

**Conciliation Agreement
Between the
U.S. Department of Labor
Office of Federal Contract Compliance Programs
and
Rockland Bakery Inc.
94 Demarest Mill Road
Nanuet, NY 10954
OFCCP Case No. R00207574**

I. Preliminary Statement

The Office of Federal Contract Compliance Programs ("OFCCP") evaluated Rockland Bakery Inc.'s establishment located at 94 Demarest Mill Road, Nanuet, NY 10954 ("Rockland"), beginning on May 15, 2018. OFCCP found that Rockland failed to comply with Executive Order 11246, as amended ("E.O. 11246" or "Executive Order") and its respective implementing regulations at 41 CFR Parts 60-1 and 60-2.

OFCCP notified Rockland of the specific findings in a Pre-Determination Notice issued on January 19, 2021 ("PDN"). In the interest of resolving the findings without engaging in further legal proceedings and in exchange for sufficient and valuable consideration described in this document, OFCCP and Rockland 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 Rockland's fulfillment of all its obligations in this Agreement, OFCCP will not institute administrative or judicial enforcement proceedings under E.O. 11246 based on the violations alleged in the PDN. However, OFCCP retains the right to initiate legal proceedings to enforce this Agreement if Rockland 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 Rockland'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. Rockland 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 Rockland of its obligation to fully comply with the requirements of E.O. 11246, Section 503 of the Rehabilitation Act of 1973, as amended, ("Section 503"), Vietnam Era Veterans Readjustment Assistance Act, as amended, ("VEVRAA"), their implementing regulations, or other applicable laws requiring nondiscrimination or equal employment opportunity through affirmative action.
4. Rockland and OFCCP agree that any release of claims required by this Agreement will only pertain to claims under E.O. 11246.

5. Rockland 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 Rockland submits its final progress report required in Part VIII, below, unless OFCCP notifies Rockland in writing before the expiration date that Rockland 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 Rockland has met all of its obligations under the Agreement.
11. If Rockland violates this Agreement:
 - a. The procedures at 41 C.F.R. 60-1.34 will govern:
 - i. OFCCP will send Rockland a written notice stating the alleged violations and summarizing the supporting evidence.
 - ii. Rockland 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 Rockland is unable to demonstrate that it has not violated the Agreement, or if the complaint alleges irreparable injury, enforcement proceedings may be initiated immediately without issuing a show cause notice or proceeding through any other requirement contained in 41 C.F.R. Chapter 60-1.
 - iv. In the event of a breach of this Agreement by Rockland, 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. Rockland 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. This Agreement does not constitute an admission by Rockland of any violation of the E.O. 11246, Section 503, VEVRAA, or other laws, nor has there been an adjudicated finding that Rockland violated any laws.
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. Discrimination Violation(s)

1. **VIOLATION:** OFCCP's review of Rockland's hiring practices for the period of January 1, 2017, through December 31, 2017, shows that Rockland discriminated against Blacks by denying them hire into Cashier positions, in violation of Section 202, Paragraph 1 of Executive Order 11246, as amended, and 41 CFR §60-1.4(a)(1). OFCCP found that the hiring disparity was caused by Rockland's word-of-mouth employee referral and recruitment system.
2. **VIOLATION:** OFCCP's review of Rockland's hiring practices for the period of January 1, 2017, through December 31, 2017, shows that Rockland discriminated against Blacks by denying them hire into Packer positions, in violation of Section 202, Paragraph 1 of Executive Order 11246, as amended, and 41 CFR §60-1.4(a)(1). OFCCP found that the hiring disparity was caused by Rockland's word-of-mouth employee referral and recruitment system.
3. **VIOLATION:** OFCCP's review of Rockland's hiring practices for the period of January 1, 2017, through December 31, 2017, shows that Rockland discriminated against Asians by denying them hire into Packer positions, in violation of Section 202, Paragraph 1 of Executive Order 11246, as amended, and 41 CFR §60-1.4(a)(1). OFCCP found that the hiring disparity was caused by Rockland's word-of-mouth employee referral and recruitment system.

4. **VIOLATION:** OFCCP's review of Rockland's hiring practices for the period of January 1, 2017, through December 31, 2017, shows that Rockland discriminated against females by denying them hire into Packer positions, in violation of Section 202, Paragraph 1 of Executive Order 11246, as amended, 41 CFR §60-1.4(a)(1), and 41 CFR 60-20.2(b). OFCCP found that the hiring disparity was caused by Rockland's word-of-mouth employee referral and recruitment system.
5. **VIOLATION:** OFCCP's review of Rockland's hiring practices for the period of January 1, 2017, through December 31, 2017, shows that Rockland discriminated against Asians by denying them hire into Baker positions, in violation of Section 202, Paragraph 1 of Executive Order 11246, as amended, and 41 CFR §60-1.4(a)(1). OFCCP found that the hiring disparity was caused by Rockland's word-of-mouth employee referral and recruitment system.
6. **VIOLATION:** OFCCP's review of Rockland's hiring practices for the period of January 1, 2017, through December 31, 2017, shows that Rockland discriminated against females by denying them hire into Baker positions, in violation of Section 202, Paragraph 1 of Executive Order 11246, as amended, 41 CFR §60-1.4(a)(1), and 41 CFR 60-20.2(b). OFCCP found that the hiring disparity was caused by Rockland's word-of-mouth employee referral and recruitment system.

