance shall be void.

With respect to the uncashed funds, Contractor will arrange for a second distribution in equal shares to all Eligible Class Members who cashed their check, if the total amount of the undelivered checks would result in a gross payment of \$100.00 or more to each of those Eligible Class Members. The second distribution of uncashed funds will be mailed no later than 15 calendar days after the initial checks are void (if there is a need). If the amount remaining after the first distribution would result in a gross payment of less than \$100.00 to each Eligible Class Member or if there is any remainder after the second distribution, Contractor agrees to use the remainder to conduct internal EEO training or to support Diversity & Inclusion efforts such as hiring an EEO and/or Diversity & Inclusion subject matter expert to provide training to the HR population, or sponsorship and/or collaboration with community recruitment. Contractor will confirm to OFCCP how these funds will be used after distribution of the settlement. The Settlement Fund account will close 120 days after the second distribution of uncashed funds and any balance remaining in the Settlement Fund shall revert to Contractor to be used in accordance with this paragraph.

4. Employment. As CDL Driver positions become available during the effective dates of this agreement, Contractor will consider qualified Eligible Class Members who express an interest in employment with Contractor until nine (9) Eligible Class Members are hired as Drivers or until the list of Eligible Class Members expressing an interest in employment is exhausted, whichever occurs first. Any Eligible Class Member who expresses an interest in employment will be eligible for an open CDL Driver position, provided he/she fully completes: an employment application, is 18 years old, can read and speak the English language, is physically qualified to drive a commercial motor vehicle in accordance with DOT (Physical Qualifications and Examinations), has a current valid CDL, has successfully completed a driver's road test, and passes a drug test and background check.

These are the only job requirements that are to be used by the Contractor in determining qualifications for employment in the Driver position.

Within 195 calendar days of the Effective Date of the Agreement, Contractor shall establish a priority employment list for the Eligible Class Members listing individuals in the order of the date their Interest Forms and Release are received by Contractor ("Priority Employment List"). For those Eligible Class Members whose Interest Form and Release are received on the same date, the order of priority for that day shall be based on the date of the Eligible Class Members' first original employment application with Contractor (if known) and by alphabetical order based on the Eligible Class Members' last names if an original application date is not known. Contractor shall be given credit towards the shortfall of nine (9) for any Eligible Class Members whom Contractor previously hired at the facility into a Driver position from May 15, 2017 up to the Effective Date of the Agreement. Any person previously hired

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by Contractor, shall not be offered a job pursuant to this Agreement. Along with submission of the Priority Employment List, Contractor shall submit to OFCCP documentation of each Eligible Class Member hired prior to the Effective Date of this Agreement to include the previous hire date, job title and termination date, if applicable.

As CDL Driver positions become available, Contractor will use the Priority Employment List to identify the order in which job offers will be extended to qualified Eligible Class Members (not currently employed by Contractor or an affiliate) who have expressed an interest in employment with Contractor. Contractor shall attempt to contact the Eligible Class Member via the method identified by the Eligible Class Member on the Interest Form. The Eligible Class Member shall have five (5) calendar days to accept the offer. If the Eligible Class Member does not accept the offer within five (5) calendar days that Eligible Class Member shall no longer be eligible for employment by Contractor under this Agreement.

Eligible Class Members will be required to undergo Contractor's current and standard screenings (excludes interviews) for CDL Driver positions, including a drug screen, background check and verification of qualifications under DOT regulations, including the possession of a valid CDL. Any Eligible Class Member who is unable to successfully pass the screenings will not be hired by Contractor, and will no longer be considered eligible for an employment offer from Contractor under this Agreement.

Contractor shall continue to make offers of employment using the Priority Employment List until one of the following has occurred: nine (9) Black Eligible Class Members are placed, the Eligible Class Member list is exhausted, or the reporting period described in this Agreement in Part IV (June 1, 2018 through May 31, 2019) has ended without a need for nine (9) CDL Driver hires.

