Conciliation Agreement
Between the
U.S. Department of Labor Office of Federal Contract Compliance Programs
And
Aecom Management Services, Inc.

## I. Preliminary Statement

The Office of Federal Contract Compliance Programs (OFCCP) evaluated the Aecom Management Services, Inc. ("AMS") establishment located at 1760 First Street, Strike Fighter Squadron, Suite 200, Virginia Beach, VA 23460, beginning on December 6, 2019. OFCCP found that AMS failed to comply with Executive Order 11246, as amended (E.O. 11246 or the Executive Order) and its respective implementing regulations at 41 C.F.R. Parts 60-1 through 60-3.

In the interest of resolving the violations without engaging in further legal proceedings and in exchange for sufficient and valuable consideration described in this document, OFCCP and AMS enter into this Conciliation Agreement (Agreement) and its attachments, and the parties agree to all the terms therein.

The attachments to this Agreement are deemed incorporated into this Agreement.

## II. General Terms and Conditions

1. In exchange for AMS's fulfillment of all its obligations in this Agreement, OFCCP will not institute administrative or judicial enforcement proceedings under 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 1973, as amended, 38 U.S.C. § 4212 (VEVRAA) based on the violations described in more detail in Part III below. However, OFCCP retains the right to initiate legal proceedings to enforce this Agreement if AMS violates any provision of this Agreement, as set forth in Paragraph 11, below. Nothing in this Agreement precludes OFCCP from initiating enforcement proceedings based on future compliance evaluations or complaint investigations.

2. OFCCP may review AMS'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. AMS 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 it requests, including those specified in this Agreement.

3. Nothing in this Agreement relieves AMS 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. AMS and OFCCP agree that any release of claims required by this Agreement will only pertain to claims under E.O. 11246, Section 503, and/or VEVRAA.

5. AMS 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.

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

7. This Agreement, including its attachments, constitutes the entire Agreement and represents the complete and final understanding of the parties. This Agreement contains all of the terms binding the parties and it supersedes all prior written and oral negotiations and agreements. Any modifications or amendments to this Agreement must be agreed upon in writing and signed by all parties. If an administrative error is found, OFCCP will work in good faith with all parties to make the corrections.

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

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

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

11. If AMS violates this Agreement:

    a. The procedures at 41 C.F.R. 60-1.34 will govern:

        i. OFCCP will send AMS a written notice stating the alleged violations and summarizing any supporting evidence.

        ii. AMS 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 AMS is unable to demonstrate that it has not violated the Agreement, or if OFCCP's 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 AMS, 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 agreed to in the Agreement.

b. AMS may be subject to the sanctions set forth in Section 209 of the Executive Order, 41 C.F.R. 60-1.27 and/or other appropriate relief for violating this Agreement.

12. AMS neither admits nor denies any violation of the Executive Order, Section 503 or VEVRAA, nor has there been an adjudication on the merits regarding any such violation.

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

14. The parties understand and agree that nothing in this Agreement is binding on other governmental departments or agencies other than the United States Department of Labor.

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

16. 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.

17. All references to "days" in this Agreement, and in the Timeline included as Attachment B, 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. Alleged Discrimination Violation

**VIOLATION:** OFCCP found that AMS was not in compliance with the nondiscrimination requirements of the equal opportunity clause of E.O. 11246 § 202 and 41 CFR 60-1.4(a)(1) at the Virginia Beach establishment. OFCCP's preliminary findings revealed statistically significant hiring disparities for the Aircraft Worker job title at the Virginia Beach establishment during the period from January 1, 2018 through December 31, 2019, resulting in a hiring shortfall of eight (8) Black hires.