IV. Financial Remedy

1. Settlement Fund

- a. **Settlement Fund Account.** Within Twenty (20) days after the Effective Date, Rockland will deposit a total of \$850,000 in an FDIC-insured account maintained by Rockland. By the deadline set forth in the Timeline, Rockland 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, Rockland will provide OFCCP with copies of bank records showing the current balance of the account, and list of transactions. The settlement fund is a negotiated amount that represents estimated back pay and accrued interest. Rockland's share of taxes on the portion representing back pay (such as federal, state and/or local taxes and Federal Insurance Contributions Act (FICA)) is not part of the Settlement Fund. Rockland will be responsible for any banking account fees.
- b. **Specific Settlement Fund Amounts.** The total Settlement Fund amount includes \$739,500 in back pay and \$110,500 in interest to resolve specific violations set forth above.

2. Allocation

- a. **Total Amount to be Allocated.** The back pay and interest amounts of the Settlement Fund will be distributed among the eligible individuals 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 Individuals Eligible to Receive Payments.** The Settlement Fund will be distributed to all the individuals (identified in Attachment A) who timely respond to the Notice Process as explained below, and whose eligibility is verified ("Eligible Class Members"). These individuals will be listed on the Final List of Eligible Class Members ("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 Rockland.
- c. **Individual Payment Amounts.** Each Eligible Class Member will receive an equal share of the Settlement Fund identified in Part IV.1 above.
- d. **Payments to Eligible Class Members.** OFCCP will provide Rockland a list of the payment amount for each Eligible Class Member on the Final List by the date set forth on the Timeline. Rockland will issue checks to each Eligible Class Member 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, Rockland will make a second distribution in equal shares to all Eligible Class Members who cashed their first check. If any checks remain uncashed 180 days after the second distribution, Rockland will deposit the monies within sixty (60) days with the New York State, Office of State Comptroller, Office of Unclaimed Funds, or with the equivalent state agencies of the last known addresses for the Eligible Class Member, in accordance with any and all applicable laws and regulations. No portion of the settlement fund shall revert back, directly or indirectly, to Rockland or any affiliate.
- e. **Tax Payments, Forms and Reporting.** Rockland will pay those taxes that an employer is legally required to pay, such as the matching amount of social security and Medicare taxes and shall pay such taxes from additional funds separate from the Settlement Fund. Rockland shall mail to each Eligible Class Member 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 Class Members either at the time of payment or at the end of the year. No

Eligible Class Members will be required to complete a W-4 or W-9 in order to receive payments under this settlement.

3. Notice Process

- a. **OFCCP and Rockland's Obligations under the Notice Process.** The Notice Process set forth in this Agreement is intended to provide Affected individuals a meaningful opportunity to understand their rights and obligations and act on them in a timely manner. This includes providing notice through multiple channels if appropriate and providing technical assistance to Affected individuals seeking information about their rights and obligations under this Agreement. As specified in the Timeline and as otherwise necessary to fulfill this Agreement, Rockland 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 Rockland agree not to unreasonably withhold consent to reasonable modifications proposed by either party.
- b. **Notice Documents.** Rockland will distribute to the individuals identified in Attachment A the Notice Documents contained in Attachment C.
- 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. **Contact Information for the Affected Individuals.** OFCCP shall provide Rockland with complete contact information on the individuals identified in Attachment A by the date set forth in the Timeline.
- e. **Distribution of Mail Notice to Affected Individuals.** Rockland will provide notice by regular first-class mail. Rockland will send copies of all of the Notice Documents as defined above, including a postage-paid return envelope, by first class mail to the mailing address provided by OFCCP for each of the individuals identified in Attachment A, by the date set forth in the Timeline. If envelopes from the initial mail notice are returned with forwarding addresses, Rockland will re-mail the Notice Documents within five (5) days of receipt of the forwarding address.
- f. **Notice Deadline.** The final deadline for any eligible individual 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.
- g. **Technical Assistance.** The parties will timely respond to any inquiries from Affected individuals 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. Rockland will provide OFCCP contact information to any Affected individual with questions or concerns.