The Eligible Class Members hired into CDL Driver positions pursuant to this Agreement must be paid the current starting wage rate for the CDL Driver position at the time of hire and must be provided with the same benefits and opportunity to earn overtime and shift differentials as other CDL Driver new hires. In addition, all Eligible Class Members hired will receive retroactive seniority, starting five (5) days after the date of their initial application, as their hire date for job retention purposes.

Once hired, all Eligible Class Members will be subject to the same standards for attendance, performance, and job-bidding requirements as other employees at the facility. Contractor shall submit as part of its first and second progress reports to OFCCP the reasons for not hiring an Eligible Class Member on the Priority Employment List who received a job offer. Notwithstanding the procedures set forth in this section, if an Eligible Class Member applies for a Driver position and is hired after the Effective Date of this Agreement, but prior to the OFCCP's final approval of the

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Eligible Class Member list, that hiring decision will be credited against the Drivers' preferential hiring obligation.

The parties may modify any time frame set forth under paragraph B "Remedy for Affected Class" by mutual agreement.

- C. NON-MONETARY REMEDIES. Contractor will ensure all applicants are afforded equal employment opportunities. Contractor agrees to continue and/or to implement the corrective actions detailed below.
- 1) Eliminate Discriminatory Selection Procedures. Contractor agrees to comply with all OFCCP regulations concerning selection procedures, including 41 C.F.R. Part 60-3. Contractor will not use any selection procedure that has an adverse impact, as defined in 41 C.F.R. 3.4(D), on applicants of a particular race unless it properly validates the procedure pursuant to these regulations.
 - 2) Review and Revisions Required. Contractor will maintain, in writing, the practices, policies and procedures it uses to select applicants for Driver positions. Specifically, Contractor will:
 - a) maintain a selection process for the Driver position which describes the essential functions; the minimum qualifications including required skills and certifications; and the criteria used in each step of the hiring process, including any application screens, interviews, tests, credit checks, review of criminal history, reference checks, testing, or other selection procedures;
 - b) maintain specific, job-related qualification standards for the Driver job title that reflects the duties, functions, and competencies of the position to minimize the potential for race stereotyping or other unlawful discrimination;
 - c) ensure all policies and qualification standards are uniformly applied to all applicants; and
 - d) list clearly on its recruiting materials and job postings the minimum qualifications, including required skills and certifications.
 - 3) Recordkeeping and Retention. Contractor will maintain procedures to ensure that applicants are tracked and decisions are documented at each step in the hiring process. Contractor will maintain procedures to ensure that documents are retained in accordance with 41 C.F.R. 60-1.12(a) and Part 60-3.
 - 4) Training. Contractor commits to training all individuals at the Bridgeton facility involved in any way in recruiting, selecting or tracking applicants for Driver positions on the Hiring Process. Contractor will ensure that documents are retained in accordance with 41 C.F.R. § 60-1.12(a) and Part 60-3. Contractor will

meet with management and all individuals responsible for the selection process and review its equal employment obligations and nondiscrimination policies related to hiring. Specific attention will be directed to ensure that Black applicants, who benefit from the provisions of this Agreement, are not retaliated against.

- 5) Monitoring. Contractor agrees to monitor selection rates at each step of its selection process for Drivers. Where it is determined that a selection procedure has an adverse impact, as defined in 41 C.F.R. § 3.4(D), on the hiring of applicants of a particular race or gender, Contractor will eliminate the procedure, choose an alternative procedure, or validate the procedure in accordance with the Uniform Guidelines on Employee Selection Procedures ("UGESP") codified at 41 C.F.R. Part 60-3. Contractor agrees to maintain and make available to OFCCP records concerning the impact of the selection process for Driver positions at the Bridgeton facility. This includes the number of persons hired by race, the number of applicants who applied by race and the selection procedures utilized. This information will be maintained until the expiration of this Agreement or as long as required by the regulations, whichever is later.