## IV. Financial Remedy

1. **Settlement Fund**

   a. **Settlement Fund Account.** Within thirty (30) days after the Effective Date, AMS will deposit a total of $205,000 in an FDIC-insured interest bearing account maintained by AMS at the prevailing interest rate. By the deadline set forth in the Timeline, AMS will notify OFCCP when this action is complete and provide appropriate documentation, including the name and address of the FDIC-insured banking institution, the account number for the settlement fund, the date of deposit, the deposit amount, and bank records showing the deposit amount. By the dates set forth in the Timeline, AMS will provide OFCCP with copies of bank records showing

the current balance of the account, list of transactions and the amount of accrued interest on the account. AMS's share of taxes on the portion representing back pay (such as federal, state and/or local taxes and Federal Income Contributions Act (FICA)) is not part of the Settlement Fund. AMS will be responsible for any banking account fees.

b. **Specific Settlement Fund Amounts.** The total Settlement Fund is a negotiated amount that includes $187,548.01 in back pay and $17,451.99 interest to resolve specific violations set forth above. In addition to this monetary settlement, and in lieu of retroactive seniority, AMS will pay an additional $200 to each Eligible Applicant, defined below, who is hired as an Aircraft Worker under Part V.

2. **Allocation**

a. **Total Amount to be Allocated.** The back pay and interest amounts of the Settlement Fund, plus any additional interest that accrues on these interest-bearing accounts, will be distributed among the eligible applicants or employees as explained in this Section. Individual shares will include appropriate deductions for each individual's share of payroll deductions required by law on the portion representing back pay only, such as federal (FICA/Federal Unemployment Tax Act (FUTA)), state or local insurance premiums or taxes.

b. **Affected Applicants to Receive Payments.** The Settlement Fund will be distributed to all Affected Applicants (identified in Attachment A) who timely respond to the Notice Process as explained below, and whose eligibility is verified (hereinafter, Eligible Class Members). These individuals will be listed on the Final List of Eligible Applicants (Final List). The process of determining the Final List is explained below under Notice Process. OFCCP will determine the final amount for each Eligible Class Member based on the formula or other terms provided in this Agreement. All Eligible Class Members are entitled to their share of the monetary settlement regardless of whether they are currently interested in employment with AMS.

c. **Individual Payment Amounts.** AMS will distribute $205,000, less legal deductions required by law from back pay only, in equal shares among all Eligible Class Members.

d. **Payments to Eligible Class Members.** OFCCP will provide AMS a list of the payment amount for each Eligible Class Member on the Final List by the date set forth on the Timeline. AMS will issue checks or make electronic payments to each Eligible Applicant/Employee in the stated amount, along with appropriate tax reporting forms (such as W-2 and Internal Revenue Service (IRS) Form 1099) by the date set forth on the Timeline. OFCCP will receive timely documentation of all payments made and any payments returned undelivered or any checks not cashed, as set forth on the Timeline. Any check that remains uncashed 180 days after the initial date the check was mailed to the Eligible Class Member will be void. With respect to

any uncashed funds, AMS will make a second distribution to all Eligible Class Members who cashed their first check, if the amount of such remaining unclaimed funds would result in payment of $20.00 or more (before adjustments) to each such Eligible Class Member. The second payment will consist of back pay and interest in the same proportion as the first payment. Any undistributed funds will be devoted to training descripted in Part VII.

e. **Tax Payments, Forms and Reporting.** AMS will pay AMS's share of social security withholdings, and any other tax payments required by law from additional funds separate from the Settlement Fund. AMS shall mail to each Eligible Applicant/Employee an IRS Form W-2 for that portion of the payment representing back pay and an IRS Form 1099 for that portion of the payment representing interest. These IRS forms will be provided to the Eligible Applicants/Employees either at the time of payment, electronically or with the settlement checks, or at the end of the year. No Eligible Applicant/Employee will be required to complete a W-4 or W-9 in order to receive payments under this settlement[1].

3. **Notice Process**

a. **OFCCP and AMS Obligations under the Notice Process.** The Notice Process set forth in this agreement is intended to provide Affected Class Members a meaningful opportunity to understand their rights and obligations and act on them in a timely manner. This includes providing notice in multiple relevant languages to the affected workers and through multiple channels if appropriate and providing technical assistance to Affected Applicants/Employees seeking information about their rights and obligations under this Agreement. As specified in the Timeline and as otherwise necessary to fulfill this Agreement, AMS and OFCCP will regularly meet and confer in person, by phone and/or by email on the notice process to determine how best to carry out the Notice provisions of this Agreement, and to decide whether any activity, deadline or document should be modified. OFCCP and AMS agree not to unreasonably withhold consent to reasonable modifications proposed by either party.