- h. **Exchange of Information Regarding Affected Individuals.** Rockland and OFCCP will timely exchange information regarding Affected individuals identified in Attachment A, including updated contact information and the results of any technical assistance provided.
- i. **Final List of Eligible Class Members.** The Final List will include all eligible individuals 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 individuals 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. Upon request, Rockland will provide OFCCP with information in its possession that OFCCP has reasonably determined to be necessary to determine the Final List.
- j. **Documentation of Payments.** By the deadline set forth in the Timeline, Rockland 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, Rockland will provide a similar documentation on the second distribution.
- k. **Rockland's Expenses.** Rockland 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

- a. **Description of Job Opportunities.** As vacancies occur in the positions listed in Attachment D, Rockland shall make bona fide job offers, with retroactive seniority, to Eligible Class Members who have expressed interest in employment until 4 Black applicants are hired into Cashier positions, 15 female, 5 Asian, and 12 Black applicants are hired into the various "Packer" positions, and 10 female and 6 Asian applicants are hired into the "Baker" positions, or the list of Eligible Class Members is exhausted, whichever comes first. Until that time, these Eligible Class Members will have priority over all other candidates for hire into the positions listed in Attachment D. As vacancies occur in the positions listed in Attachment D, Rockland shall contact the Eligible Class Members who have expressed interest in employment with a written job offer in the order in which they submitted their Information Verification and Employment Interest Form.

- b. Once the list of Eligible Class Members is exhausted and if Rockland has not been able to hire 4 Black applicants into Cashier positions, 10 female and 6 Asian applicants into the Baker positions, and 15 female, 5 Asian, and 12 Black applicants into the Packer positions, Rockland will make all good faith efforts to recruit qualified Black, female, and Asian applicants for the positions listed in Attachment D from the outreach and recruitment sources listed in Attachment E as well as through the state workforce agency job bank or a local employment service delivery system ("ESDS") serving the location where the openings occur to reach a placement goal of 4 Black applicants hired into Cashier positions, 10 female and 6 Asian applicants hired into the Baker positions, and 15 female, 5 Asian, and 12 Black applicants hired into the Packer positions. Rockland may add additional sources to Attachment E but must notify OFCCP within thirty (30) days of each addition. Rockland and OFCCP may also mutually agree to the removal of recruitment sources from Attachment E if more effective sources are identified to replace them or if a source is determined to be unproductive.
- c. The report-to-work date for individuals hired pursuant to this Agreement shall be no later than fourteen (14) days after the date the written job offer is accepted. The individual must report to work on the day designated or provide Rockland notice of good cause for their absence on or before that date. If good cause is provided, the individual must report to work within five (5) days of the original designated start date. Otherwise, Rockland may withdraw the job offer and shall be under no obligation to hire the individual under this Agreement.

Rockland agrees to pay individuals hired under this provision at least the current entry level wage based on the individual's qualifications for the position and provide all regular and on-the-job training currently provided to employees in that position.

- d. **Reporting.** Rockland will document the job offers and hires, including job offers made, reasons for rejection, and Eligible Class Members hired and terminated during the monitoring period as set forth in Part VIII below.

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

1. **Eliminate Discriminatory Recruitment and Selection Procedures.** Rockland agrees to immediately cease using any recruitment or selection procedure that has an adverse impact against Females, Asians, and Blacks unless validated in accordance with the Uniform Guidelines on Employee Selection Procedures. Within thirty (30) days of the Effective Date of this Agreement, Rockland will develop and implement a written recruitment and selection procedure for the Cashier, Packer, and Baker positions listed in Attachment D that will include the following elements:
- a. Rockland will not employ a word-of-mouth employee referral practice to recruit or hire new employees.
 - b. Rockland will create and maintain a method of external recruitment that includes at a minimum informing the outreach and recruitment sources listed in Attachment E and the ESDS serving the location where the openings occur of any Cashier,

- Packer, and Baker openings and providing individuals using these sources an opportunity to apply for the openings.
- c. Rockland will designate a time period for individuals to submit applications for each opening in the Cashier, Packer, and Baker positions in Attachment D; which cannot be shorter than five (5) days from the date the opening is posted. Rockland will not fill any position until after the application period closes.
 - d. Rockland will create a job description and selection process for each job title listed in Attachment D that describes the essential functions, the minimum qualifications, if any, and the criteria used in each step of the hiring process, including any application steps, screens, interviews, or other selection procedure.
 - e. Rockland will develop specific, job-related qualification standards for each position in Attachment D that reflect the duties, functions, and competencies of the positions.
 - f. Rockland will list clearly on its recruiting materials and job postings the minimum qualifications, if any.
 - g. Rockland will ensure all policies and qualification standards are uniformly applied to all applicants.
2. **Applicant Tracking.** Rockland will maintain procedures for applicant tracking to ensure that all applicants are tracked and decisions are documented at each step in the application and selection process. Rockland will identify each person and job title that is responsible for creating and maintaining applicant and hiring records. Rockland will permit OFCCP access to its applicant and hiring records.
3. **Training.** Within sixty (60) days of the Effective Date of this Agreement and annually thereafter for three years, Rockland will train those individuals involved in any way in recruiting, selecting, and tracking applicants for all Cashier, Baker, and Packer positions in Attachment D on the written recruitment, requisition, and selection policy developed pursuant to Part V.1 above and applicant tracking procedures. To ensure compliance with Rockland's non-discrimination and equal employment obligations in all aspects of the hiring process, the training will include instruction in: (1) the proper implementation of the recruitment, tracking, and selection procedures; (2) neutral application of the specified qualifications and criteria that will be used at each step in the hiring process; (3) the procedures to be used to document the decision made at each step in the hiring process; and (4) 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.
4. **Workplace Consultant.** Rockland will retain a third-party consultant ("Consultant") mutually agreed upon by OFCCP with experience applicable to the industry for the purpose of:

- a. Evaluating Rockland's policies, procedures, and practices relating to recruitment and hiring for Cashier, Baker, and Packer positions in Attachment D for neutral job recruitment, selection, and placement.
 - b. Developing policies that provide greater transparency and ensure equal access to opportunities for all eligible and willing applicants and employees regardless of sex, race, ethnicity, or national origin with regard to Cashier, Baker, and Packer positions in Attachment D.
 - c. Enhancing Rockland's methods of external recruitment, including developing additional outreach and recruitment resources, to help ensure equal access to job opportunities.
 - d. Developing workplace specific training for Rockland that addresses and enhances its affirmative action and equal employment opportunity compliance in Rockland's recruitment and hiring practices.
5. Rockland will retain the Consultant within ninety (90) days of the Effective Date of this Agreement. The Consultant will have the relevant educational background and substantial experience in developing and implementing job-related and neutral employee recruitment and hiring practices.
6. Within one hundred twenty (120) days of the Effective Date of this Agreement, the Consultant will submit to Rockland and OFCCP a proposal that describes the methodology to be used in the evaluation. The proposal will estimate the time necessary to conduct a comprehensive evaluation of Rockland's practices and write a report containing the Consultant's findings and recommendations.
7. Within five (5) days of the Consultant completing the written report, Rockland will provide a copy of the Consultant's report to OFCCP and will consider in good faith all comments about the Consultant's recommendations made by OFCCP. Rockland will implement the recommendations in the Consultant's report along with any modifications made pursuant to OFCCP's comments as soon as practicable, but no later than one hundred twenty (120) days from receiving the report.
8. Within ninety (90) days of receiving the Consultant's report, Rockland will train all individuals involved in any way in recruiting, selecting, and tracking applicants for the Cashier, Baker, and Packer positions in Attachment D on any revisions to its recruitment, requisition, and selection processes or policies. Within ten (10) days of completing the training, Rockland will confirm to OFCCP that the training was completed.
9. **Self-monitoring/Auditing:** On an annual basis for three years, Rockland will monitor the recruiting and selection process for the Cashier, Baker, and Packer positions in Attachment D for any indication of adverse impact based on race/ethnicity or gender. Rockland will not deem any part of this monitoring and self-analysis as privileged.

If adverse impact is identified in the total selection process, Rockland will evaluate each individual component of the selection process for adverse impact. If adverse impact is found to exist in any of the individual components of the selection process, Rockland will validate each such component in accordance with the Uniform Guidelines on Employee Selection Procedures or utilize selection procedures that do not result in adverse impact.

VII. Technical Violations and Remedies

1. **VIOLATION:** During the review period of January 1, 2017, to December 31, 2017, Rockland failed to perform in-depth analyses of its total employment process to determine whether and where impediments to equal employment opportunity exist, in violation of 41 CFR § 60-2.17(b)(2).

REMEDY: Rockland will perform in-depth analyses of its total employment process to determine whether and where impediments to equal employment opportunity exist. Specifically, Rockland will evaluate its hiring activity to determine whether there are gender, race, or ethnicity-based selection disparities for the Cashier, Baker, and Packer positions in Attachment D in accordance with the requirements of 41 CFR § 60-2.17(b)(2). Rockland will not deem any part of these analyses as privileged.

2. **VIOLATION:** During the review period of January 1, 2017, to December 31, 2018, Rockland failed to execute action-oriented programs designed to correct any problem areas identified, in violation of 41 CFR § 60-2.17(c).