2. VIOLATION – EXECUTIVE ORDER 11246 - RECORDKEEPING

STATEMENT OF VIOLATION. Contractor failed to preserve personnel and employment records for a period of not less than two years from the date of a) making the record or b) the personnel action involved, whichever occurred later in violation of 41 C.F.R. § 60-1.12(a). Specifically during this time, Contractor destroyed all paper applications of individuals not hired. Contractor also failed to maintain self-ID forms, interview notes and other records created for all applicants that were considered for vacancies in Driver positions. 41 C.F.R. § 60-1.12(a)(e).

REMEDY. Contractor must preserve all personnel and employment records it makes, in either electronic or hard copy format, 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 application, testing materials, interview records and notes, including email messages, for an action involved, whichever occurs later. Where a compliance evaluation has been initiated by OFCCP, Contractor will preserve all employment and personal records beyond the two-year period, if applicable, until OFCCP makes a final disposition in the matter.

3. VIOLATION – VEVRAA – JOB LISTINGS

STATEMENT OF VIOLATION. During the period June 1, 2013 through May 31, 2014, Contractor failed to immediately list all employment openings with either the state workforce agency job bank or a local employment service delivery system ("ESDS") serving the location where the openings occurred in violation of 41 C.F.R. § 60-300.5(a)2-6 and 41 C.F.R. § 60-300.5(a)2-6 (2014).

REMEDY. Contractor must list all employment openings as they occur with an appropriate 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 Contractor, as required by 41 C.F.R. § 60-300.5(a)2-6 (2014). With its initial listing, and as subsequently needed to update the information, Contractor 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, Contractor shall provide updated information simultaneously with its next job listing.

4. VIOLATION – SECTION 503 - RECORDKEEPING

STATEMENT OF VIOLATION. During the period, June 1, 2013 through May 31, 2014, Contractor failed to collect and maintain personnel and employment records to properly conduct a review of its personnel processes in accordance with the requirements of 41 C.F.R. § 60-741.80(a) and 41 C.F.R. § 60-741.44(b), and 41 C.F.R. § 60-741.80(a) (2014) and 41 C.F.R. § 60-741.44(b) (2014). Specifically, Contractor did not preserve all applications and selection forms for a period of not less than two years from the date of the making of the record or the personnel action involved, whichever occurred later, and provided incomplete data on the results of its review of Contractor's personnel practices. 41 C.F.R. § 60-741.80(a) and 41 C.F.R. § 60-741.44(b).

REMEDY. Contractor must preserve any personnel or employment record it makes or keeps in either electronic or hard copy format, including all applications and selection forms, 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. Where a compliance evaluation has been initiated by OFCCP, Contractor must preserve all personnel and employment records until OFCCP makes a final disposition in the matter. 41 C.F.R. § 60-741.80(a) (2014) and 41 C.F.R. § 60-741.44(b) (2014).

PART IV: REPORTING

1. Contractor must submit the documents and reports described below to Karen Johnson-Robinson, Assistant District Director, OFCCP St. Louis Area Office, 1222 Spruce St., Rm. 10.207, St. Louis, Missouri State 63103.
 - A. Within 120 days of the effective date of this Agreement, Contractor must submit documentation that all managers, supervisors and other personnel involved in recruiting, selecting, or tracking applicants for Driver positions at the Bridgeton Facility have been trained on the Hiring Process. This

documentation must include the dates of the training, the names and job titles of all attendees, and the specific topics discussed in Part III.1.C.4 on the training agenda, and the name and job title of each person who conducted the training.