b. **Notice Documents.** AMS will distribute Notice Documents to Affected Applicants identified in Attachment A consistent with the sample Notice Documents contained in Attachment C. The Notice Documents may include a Notice, Release of Claims and Income Verification Forms. The Notice Documents may also include other materials such as standard OFCCP or U.S. Department of Labor materials, instructions or a cover sheet, job applications, or other information that better enables Affected Applicants to understand their rights and obligations and act on them in a timely manner. The Notice Documents will make clear the information about the settlement is being provided by or on behalf of the U.S. Department of Labor. As specified in the Timeline and as otherwise necessary to fulfill this Agreement, the parties will

[1] IRS guidance states that an employer can assume a single deduction in the absence of a W-4 form. *See* 26 CFR 31.3402(f)(2)-1(a).

meet and confer on any reasonable modifications of the sample Notice Documents or additions to the materials distributed by AMS, if proposed by either party.

c. **Timeline.** Attachment B sets forth the agreed Timeline for Notice and for the parties' other obligations under this Agreement. The parties will meet and confer on any reasonable modifications to the Timeline proposed by either party.

d. **Search for Affected Applicants.** OFCCP shall provide AMS with complete contact information in its possession or its authority to obtain for the Affected Applicants by the date set forth in the Timeline.

e. **Distribution of Mail Notice to Affected Applicants.** AMS will provide initial notice by regular first-class mail. AMS will send copies of all of the Notice Documents as defined above, including a postage-paid return envelope, by first class mail to the best available mailing address for each Affected Applicant, by the date set forth in the Timeline. If envelopes from the initial mail notice are returned with forwarding addresses, AMS will re-mail the Notice Documents within five (5) days of receipt of the forwarding address.

   Based on the response to the initial mail notice, the parties will meet and confer by the date set forth in the Timeline to assess the results of the initial mail notice and to ensure that the second round of mail notice maximizes the potential response rate. A second mail notice will be sent to Affected Applicants with valid addresses who fail to respond to the first mail notice unless the parties agree otherwise.

f. **Distribution of Notice by Other Means.** AMS shall work with the OFCCP to develop a recommended plan for Notice by other means in addition to first class mail, including, as appropriate, use of email and telephone contact, distribution of information on websites, paid newspaper, web, radio or other advertisement, social media, or in-person community meetings. These other means will be designed to maximize the ability of Affected Applicants to understand their rights and obligations under this Agreement and act upon them. OFCCP will also conduct independent efforts to communicate with Affected Applicants about this Agreement through official U.S. Department of Labor channels and in partnership with community-based organizations.

g. **Notice Deadline.** The final deadline for any Affected Applicant to respond to the notice is set forth in the Timeline. The parties will prominently display this deadline on all materials they distribute in paper or online form regarding this Agreement, and explain that failure to respond by this deadline will result in a forfeiture of any relief provided by this Agreement.

h. **Technical Assistance.** The parties will timely respond to any inquiries from Affected Applicants using information consistent with this Agreement and the Notice Documents and will document all inquiries and the result. OFCCP will provide contact information for individuals to contact OFCCP regarding this Agreement. The

parties will prominently display this contact information on all materials they distribute in paper or online form regarding this Agreement. AMS will provide OFCCP contact information to any Affected Applicant with questions or concerns.

i. **Exchange of Information Regarding Affected Applicants.** AMS and OFCCP will timely exchange information regarding Affected Applicants, including updated contact information and the results of any technical assistance provided. AMS will provide OFCCP with the last known address, telephone number, and email address for each Affected Applicants identified in Attachment A by the deadline set forth in the Timeline.

j. **Final List of Eligible Class Members.** The Final List will include all Affected Applicants who timely respond to the Notice by the deadline set forth in the Timeline and whose eligibility is verified by OFCCP. The parties will establish the Final List by the date set forth in the Timeline. The parties will meet and confer on any outstanding issues or questions regarding the Final List. Either party may identify potentially eligible Applicants who may have been erroneously excluded from the original or any subsequent list. OFCCP shall make the final determinations of eligibility but will make every effort to negotiate in good faith to resolve any dispute about the Final List. AMS will provide to OFCCP any information necessary to determine the Final List.

k. **Documentation of Payments.** By the deadline set forth in the Timeline, AMS will provide OFCCP with copies of cancelled checks or electronic documentation of all payments to Eligible Class Members, including the amounts paid, the date payment was sent, the date payment was received or the check cashed, and any uncashed or returned checks. In the event of a second distribution, AMS will provide a similar documentation on the second distribution.

l. **Contractor's Expenses.** AMS will pay all expenses associated with carrying out its duties pursuant to this Section, from funds separate and apart from the amount designated in this Agreement for the Settlement.