REMEDY: Rockland will develop and execute action-oriented programs designed to correct any problem areas identified pursuant to 41 CFR § 60-2.17(b), in accordance with the requirements of 41 CFR § 60-2.17(c). In order for these action-oriented programs to be effective, Rockland will ensure that they consist of more than following the same procedures that have produced the alleged gender, race, or ethnicity-based selection disparities for the Cashier, Baker, and Packer positions in Attachment D. Furthermore, Rockland will demonstrate that it has made good faith efforts to remove identified barriers, if any, expand employment opportunities, and produce measurable results. Specifically, Rockland will review its outreach and recruitment activities, assess their effectiveness, and document this review, in accordance with 41 CFR § 60-2.17. Rockland will undertake appropriate external outreach and positive recruitment activities that are reasonably designed to effectively recruit diverse applicants into the Cashier, Baker, and Packer positions in Attachment A. Rockland will, at a minimum, use the outreach sources in Attachment E of this Agreement to recruit qualified applicants for impacted positions.

3. **VIOLATION:** During the review period of January 1, 2017, to December 31, 2018, Rockland failed to develop and implement an internal auditing system that periodically measures the effectiveness of its total affirmative action program, in violation of 41 CFR § 60-2.17(d)(1)-(4).

REMEDY: Rockland will develop and implement an auditing system to measure the effectiveness of its total affirmative action program, in accordance with 41 CFR § 60-2.17(d)(1)-(4). Rockland will not deem any part of its auditing system as privileged.

Specifically, Rockland will:

1. 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;
 2. Require internal reporting on a scheduled basis as to the degree to which equal employment opportunity and organization objectives are attained;
 3. Review report results with all levels of management; and
 4. Advise top management of program effectiveness and submit recommendations to improve unsatisfactory performance.
4. **VIOLATION:** During the review period of January 1, 2017, to December 31, 2017, Rockland failed to perform an in-depth analyses of its total employment process to determine whether and where impediments to equal employment opportunity exist, this resulted in Rockland not evaluating its selection process for adverse impact, as required by 41 CFR §60-3.4.

REMEDY: Rockland will ensure that all records or other information which will disclose the impact of its selection procedures on employment opportunities are maintained and evaluate its selection process for disparate impact, including its recruitment and selection process for the Cashier, Baker, and Packer positions in Attachment D, in accordance with the requirements of 41 CFR §60-3.4. In particular, Rockland will collect, maintain, and have available for each job, records or other information showing whether the total selection process for that job has an adverse impact. The adverse impact determinations will be conducted by gender and for each race or ethnic group that constitutes 2 percent or more of the labor force in the relevant labor area or 2 percent of the applicable workforce. When the total selection process for a job has an adverse impact, Rockland will maintain and have available records or other information showing which components have an adverse impact, including one or more of the types of documentation of validity evidence identified in 41 CFR 60-3.15A(3)(a). Rockland will not deem any part of its adverse impact analysis or determinations as privileged.

VIII. OFCCP Monitoring Period

1. **Recordkeeping.** Rockland agrees to retain all records relevant to the alleged violations cited in Parts III and VII 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. Rockland will retain the records until this Agreement expires or for the time period consistent with regulatory requirements, whichever is later.
2. **Rockland Reports.** Rockland will submit the below specified reports to:

District Director
U.S. Department of Labor, OFCCP
New York District Office
26 Federal Plaza, Suite 36-116
New York, NY 10278

Rockland 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 Rockland provides in accordance with this agreement are customarily kept private or closely held, and Rockland believes should remain confidential under Exemptions 4 and/or 6 of FOIA in the event of a FOIA request, Rockland 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 to the maximum extent by law.

- a. Within sixty (60) days of the Effective Date of this Agreement, Rockland will submit a copy of the written recruitment, requisition, and selection policy developed pursuant to Part VI.1 of this Agreement.
- b. Within ninety (90) days of the Effective Date of this Agreement, pursuant to Part VI.2 of this Agreement, Rockland will submit documentation that all individuals involved in any way in recruiting, selecting, and tracking the Cashier, Baker, and Packer positions in Attachment D have received training on the written recruitment, requisition, and selection policy and the applicant tracking system. The documentation will include the dates of the training, the names and job titles of all attendees, an outline of the topics discussed during the training, and the name and job title of each person who conducted the training.
- c. Within sixty (60) days of the Effective Date of this Agreement, pursuant to Part VI.2, Rockland will certify to OFCCP that it has implemented procedures and an applicant tracking system to ensure that all applicants are tracked and decisions are documented at each step in the application and selection process.

