

Conciliation Agreement
Between the
U.S. Department of Labor Office of Federal Contract Compliance Programs
and
Mission Linen Supply
7520 Reese Rd
Sacramento CA 95828
OFCCP Case No. R00305060

I. Preliminary Statement

The Office of Federal Contract Compliance Programs (OFCCP) evaluated Mission Linen Supply's (Mission) establishment located at 7520 Reese Rd, Sacramento CA 95828, beginning on May 20, 2022. OFCCP found that Mission failed to comply with Executive Order 11246, as amended (E.O. 11246 or the Executive Order), Section 503 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 793 (Section 503), and/or the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. § 4212 (VEVRAA) and their respective implementing regulations at 41 CFR 60-2.17(b) and (c), 41 CFR 60-300.44(f), and 41 CFR 60-741.44(f).

OFCCP notified Mission of the specific violation(s) and the corrective action(s) required in a Notice of Violation (NOV) issued on August 8, 2022.

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

II. General Terms and Conditions

1. In exchange for Mission's fulfillment of all its obligations in this Agreement, OFCCP will not institute administrative or judicial enforcement proceedings under E.O. 11246, Section 503, and/or VEVRAA based on the violation(s) alleged in the NOV. However, OFCCP retains the right to initiate legal proceedings to enforce this Agreement if Mission violates any provision of this Agreement, as set forth in Paragraph 10, below. Nothing in this Agreement precludes OFCCP from initiating enforcement proceedings based on future compliance evaluations or complaint investigations.
2. OFCCP may review Mission'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. Mission will permit access to its premises during normal business hours for these purposes and will provide OFCCP with all hard copy or electronic reports and documents OFCCP requests, including those specified in this Agreement.
3. Nothing in this Agreement relieves Mission 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. Mission agrees that it will not retaliate against any potential or actual beneficiary of this Agreement or against any person who files a complaint, who has provided information or assistance, or who participates in any manner in any proceeding in this matter.
5. The parties understand the terms of this Agreement and enter into it voluntarily.
6. This Agreement constitutes the entire Agreement and represents the complete and final understanding of the parties. This Agreement contains all of the terms binding the parties and it supersedes all prior written and oral negotiations and agreements. Any modifications or amendments to this Agreement 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.
7. This Agreement becomes effective on the day it is signed by the District Director (Effective Date).
8. If one or more provisions of this Agreement is deemed unlawful or unenforceable, the remaining provisions will remain in full force and effect.
9. This Agreement will expire sixty (60) days after Mission submits its final progress report required in Section IV, below, unless OFCCP notifies Mission in writing before the expiration date that Mission 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 Mission has met all of its obligations under the Agreement.
10. If Mission violates this Agreement:
 - a. The procedures at 41 C.F.R. 60-1.34, 41 C.F.R. 60-300.63, and 41 C.F.R. 60-741.63 will govern:
 - i. OFCCP will send Mission a written notice stating the alleged violation(s) and summarizing any supporting evidence.
 - ii. Mission 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 Mission is unable to demonstrate that it has not violated the Agreement, or if OFCCP alleges irreparable injury, enforcement proceedings may be initiated immediately without issuing a show cause notice or proceeding through any other requirement.

- iv. In the event of a breach of this Agreement by the Mission, OFCCP may elect to proceed to a hearing on the entire case and seek full make-whole relief, and not be limited to the terms in the Agreement.
 - b. Mission may be subject to the sanctions set forth in Section 209 of the Executive Order, 41 C.F.R. 60-1.27, 41 C.F.R. 60-741.66, or 41 C.F.R. 60-300.66, and/or other appropriate relief for violating this Agreement.
- 11. Mission does not admit any violation of the Executive Order, Section 503 or VEVRAA, nor has there been an adjudication on the merits regarding any such violation.
- 12. OFCCP may seek enforcement of this Agreement itself and is not required to present proof of any underlying violations resolved by this Agreement.
- 13. The parties understand and agree that nothing in this Agreement is binding on other governmental departments or agencies other than the United States Department of Labor.
- 14. Each party shall bear its own fees and expenses with respect to this matter.
- 15. This Agreement is limited to the facts of this case. Neither this Agreement, nor any part of the negotiations that occurred in connection with this Agreement, shall constitute admissible evidence with respect to any OFCCP policy, practice or position in any lawsuit, legal proceeding, administrative proceeding, compliance evaluation, or audit, except for legal or administrative proceedings concerning the enforcement or interpretation of this specific Agreement.
- 16. All references to "days" in this Agreement are calendar days. If any deadline for an obligation scheduled to be performed under this Agreement falls on a weekend or a Federal holiday, that deadline will be extended to the next business day.