## V. Additional Individual Relief

1. **Job Opportunities.** As vacancies occur in the Aircraft Worker job title at the Virginia Beach establishment, AMS shall make *bona fide* job offers of full-time employment to applicants who are listed as Eligible Class Members, who have expressed interest in employment, who meet the basic qualifications[2] of the position, and who are not

2 The basic qualifications are defined as high school diploma or equivalent training/experience and a valid driver's license. The Aircraft Worker makes repairs to aircraft following orders of higher grade worker, assists in troubleshooting malfunctions in aircraft structure, landing gear, flight surfaces and controls, anti-icing, pneudraulic, engines, auxiliary power unit, and ventilation and heating systems, removes, cleans, reinstalls, or replaces defective parts, accessories, and components such as worn gaskets, couplings, and fittings, bad actuators, accumulators, gauges, sections of corroded fuel and oil lines, This worker may supervise the jacking and towing of aircraft, makes adjustments and settings such as cable tension and seat movement settings and adjustments; obtains standard parts

currently employed in the job title (hereinafter Eligible Applicants), until eight (8) are hired, the list of Eligible Applicants is exhausted, whichever comes first. After the Final List has been approved by OFCCP, as vacancies occur in the Aircraft Worker job title at the Virginia Beach establishment, AMS shall contact the Eligible Applicants by telephone at a number provided by the Eligible Applicant and by electronic mail, with a job offer, in the order in which they submitted their notice documents, or if the documents were received on the same day, in the order of their original application date. AMS shall make two attempts to contact the Eligible Applicant to convey the offer of employment. The two attempts must be made on different days. If an Eligible Applicant fails to respond to the second attempt within twenty-four (24) hours, or fails to report to work at the Virginia Beach establishment within twenty-one (21) days of accepting the offer, then that Eligible Applicant forfeits any rights to employment under this Agreement and AMS shall move on to the next Eligible Applicant on the list.

The report-to-work date for Eligible Applicants hired pursuant to this Agreement shall be no later than fourteen (14) days after the date the job offer is accepted provided that Eligible Applicant has timely completed and passed the pre-employment requirements specified below or the Eligible Applicant requests a different time period and AMS agrees. The Eligible Applicant must be able to successfully complete the two post-offer, pre-employment requirements of drug testing and background checks, and then must report to work on the day designated or provide AMS notice of good cause for their absence on or before that date. Otherwise, AMS may withdraw the job offer and shall be under no obligation to hire the Eligible Applicant under this Agreement, but remains obligated to hire until eight (8) positions are filled, or the list of Eligible Applicants is exhausted, whichever comes first.

AMS agrees to pay Eligible Applicants hired under this provision at least the current entry level wage based on applicants' qualifications for the Aircraft Worker job title, and provide retroactive seniority and access to all regular and on-the-job training currently provided to employees in that job title.

AMS will document the job offers and hires to OFCCP, including job offers made, reasons for rejection, and Eligible Applicants hired and terminated during the monitoring period as set forth below.

2. **Reporting.** AMS will document the job offers and hires, including job offers made, reasons for rejection, and Eligible Applicants hired and terminated during the monitoring period as set forth in Section VIII, OFCCP Monitoring Period, below.

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such as fuel and oil line connections and fittings, cable linkage, and spark plug cables and harnesses by referring to parts manuals and by making comparisons with samples, may perform pre-flight, thru-flight, and post-flight maintenance inspections, enter in the maintenance records description of the work performed, and services engines and aircraft components at line station making repairs, short of overhaul required to keep aircraft in safe operating condition.