- d. **Schedule and Instructions for Annual Progress Reports.** Rockland will submit three annual progress reports ("Progress Report"). The first Progress Report will be due on January 31, 2024. Each subsequent report will be due on January 31st of that year. Each report will utilize applicant and hiring activity data covering the previous affirmative action plan year. For example, if Rockland maintains a calendar year plan, the first report due on January 31, 2024, will cover applicant and hiring activity data from January 1, 2023, through December 31, 2023. Rockland will maintain the same affirmative action plan year while this Agreement is in place. Rockland will submit the following in each Progress Report:
- i. The total number of applicants, job offers, and hires and the breakdown by gender, race, and ethnic group of applicants, job offers, and hires for the Cashier, Baker, and Packer positions in Attachment D during the reporting period. The documentation must include whether the applicant was screened, interviewed, disposition, date of offer (if applicable), date of hire (if applicable), reason for non-selection (if applicable), applicant's reason for rejection of offer (if applicable and known), and recruitment source.
 - ii. Rockland's self-analysis of its recruitment and selection process for adverse impact, pursuant to Part VI.3 of this Agreement, for all of the Cashier, Baker, and Packer positions in Attachment D.
 - iii. If pursuant to Rockland's self-analysis under Part VI.3 of this agreement, adverse impact is identified in the total selection process, Rockland will submit its adverse impact analysis of its total selection process as well as its adverse impact analysis into each individual component of its selection process. Rockland will submit an explanation of all actions taken by Rockland upon determining that any component of the selection process has an adverse impact, including, but not limited to, submitting its validation study of each such component in accordance with the Uniform Guidelines on Employee Selection Procedures, if applicable, or explaining any change Rockland implemented in its selection procedures that do not result in adverse impact.
- e. **Affirmative Action Programs.** Rockland will submit its current year AAP for E.O. 11246 with each Progress Report.
- f. **Reports on Job Offers.** In each Progress Report, Rockland will report on all job offers and hires made to date pursuant to the Agreement until all of the Cashier, Baker, and Packer job opportunities as identified in Part V.1 are filled or the list of Eligible Class Members expressing interest in the positions is exhausted. This includes:
- i. Documentation of all job offers made to Eligible Class Members, 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, and the starting pay.
 - ii. Documentation of Eligible Class Members who expressed interest in job offers who did not successfully complete the application process, including the names

of these individuals, the date of their application, if any, and the reason Rockland determined they did not successfully complete the application process.

- iii. Documentation of Eligible Class Members who were hired and terminated during the life of this Agreement and the reason for the termination.
- iv. Documentation of the number of available positions remaining to be filled and the number of Eligible Class Members still on the list.
- v. Documentation of the start dates for Eligible Class Members who were hired.
- vi. If Rockland 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.

- g. **Reports on Modifications to Personnel Practices.** In each Progress Report, Rockland will report on all modifications to its recruitment and selection procedures made since providing its last Progress Report. If Rockland has not modified its recruitment and selection procedures since providing its last Progress Report, a statement to that effect is sufficient.

IX. Signatures

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

This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and Rockland Bakery Inc.

<p>(b) (6), (b) (7)(C)</p> <p>Mike Battaglia Owner/Director of Sales Rockland Bakery Inc. Nanuet, NY 10954-2921</p> <p>DATE: <u>04/27/2022</u></p>	<p>(b) (6), (b) (7)(C)</p> <p>Diana Sen Regional Director OFCCP-Northeast Region</p> <p>DATE: <u>04/28/2022</u></p>
<p>(b) (6), (b) (7)(C)</p> <p>Rubayyi Salaam District Director New York District Office OFCCP-Northeast Region</p> <p>DATE: <u>4 / 28 / 2022</u></p>	<p>(b) (6), (b) (7)(C)</p> <p>(b) (6), (b) (7)(E) Compliance Officer New York District Office OFCCP-Northeast Region</p> <p>DATE: <u>04/28/2022</u></p>

Attachments:

- A. List of Affected Individuals
- B. Timeline
- C. Notice Documents
- D. Cashier, Baker, and Packer Positions
- E. Required Recruitment Sources

ATTACHMENT A

List of Affected Individuals

No.	First Name	Last Name
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**ATTACHMENT B
 TIMELINE**

Activity	Date
Rockland Provides Documentation of Establishment of Settlement Fund, 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	TBD (20 days from the Effective Date)
Rockland Mails First Notice Documents	TBD (60 days from the Effective Date)
Postmark Deadline for Affected Individuals to Reply to First Notice	TBD (90 days from the Effective Date)
Rockland Notifies OFCCP of Undeliverable Mailings and Affected Individuals That Have Not Responded to the Notice Documents	TBD (120 days from the Effective Date)
OFCCP Provides Updated Contact Information to Rockland	TBD (140 days from the Effective Date)
Rockland Mails Second Notice Documents	TBD (160 days from the Effective Date)
Postmark Deadline for Affected Individuals to Reply to Second Notice	TBD (190 days from the Effective Date)
Rockland Provides OFCCP List of its Determination of Eligible Class Members	TBD (200 days from the Effective Date)
OFCCP Reviews and Approves Final List and Distribution Amounts	TBD (210 days from the Effective Date)
Rockland Mails Back Pay Checks	TBD (230 days from the Effective Date)
Rockland notifies OFCCP of Any Checks Returned as Undeliverable	Within 15 days of receipt of undeliverable notice
OFCCP Provides Updated Addresses	Within 21 days of Rockland Notifying OFCCP of Any Checks Returned Undeliverable
Rockland Mails Back Pay Checks to New Addresses	Within 21 Days of OFCCP Providing Updated Addresses
Rockland Deposits Uncashed Funds from Second Distribution with the New York State, Office of State Comptroller, Office of Unclaimed Funds, or with the Equivalent State Agencies of the Last Known Addresses for the Eligible Employees	Between 180 and 240 Days after the Second Distribution of Remaining Uncashed Funds
Rockland will Provide OFCCP with Copies of Cancelled Checks or Electronic Documentation of All Payments to Eligible Employees	200 Days from Distribution of Remaining Funds