- B. Within the prescribed timeframes, Contractor must submit all documents and information referenced in Part III.1.B.1 and III.1.B.2.
- C. Contractor must submit two (2) Progress Reports covering each six (6) month period this Agreement is in effect. The first Progress Report will be due eight (8) months after the Effective Date of this Agreement and must cover the six (6)-month period beginning with the Effective Date. The second Progress Report must cover the successive six (6)-month period, and must be submitted within sixty (60) calendar days after the close of that six (6)-month period. Contractor will submit the following in each report, if applicable to the particular reporting period:
 - 1) Documentation of monetary payments to all Class Members as specified in Part III.1.B.3. This documentation must include the names of Class Members who received monetary payments, and, for each Class Member, the number, check amount, and check bank clearance date. Additionally, Contractor must provide OFCCP with two-sided copies of all canceled checks;
 - 2) Documentation of specific hiring activity for Class members who were hired into Driver positions in accordance with this Agreement Part III.1.B.4, including name, hire date, job title hired into. For Class Members who were considered for employment but were not hired into Driver positions, Contractor will provide the reason for non-placement along with all relevant documentation (e.g., documentation that the Class Member failed to meet basic qualifications for the job, failed to pass required assessments in the selection process or declined a job offer);
 - 3) Contractor must verify in writing that personnel and employment records will be maintained for a period of not less than two years from the date of a) making the record or b) the personnel action involved, whichever occurs later in compliance with 41 C.F.R. § 60-1.12(a)(e); 41 C.F.R. § 60-300.80(a) (2014) and 41 C.F.R. § 60-300.44(b) (2014); and 41 C.F.R. § 60-741.80(a) (2014) and 41 C.F.R. § 60-741.44(b) (2014).
 - 4) Copies of job listings made with either the Missouri Division of Workforce Development (DWD) or a local BSDL and a listing of job openings at the company. Evidence that the job listings have been

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provided in a manner and format that will allow the ESDS to provide priority referrals of protected veterans to Contractor. Part III.3.A. Contractor must provide documentation with its initial listing of: the notice of its federal contractor status, that it desires priority referrals of protected veterans, and list for each of its hiring locations within the state the contact information of the official responsible for hiring.

OFCCP will respond to Contractor via email within thirty (30) calendar days after receipt of each progress report and provide regular status updates as appropriate. If it is determined that an onsite visit is necessary to confirm compliance as described in Part II #2, Contractor will provide access to OFCCP.

Contractor will retain all records and data pertinent to the violations resolved by this Agreement and/or used to prepare required reports until this Agreement expires or as long as required by OFCCP's regulations, whichever date occurs later (or "whichever time period is longer").

PART V: SIGNATURES

The person signing the Conciliation Agreement on behalf of Contractor personally warrants she is fully authorized to do so, that Contractor 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 Contractor. This Conciliation Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and Contractor.

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

SUSAN R. NETHERTON
Vice President -- People, Training &
Development
Waste Connections of Missouri, Inc.

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

CARMEN NAVARRO
Acting Regional Director
Midwest Region, OFCCP

DATE: 09-28-18

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

KAREN JOHNSON-ROBINSON
Assistant District Director
St. Louis Area Office
Midwest Region, OFCCP

DATE: 09/28/18

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

Compliance Officer
St. Louis Area Office
Midwest Region, OFCCP

DATE: 09/28/18

DATE: October 9, 2018

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

MAXINE L. MANUS
District Director
Kansas City District Office
Midwest Region, OFCCP

DATE: 9/28/18

ATTACHMENT A – CLASS MEMBERS

No. Last Name, First Name

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No. Last Name, First Name

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Attachment B

You may be eligible to get money and a job because of a legal settlement between Waste Connections, Inc. formerly known as Progressive Waste Solutions of MO and the U.S. Department of Labor

We are writing to provide information about a legal settlement between the U.S. Department of Labor (DOL) and Waste Connections, Inc. that may benefit you. The Office of Federal Contract Compliance Programs ("OFCCP"), a DOL agency, evaluated Progressive Waste Solutions of MO, Inc. ("Progressive"), located at 196 NW Industrial Ct., Bridgeton, Missouri, which, following a merger between its parent corporation and Waste Connections, Inc., became known as Waste Connections of Missouri, Inc. (hereinafter the "Contractor").

This settlement involves claims of discrimination in hiring, and our records show that you may be one of the applicants covered by the settlement. If you take the steps described in this Notice by the deadline below, you may be eligible for a payment of back wages and/or a job with the Contractor..

ARE YOU AFFECTED?

Blacks who applied and were not hired for Driver positions at the Progressive in Bridgeton, Missouri, between June 1, 2013 and May 31, 2014 are covered by this settlement.