## VI. Modifications to Employment Practices and Other Non-Monetary Relief

1. **Revised Hiring Process.**

   a. Eliminate Allegedly Discriminatory Selection Procedures: AMS agrees to immediately cease using any selection procedures that resulted in adverse impact, as defined in 41 C.F.R. § 60-3.4D, against Black applicants at the Virginia Beach establishment until they are validated in accordance with 41 C.F.R. Part 60-3 . AMS agrees to comply with all OFCCP regulations concerning selection procedures, including 41 C.F.R. Part 60-3. AMS will not use any selection procedure that has an adverse impact on applicants of a particular race/ethnicity unless it properly validates the procedure according to these regulations.

   b. Review and Revision: If AMS's analysis of its selection procedure(s) results in adverse impact, AMS will review and, if it is determined that the selection procedures caused the adverse impact, AMS will revise the practices, policies, and procedures it uses to select applicants for Aircraft Worker positions ("Revised Hiring Process"). Specifically, if applicable, AMS will:

      i. Review and, if necessary, revising the job description and selection process for the Aircraft Worker title, which describe 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 procedure;

      ii. Review and, if necessary, revise the specific job-related qualification standards for Aircraft Worker that reflect the duties, functions, and competencies of the position to minimize the potential for race/ethnicity stereotyping or other unlawful discrimination;

      iii. Ensure all policies and qualification standards are uniformly applied to all applicants; and

      iv. Continue to list clearly on its recruiting materials and job postings the minimum qualifications, including required skills and certifications.

   c. Recordkeeping and Retention: AMS will ensure that applicants are tracked and decisions are documented at each step in the hiring process and that documents are retained in accordance with 41 C.F.R. § 60-1.12(a) and Part 60-3. AMS

   d. Training: Within 90 calendar days of the Effective Date of this Agreement, AMS will train all individuals involved in any way in recruiting, selecting and tracking applicants for Aircraft Worker positions at the Virginia Beach establishment to ensure compliance with AMS's non-discrimination and equal employment obligations in all aspects of the hiring process. The training will include instruction in: the proper implementation of the recruitment, tracking, and selection procedures; neutral

application of the specified qualifications and criteria that will be used at each step in the hiring process; the procedures to be used to document the decision made at each step in the hiring process; and the procedures to be used to ensure that documents are retained in accordance with 41 C.F.R. § 60-1.12(a) and Part 60-3. AMS 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.

## VII. Technical Violations and Remedies

1. VIOLATION: During the period January 1, 2018, through December 31, 2019, AMS failed to develop and implement an internal auditing system that periodically measures the effectiveness of its total affirmative action program at the Virginia Beach establishment in violation of 41 CFR § 60-2.17(d)(l)-(4). Specifically, AMS failed to monitor its hiring activity at all levels of its organization at the Virginia Beach establishment to ensure that its nondiscriminatory policy is carried out.

   REMEDY: AMS will develop and implement an auditing system to measure the effectiveness of its total affirmative action program and take the following corrective actions:

   A. Monitor records of all personnel activity, including referrals, placements, transfers, promotions, terminations, and compensation, at all levels to ensure the nondiscriminatory policy is carried out;
   B. Require internal reporting on a scheduled basis as to the degree to which equal employment opportunity and organizational objectives are attained;
   C. Review report results with all levels of management; and
   D. Advise top management of program effectiveness and submit recommendations to improve unsatisfactory performance.

## VIII. OFCCP Monitoring Period

1. **Recordkeeping.** AMS agrees to retain all records relevant to the violations cited in Section III and VI 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. AMS will retain the records until this Agreement expires or for the time period consistent with regulatory requirements, whichever is later.

2. **Contractor Reports.**

   a. **Schedule and Instructions.** AMS agrees to furnish OFCCP with the following reports during the Monitoring Period according to the following schedule:

i. **Progress Report 1:** The first report will be due on February 1, 2023, and will cover the period January 1, 2022, to December 31, 2022.

ii. **Progress Report 2:** The second report will be due on February 1, 2024, and will cover the period January 1, 2023 to December 31, 2023.