ATTACHMENT C-1

NOTICE TO AFFECTED CLASS

[Rockland's Letter Head]

[Date]

[Affected Individual Name]
[Affected Individual Address]

Dear [Affected Individual Name]:

Rockland Bakery Inc. (Rockland) and the Department of Labor have entered into an Agreement to remedy Rockland's alleged discrimination against female, Black, and Asian applicants for Baker, Cashier, or Packer positions. Rockland has not admitted to discriminating and there has not been any decision finding that Rockland violated any laws. The Department of Labor and Rockland entered into the Agreement to resolve the matter without going to court.

We are writing you because you have been identified as a potentially affected individual who was not hired by Rockland. As part of this Agreement, you are eligible to receive a distribution of at least \$ [minimum equal distribution amount] less lawful payroll deductions. Under the terms of this Agreement, it may take up to eight months from the date of this letter before you receive your distribution. In order to be eligible for a payment, you must complete, sign, and return the enclosed forms. The form(s) should be mailed as soon as possible to the address below. **In order for you to be eligible to participate in the settlement, your documents must be postmarked by [insert date by which class members must respond].**

**[Name]
[Rockland Position]
[Rockland Address]**

You may use the enclosed postage-paid return envelope to return the completed and signed the forms.

In addition to the monetary distribution, Rockland will be making job offers for Baker, Cashier, - and Packer positions to a limited number of individuals receiving this notification. It is not certain that you will receive a job offer. If you are interested in employment with Rockland, please check the appropriate box on the enclosed Information Verification and Employment Interest Form. Those receiving this notice will be considered for positions in the order that Rockland receives the Information Verification and Employment Interest Form expressing an interest in employment. If you have any questions you may call [insert name] at Rockland at [insert phone number], or Compliance Officer (b) (6), (b) (7)(E) at (b) (6), (b) (7)(C) or (b) (6), (b) (7)(C)@DOL.GOV. Your call will be returned as soon as possible.

IF YOU FAIL TO COMPLETE AND RETURN THE ENCLOSED DOCUMENTS TO ROCKLAND BY [insert date by which class members must respond], YOU WILL NOT BE ELIGIBLE TO RECEIVE A PAYMENT OR TO BE CONSIDERED FOR A JOB OFFER.

Sincerely,

[Rockland Name]

Enclosures
Information Verification and Employment Interest Form
Release of Claims Form

ATTACHMENT C-2

INFORMATION VERIFICATION & 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 Rockland Bakery, Inc. (Rockland) and the Department of Labor's Office of Federal Contract Compliance Programs. Please print legibly, except for the signature.

Name: _____

Address: _____

Telephone Nos.: Home: _____ Cell: _____ Work: _____

Email: _____

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

Notify Rockland at the address below if your address, email address or phone number changes within the next twelve months.

[Name]
[Address]

Please indicate below whether you are currently interested in employment in a Baker, Cashier, or Packer positions with Rockland. 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 interested in employment with Rockland as a:

☐ Baker ☐ Cashier ☐ Packer

☐ No, I am not currently interested in employment with Rockland as a Baker, Cashier, or Packer.

IF YOU FAIL TO COMPLETE AND RETURN THE ENCLOSED DOCUMENTS TO

**THE ADDRESS BELOW BY [insert date by which class members must respond] YOU
WILL NOT BE ELIGIBLE TO RECEIVE A PAYMENT OR TO BE CONSIDERED FOR
A JOB OFFER.**

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

Signature

Date

ATTACHMENT C-3

RELEASE OF CLAIMS UNDER EXECUTIVE ORDER 11246, AS AMENDED

This Release of Claims (Release) under Executive Order 11246, as amended, is a legal document. This document states that in return for Rockland Bakery, Inc. (Rockland) paying you money, you agree that you will not file any lawsuit against Rockland for allegedly violating Executive Order 11246, as amended, in connection with its hiring for Baker, Cashier, or Packer positions. It also says that Rockland 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.