WHAT IS THIS SETTLEMENT ABOUT?

The U.S. Department of Labor's Office of Federal Contract Compliance Programs (OFCCP) conducted a review of Progressive' hiring practices during June 1, 2013 through May 31, 2014. OFCCP is the government agency responsible for enforcing the equal employment opportunity and affirmative action requirements that apply to federal contractors. OFCCP issued a Notice of Violation alleging that the Contractor discriminated against Black/African Americans in hiring for Driver positions from June 1, 2013 through May 31, 2014. The Contractor denies those claims. Ultimately, although the Contractor disagreed with OFCCP's findings, the company has agreed to resolve the claims through a Conciliation Agreement. A Conciliation Agreement is a legal document that explains the terms of an agreement to settle a Notice of Violation issued by OFCCP.

WHAT DOES THIS MEAN FOR YOU?

Because you applied for a Driver's position during the relevant time frame, and were not hired, this settlement may provide you with some specific benefits:

- (1) **You may be eligible to receive a payment of at least \$5,866.34** (before taxes). This payment represents your share of back wages and other payments the Contractor is making to settle the lawsuit. The final amount you will receive will be reduced by deductions for items such as income tax withholding and Social Security contributions.

- (2) The Contractor will make job offers for nine (9) Driver positions to some of the individuals receiving this notification. It is not guaranteed that you will receive a job offer. If you are interested in a job with Waste Connections, please express your interest on the enclosed Interest Form.

To get these benefits, you will need to release (give up) certain legal claims, and sign the enclosed Interest and Release forms.

WHAT IS YOUR NEXT STEP?

You should read this Notice, the Interest and Release forms, and any other information you received from the U.S. Department of Labor or the Settlement Administrator, XXX.

Please do not ignore these documents or throw them away. Otherwise, you could miss an opportunity to receive money and a job with the Contractor.

To be eligible for a payment and job, you must complete, sign, and return **BOTH** of the following enclosed documents, (1) Interest Form and (2) Release of Claims Form by [X date] to:

Settlement Administrator
Waste Connections, Inc.

XXX
Address
Address

The documents must be received by [insert actual date].

You may receive some or all of these benefits only if these forms confirm that you are one of the individuals covered by the settlement. After correct completion and submission of these documents, a final decision will be made about your eligibility.

If you fail to return BOTH of the required documents by the deadline or if your documents do not verify your eligibility you will not be eligible to receive any money, consideration for job opportunities or any other relief provided to you by the settlement.

HOW CAN YOU GET MORE INFORMATION?

If you have any questions, you may contact Compliance Officer (b) (7)(E), (b) (6) at (b) (7)(E), (b) (6) or via e-mail at (b) (7)(E), (b) (6) @dol.gov. You can also visit the U.S. Department of Labor website about this case at www.dol.gov/ofccp/cml

Attachment C

Interest Form – Affected Applicants

PLEASE CAREFULLY READ THE ENCLOSED NOTICE BEFORE COMPLETING THIS INTEREST FORM.

INSTRUCTIONS FOR FILING AN INTEREST TO BE CONSIDERED FOR MONEY (BACK WAGES) AND/OR A JOB OFFER FROM THE SETTLEMENT

DEADLINE TO RESPOND IS XX MONTH, XX DAY, XXXX YEAR

If you complete this Interest Form, you may be eligible for a money payment from the settlement and you can express interest in a job offer. You can receive a money payment even if you do not express interest in a job.

To receive an award such as money or a job offer, you must complete and return this **Interest Form and Release Form** postmarked or hand-delivered on or before **[Deadline above]**, to

Settlement Administrator – OFCCP/Waste Connections, Inc.

XXX

Address

Address

If you do not submit a properly completed Interest Form and Release Form on or before **[Deadline above]**, then your interest will not be on time and **you will not receive any money from this settlement and you cannot be considered for a job offer.**

Enclosed is a stamped, pre-addressed envelope you can use.