AMS will submit reports to Shanae Moody, District Director, at (b) (6), (b) (7)(C) @dol.gov. AMS 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 AMS provides in accordance with this agreement are customarily kept private or closely-held, and AMS believes should remain confidential under Exemption 4 of FOIA in the event of a FOIA request, AMS will provide such reports to OFCCP marked as "Confidential". In the event of a FOIA request, OFCCP will treat any such documents received as confidential documents.

b. **Reports on Job Offers.** In each Progress Report, AMS will report on all job offers and hires made to date concerning the Aircraft Worker position at the Virginia Beach establishment pursuant to this Agreement until all of the Aircraft Worker job opportunities for the Virginia Beach establishment under this Agreement are filled, the list of Eligible Applicants expressing interest in the positions is exhausted or this Agreement expires. This includes:

i. Documentation of all job offers made to Eligible Applicants, including the names of individuals offered jobs, the date of their application, the date of the offer, the date the offer was accepted or rejected, the starting pay, and the payment made in lieu of seniority.

ii. Documentation of all job offers made to Eligible Applicants who expressed interest in job offers who did not successfully complete the application process or the two post-offer, pre-employment requirements of drug testing and background checks, including the names of these individuals, the date of their application, if any, and the reason AMS determined they did not successfully complete the application process or the two post-offer, pre-employment requirements of drug testing and background checks. This includes individuals who did not receive job offers because all available positions were filled.

iii. Documentation of Eligible Applicants who were hired and terminated during the life of this Agreement and the reason for the termination.

iv. Documentation of the remaining Eligible Applicants remaining on the Final List.

v. Documentation of the start dates for Eligible Applicants who were hired.

vi. If AMS has not filled all of the positions specified in this Agreement by the Progress Report date, documentation of the reason this action is not complete

and the good faith efforts being taken and planned for the next reporting period to complete it.

vii. If AMS fails to meet its hiring obligations under this Agreement by the close of the Monitoring Period, OFCCP reserves its rights under Section II, Paragraphs 9 and 10 of this Agreement to extend the monitoring period or to pursue enforcement remedies.

c. **Reports on Modifications to Personnel Practices.** In each Progress Report AMS will report on any modifications of personnel practices made to date pursuant to the Agreement and provide documentation of its compliance with the remedy provisions of this Agreement. If any of the relevant documents such as job postings or policies have not been modified since being provided during a prior reporting period, a statement to that effect is sufficient. The reports must include:

i. The number of employees in the Aircraft Worker job title at the Virginia Beach establishment.

ii. The total number of applicants and hires identified by gender and by race/ethnicity for the Aircraft Worker job title at the Virginia Beach establishment during the reporting period, including all temporary, part time, and seasonal employees who were referred to and/or assigned to work at AMS by a staffing firm or employment agency.

iii. Copies of the adverse impact analyses required by Part VII.5 of this agreement, including, where necessary, the evaluation of the individual components of the selection processes.

iv. Where adverse impact is identified in the total selection process for the Aircraft Worker job title at the Virginia Beach establishment, copies of all applicant flow data, application databases, and job applications. If this data is maintained electronically, AMS will provide it electronically. For instance, AMS currently uses iCIMS to maintain applicant data and would provide the data contained in that database in Excel format.

v. Copies of personnel policies and practices, if not provided in a previous report or during the pendency of the underlying compliance evaluation.

vi. Confirmation that AMS has developed and implemented an internal auditing system that periodically measures the effectiveness of its total affirmative action program at the Virginia Beach establishment in accordance with 41 CFR § 60-2.17(d)(l)-(4).

vii. Confirmation that AMS has performed the training required by Part VI.

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 AMS's final progress report as set forth in Part II, Paragraph 10 above. If OFCCP fails to notify AMS in writing within sixty (60) days of the date of the final progress report that AMS 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 AMS within the allotted time that it has not fulfilled all of its obligations, , this Agreement may be extended by OFCCP until the date that OFCCP determines AMS has met the obligations under this Agreement.

## IX. SIGNATURES

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

This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and AMS, 1760 First Street, Suite Strike Fighter Squadron 106, Virginia Beach, VA 23460.