In consideration of the payment of at least \$5,629.14 (less deductions required by law) by Rockland to me, which I agree is acceptable, I, (print name) _____, agree to the following:

I.

I hereby waive, release and forever discharge Rockland, its predecessors, successors, related entities, parents, subsidiaries, affiliates and organizations, and its and their shareholders, directors, officers, employees, agents, successors, insurers, 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 had which relate to my non-selection for employment as a Baker, Cashier, or Packer positions on the basis of my race or gender at any time through the effective date of this Release. By signing this agreement, I agree that I have been made whole for any claim that could have been brought Executive Order 11246, as amended, relating to my non-selection with Rockland through the Effective Date of this Release.

II.

I understand that Rockland denies that it treated me unlawfully or unfairly in any way and that Rockland 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 review initiated by OFCCP on May 15, 2018. I further agree that the payment of the aforesaid sum by Rockland to me is not to be construed as an admission of any liability by Rockland.

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.

IV.

I understand that if I do not sign this Release and return it to the contact listed on the enclosed Notice to Affected Class Members, by the deadline listed on the Notice, I will not be entitled to receive any payment (less deductions required by law) from Rockland.

IN WITNESS WHEREOF, I have signed this document on this ____ day of _____,
20__.

Printed Name

Signature

ATTACHMENT D

Cashier, Baker, and Packer Positions

Cashier
Cashier
Baker
Bakerbagel
Bakerbread
Bakerdonuts
Bakerpastry
Bakerbread (Union)
Utility
Packer
Hand Packer
Overnight Route Packer
Overnight Route Pack
Packing AM
Packing PM
Shipping and Receiving
Slicing & Packaging

ATTACHMENT E

Required Recruitment Sources

Organization Name	Address	Website	Point of Contact	E-Mail Address	Phone Number
JM Murray/Employment Connection	4059 Rte. 281, Cortland, NY 13045	http://www.jmmurray.com/	(b) (6), (b) (7)(C) (b) (6), (b) (7)(C)	(b) (6), (b) (7)(C) @jmmurray.com	(b) (6), (b) (7)(C)
Mount Vernon Employment Center	130 Mt Vernon Ave, 1st floor, Mt. Vernon, NY, 10550	westchesterputnamonestop.com	Thom Kleiner, Executive Director	(b) (6), (b) (7)(C) @westchestergov.com	(b) (6), (b) (7)(C)
Orange County Employment and Training	18 Seward Ave, Middletown, NY, 10940	orangecountygov.com/352/Employment-Training	Stephen Knob, Director	(b) (6), (b) (7)(C) @co.orange.ny.us	(845) 346-1107
Orange County Employment and Training	3 Washington Center, 4th Floor, Newburgh, NY, 12550	orangecountygov.com/352/Employment-Training	Stephen Knob, Director	(b) (6), (b) (7)(C) @co.orange.ny.us	(845) 568-5381
Rockland BOCES - Culinary Arts	65 Parrott Road, Building #3, West Nyack, NY 10994	https://www.rocklandboces.org/career-technical-education/culinary-arts/	(b) (6), (b) (7)(C) WorkSpace Coordinator	(b) (6), (b) (7)(C) @boces.org	(b) (6), (b) (7)(C)
Rockland Works	131 N Midland Ave, Nyack, NY 10960	rocklandworks.org		rocklandworks@rboces.org	(845) 770-2900

Organization Name	Address	Website	Point of Contact	E-Mail Address	Phone Number
Westchester-Putman Career Center Network	110 Old Rte. 6, Building 3, Carmel, NY, 10512	westchesterputnamonestop.com/	Thom Kleiner, Executive Director	(b) (6), (b) (7)(C)@westchestergov.com	(914) 995-3707
Adult Learning Center of Bergen County College	355 Main Street, Hackensack, NJ 07601	http://www.bergen.edu	(b) (6), (b) (7)(C)		(201) 489-1551
Bergen One Stop Career Center	60 State St, Hackensack, NJ 07601	bergenjobcenter.com	Lynda Wolf, Director	info request form on the website	(201) 329-9600
Somerset County Vocational & Technical Institute	14 Vogt Drive, PO Box 6350, Bridgewater, NJ 08807	http://www.scvths.org/	(b) (6), (b) (7)(C)		(908) 526-8900
Team Management 2000, Inc.	84 Main Street, Hackensack, NJ 07470	http://www.tm2kinc.org/	(b) (6), (b) (7)(C)	@tm2kinc.org	(201) 487-4700
Urban League of Morristown	300 Madison Avenue, Suite A, Morristown NJ 07960	http://www.ulmcnj.org/	(b) (6), (b) (7)(C)		(973) 538-1595
Women's Rights Information Center	108 W Palisades Avenue, Englewood, NJ 07631	http://www.womensrights.org	(b) (6), (b) (7)(C)		(201) 568-1166