This Interest Form will only be used for the following purposes:

- (1) To confirm important information we need in order to make sure you are eligible to receive money under this settlement and process your payment, and**
- (2) To allow you to express interest in the jobs being offered as a result of the settlement.**

Step 1: Please confirm [or provide] the following contact information to process your payment (print legibly).

Name: _____

Home Phone: (____ __) ____ - ____

Cell Phone: (____ __) ____ - ____

Email Address: _____

Street Address: _____

Apartment/Unit: _____

City/State/Zip: _____

Please provide your social security number ____ - ____ - ____

Your Social Security Number is required in order to process your payment for tax purposes. Your Social Security Number will not be used for any other purpose.

Notify us at the address below if your address changes anytime within the next twelve months, or contact us if you have any questions about this claim form, the notice, or the settlement.

Settlement Administrator – OFCCP/Waste Connections, Inc.

Address

Address

1-XXX-XXX-XXXX

Step 2: Inform us if you are interested in a position:

- ☐ Yes, I am still interested in the Driver position with Waste Connections, Inc. in Bridgeton, Missouri.
- ☐ No, I am not currently interested in the Driver position with Waste Connections, Inc. in Bridgeton, Missouri.
- ☐ I am currently employed by Waste Connections, Inc. in Bridgeton, Missouri.

Step 3: Sign and return along with the Release Form

I certify the above as true and correct.

Signature

Date

Attachment D

RELEASE OF CLAIMS UNDER EXECUTIVE ORDER 11246

PLEASE CAREFULLY READ THE ENCLOSED NOTICE BEFORE COMPLETING THIS RELEASE. YOU MUST RETURN A SIGNED RELEASE TO RECEIVE MONEY AND/OR A POTENTIAL JOB OFFER FROM THE SETTLEMENT

This Release of Claims under Executive Order 11246 ("Release") is a legal document. This document states that in return for Waste Connections, Inc. providing you with money and/or a potential job offer, you agree that you will not file any lawsuit against Waste Connections, Inc. (*hereinafter the "Contractor"*) for allegedly violating Executive Order 11246 in connection with its selection procedures for applicants for the Driver positions. It also says that the Contractor does not admit it violated any laws. This Release says you had sufficient time to look at the document, to talk with others about the document, including an attorney if you choose, and that no one pressured you into signing the document. Finally, it says that if you do not sign and return the document by a certain date, you will not receive any money and/or a potential job offer.

In consideration of the payment of at least \$5,866.34 (less deductions required by law) and/or a potential job offer for a Driver's position by the Contractor to me, which I agree is acceptable, I agree to the following:

I.

I hereby waive, release and forever discharge the Contractor, its predecessors, successors, related entities, parents, subsidiaries, affiliates and organizations, and their shareholders, owners, directors, officers, employees, agents, successors, and assigns, of and from any and all actions, causes of action, damages, liabilities, and claims arising out of or actionable under Executive Order 11246, as amended, which I or my representatives (heirs, executors, administrators, or assigns) have or may have which relate in any way to its selection procedures for applicants for Driver positions during the period of June 1, 2013 through May 31, 2014.

II.

I understand that Waste Connections, Inc. denies that it treated me unlawfully or unfairly in any way and that the Contractor entered into a Conciliation Agreement with the U.S. Department of Labor, Office of Federal Contract Compliance Programs ("OFCCP") and agreed to make the payment and/or a potential job offer described above to resolve without further legal proceedings all issues related to OFCCP's compliance reviews of the Contractor initiated on November 18, 2014. I further agree that the payment of the aforesaid sum and/or a potential job offer by the Contractor to me is not to be construed as an admission of any liability by the company.

III.

I declare that I have read this Release and that I have had a full opportunity to consider and understand its terms and to consult with my advisors and seek legal advice. I further declare that I have decided of my own free will to sign this Release.

I understand that if I do not sign this Release and return it to the Contractor by **[DATE]**, I will not be entitled to receive any *payment (less deductions required by law) and/or a potential job offer for a Driver position.*

IN WITNESS WHEREOF, I have signed this document of my own free will.

Signature: _____ Date: _____

Printed Name: _____