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

ROBERT RUDISIN
Executive Vice President, Human Resources
Aecom Management Services, Inc.
20501 Seneca Meadows Pkwy
Suite 300
Germantown, MD 20876

DATE: 09/30/2021

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

MICHELE HODGE
Regional Director
Mid-Atlantic Region

DATE: 9/30/2021

**Attachments:**

A. List of Affected Applicants
B. Timeline
C. Notice Documents
   C-1 Notice
   C-2 Information Verification and Employment Interest Form
   C-3 Release Form

**Attachment A: List of Affected Applicants**

| No. | Last Name, First Name |
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**Attachment B: Timeline**

| ACTIVITY | DATE |
|---|---|
| AMS provides OFCCP with the last known address, telephone number, and email address of all Affected Applicants in Attachment A | October 15, 2021 |
| AMS provides documentation of establishment of settlement fund | October 30, 2021 |
| AMS provides current balance of the account, list of transactions and the amount of accrued interest on settlement fund | November 29, 2021 |
| AMS Mails Notice Documents (First Mailing) | December 9, 2021 |
| Deadline for Affected Applicants to Reply to Notice Documents | January 8, 2022 |
| AMS and OFCCP meet to discuss results of initial mail notice | January 23, 2022 |
| OFCCP Provides Updated Contact Information to AMS | February 7, 2022 |
| AMS Mails Notice Documents (Second Mailing) | February 22, 2022 |
| Deadline for Affected Applicants to Reply to Second Notice | March 24, 2022 |
| AMS Provides List of its Determination of Eligible Applicants | April 8, 2022 |
| OFCCP Reviews and Approves Final List and Distribution Amounts | April 23, 2022 |
| AMS Mails Back pay Checks | May 23, 2022 |
| AMS Notifies OFCCP of Any Checks Returned as Undeliverable | June 22, 2022 |
| OFCCP Provides Updated Addresses for Checks Returned as Undeliverable | July 2, 2022 |
| AMS Mails Back pay Checks to New Addresses | August 1, 2022 |

**Attachment B: Timeline**

| | |
|---|---|
| Distribution of Remaining Funds to Eligible Applicants | March 14, 2023 |

**Attachment C1: Notice**

# *You may be eligible to get money because of a legal settlement between AECOM Management Services, and the U.S. Department of Labor*

We are writing to provide information about a legal settlement between the U.S. Department of Labor and AECOM Management Services ("AMS") that may benefit you. This settlement involves claims of discrimination in selection practices, and our records show that you may be one of the class members 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 salary adjustment with AMS.

## ARE YOU AFFECTED?

Black applicants who were not selected and for whom OFCCP found a hiring disparity for Aircraft Workers at AMS, between January 1, 2018 through December 31, 2019, 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 AMS's selection practices during January 1, 2018 through December 31, 2019. OFCCP is the government agency responsible for enforcing the nondiscrimination and equal employment opportunity through affirmative action requirements that apply to federal contractors. OFCCP alleges that AMS discriminated against Black applicants in hiring. AMS denies those claims. Ultimately, OFCCP and AMS have agreed to resolve the issue through a Conciliation Agreement. A Conciliation Agreement is a legal document that explains the terms of an agreement between AMS and OFCCP.

As a result, affected class members may be eligible for back pay and job offers.

## WHAT DOES THIS MEAN FOR YOU?

Because you applied for employment during the relevant time frame, and were not selected, this settlement may provide you with some specific benefits:

(1) **You may be eligible to receive a payment of at least $3,059.70** (before adjustments for taxes and payroll contributions). This amount represents your share of back wages and other payments AMS is making to settle the issues found. The final amount you will receive will be reduced by deductions for items such as income tax withholding and Social Security contributions.

(2) **You may be eligible for a job offer.** AMS will be making job offers to some of the individuals receiving this notification. It is not guaranteed that you will receive a job offer.

To get these benefits, you will need to release or agree to give up certain legal claims, and sign the enclosed forms.

## WHAT IS YOUR NEXT STEP?

You should read this Notice and the enclosed Interest and Release forms.

Please do not ignore these forms or throw them away. Otherwise, you could miss an opportunity to receive money or a job offer from AMS.

To be eligible for a payment and a job offer, you must complete and sign **both** of the enclosed forms — (1) the Information Verification and Employment Interest form and (2) the Release of Claims Under Executive Order 11246 form— and return them to:

[*Name and address for return of forms or instructions/email for electronic submission*]

**DEADLINE: The forms must be received by [INSERT specific date for First or Second Notice deadline date in Attachment D]**

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 forms, a final decision will be made about your eligibility.

**If you fail to return both of the required forms by the deadline above, or if your forms do not verify your eligibility, you will not be eligible to receive any money, consideration for job opportunities, or any other benefits that are available to you by the settlement.**

## HOW CAN YOU GET MORE INFORMATION?

If you have any questions, you may contact the Richmond Area Office at (804) 888-6714. You can also visit the U.S. Department of Labor Web site about this case at www.dol.gov./ofccp/cml.

**Attachment C2**

## INFORMATION VERIFICATION AND EMPLOYMENT INTEREST FORM

**You must complete this form in order to be eligible for the monetary payment and/or employment opportunities under the terms of the Conciliation Agreement ("Agreement") between AMS and the U.S. Department of Labor's Office of Federal Contract Compliance Programs. Please print legibly, except for the signature.**

Name: _____

Address: _____

Telephone Numbers:
Home_____Cell_____Work_____

Email Address: _____

Notify AMS at the address below if your address or phone number changes within the next twelve (12) months.

INSERT CLAIMS ADMINISTRATOR NAME
ADDRESS
EMAIL ADDRESS

Your Social Security Number (to be used for tax purposes only): _____-_____-
_____

For purposes of this settlement, it is necessary to verify your race:

[ ] Caucasian [ ] African American/Black [ ] Hispanic [ ] Asian [ ] American Indian/Alaska Native

Please indicate below whether you are currently interested in employment in an Aircraft Worker position with AMS; and if you have previously worked for AMS. If you complete, sign, and return this Information Verification and Employment Interest Form, you remain eligible for the monetary payment whether or not you are interested in employment at this time.

[ ] Yes, I am still interested in employment for the Aircraft Worker position. If I am selected for a job offer, then I would like to be contacted at the following telephone number:
_____.

[ ] No, I am not currently interested in employment with AMS for the Aircraft Worker.

[ ] I have previously worked for AMS between January 1, 2018 through December 31, 2019:
Name at time of employment: _____
Location: _____
Dates of employment:
_____

**IF YOU FAIL TO FULLY COMPLETE AND RETURN THE ENCLOSED DOCUMENTS TO THE CLAIMS ADMINISTRATOR BY [*DATE*], YOU WILL NOT BE ELIGIBLE TO RECEIVE A PAYMENT OR BE TO BE CONSIDERED FOR A JOB OFFER UNDER THE TERMS OF THIS AGREEMENT.**

I, _____, certify the above is true and correct.
(Print name)

_____ _____
Signature Date

**Attachment C3: Release Form**

**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 FROM THE SETTLEMENT*

This Release of Claims under Executive Order 11246 (*Release)* is a legal document. The document states that in return for Aecom Management Services, Inc. ("AMS") paying you money, you agree that you will not file any lawsuit against AMS for alleged hiring discrimination under Executive Order 11246. It also says that AMS does not admit it violated any laws enforced by OFCCP. 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.

In consideration of payment of $3,059.70 (less adjustments required by law) by AMS to me, which I agree is acceptable, I (print name) _____ agree to the following:

**I.**

By signing this Release, I agree that I have been made whole for any claim that could have been brought under Executive Order 11246 relating to AMS's hiring practices through the Effective Date of this Release. I hereby release AMS, its predecessors, successors, related entities, parents, subsidiaries, affiliates and organizations, and it shareholders, owners, directors, officers, employees, agents, and assigns from any claim for additional make whole relief obtained through any action based on or involving AMS's hiring practices through the effective date of this Release that could have been brought under Executive Order 11246. Here, make whole relief is defined as the total earnings lost, and includes: salary or wages, overtime, premium pay and shift differentials, incentive pay, raises, bonuses, lost sales commissions, cost-of-living increases, tips, medical and life insurance, fringe benefits, pensions, stock options, and awards.

**II.**

I understand that AMS does not agree that it treated me unlawfully or unfairly in any way and that AMS 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 described above to resolve alleged disparities in hiring and to resolve the matter without further legal proceedings in the compliance reviews initiated by OFCCP related to the facility covered by the Conciliation Agreement. I further agree that the payment of the aforesaid sum by AMS to me is not to be construed as an admission of any liability by AMS.

**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 freewill to sign this Release.

**IV.**

I understand that if I do not sign this Release and return it to AMS or the claims processor by the deadline, I will not be entitled to receive any payment (less deductions required by law).

I have signed this document of my own free will.

Signature: _____ Date: _____

Printed Name: _____