III. Technical Violations and Remedies

- 1. **Violation:** During the review period of April 1, 2021 to March 31, 2022, Mission failed to include an acceptable Identification of Problem Areas section in its Affirmative Action Program (AAP) as required by 41 CFR 60-2.17(b). Specifically, during the review period, Mission failed to include the low representation of minority and female employees in its 7A – Operatives Job Group in the "Identification of Problem Areas" section of its AAP.

Remedy: Mission agrees to identify problem areas with its total employment process, including underutilization of minority and female employees in any job group, in the Identification of Problem Areas section of its AAP.

- 2. **Violation:** During the review period of April 1, 2021 to March 31, 2022, Mission failed to develop and execute action-oriented programs designed to correct problem areas identified and attain established goals and objectives, as required by 41 CFR 60-2.17(c). Specifically, Mission failed to develop and execute action-oriented programs

designed to increase the low representation of female and minority employees in its underutilized 7A – Operatives Job Group.

Remedy: Mission agrees to develop and execute action-oriented programs designed to correct problem areas identified and attain established goals and objectives, as required by 41 CFR 60-2.17(c). Additionally, Mission agrees to identify recruitment sources capable of providing qualified female and minority job seekers and applicants, contact these organizations when employment opportunities become available, and include these programs and recruitment sources in the AAP. Mission agrees to ensure that these efforts consist of more than following the same procedures which have previously produced inadequate results.

3. **Violation:** During the review period of April 1, 2021 to March 31, 2022, Mission failed to take appropriate outreach and positive recruitment activities that were reasonably designed to effectively recruit qualified protected veterans, document these activities, assess their effectiveness, and document its review, in violation of 41 CFR 60-300.44(f).

Remedy: Mission agrees to undertake appropriate external outreach and positive recruitment activities that are reasonably designed to effectively recruit qualified protected veterans, such as those described at 41 CFR 60-300.44(f)(2). Examples of additional types of outreach and positive recruitment activities include, but are not limited to:

- Entering into formal, written relationships with organizations to accomplish specified objectives, such as training, translating military experience, and/or referring job applicants with work experience or job skills that match or are related to existing and anticipated job vacancies;
- Working with the veterans' counselors and coordinators at colleges, universities, trade schools, or other training institutions to identify qualified temporary and permanent job candidates;
- Working with the Local Veterans' Employment Representatives (LVER) in the American Job Center nearest to the contractor to identify qualified permanent job candidates. See <http://www.careeronestop.org>;
- Participating in virtual or in-person job fairs targeting qualified protected veterans; and
- Using local veteran service organizations or other resources identified to recruit qualified job candidates.

Additional examples are in the text of the regulations.

Mission agrees to annually review its outreach and recruitment activities, assess their effectiveness, and document this review, in accordance with 41 CFR 60-300.44(f)(3). Mission agrees to document all activities it undertakes to comply with this section, in accordance with 41 CFR 60-300.44(f)(4).

4. **Violation:** During the review period of April 1, 2021 to March 31, 2022, Mission failed to take appropriate outreach and positive recruitment activities that were reasonably designed to effectively recruit qualified individuals with disabilities, document these activities, assess their effectiveness, and document its review, in violation of 41 CFR 60-741.44(f). Specifically, Mission indicated that no outreach and recruitment targeting qualified individuals with disabilities had been undertaken outside of the company's general recruiting efforts.

Remedy: Mission agrees to undertake appropriate external outreach and positive recruitment activities that are reasonably designed to effectively recruit qualified individuals with disabilities, such as those described at 41 CFR 60-741.44(f)(2). Examples of additional types of outreach and positive recruitment activities include, but are not limited to:

- Entering into formal, written relationships with organizations to accomplish specified objectives, such as training, and/or referring job applicants with work experience or job skills that match or are related to existing and anticipated job vacancies;
- Creating internship programs for students with disabilities from local colleges, universities, trade schools, or other training institutions;
- Using the Workforce Recruitment Program (WRP) for students and graduates with disabilities to identify qualified temporary and permanent job candidates. See <http://wrp.jobs/employers>;
- Participating in virtual or in-person job fairs targeting qualified individuals with disabilities; and
- Using local disability service organizations or other resources identified to recruit qualified job candidates.

Additional examples are in the text of the regulations.

Mission agrees to annually review its outreach and recruitment activities, assess their effectiveness, and document this review, in accordance with 41 CFR 60-741.44(f)(3).

Mission agrees to document all activities it undertakes to comply with this section, in accordance with 41 CFR 60-741(f)(4).

IV. OFCCP Monitoring Period

1. **Recordkeeping.** Mission agrees to retain all records relevant to the violation(s) cited in Section III above and the reports submitted in compliance with Paragraph 2, below. These records include underlying data and information such as Human Resources Information System (HRIS) and payroll data, job applications and personnel records, and any other records or data used to generate the required reports. Mission will retain the records until this Agreement expires or for the time period consistent with regulatory requirements, whichever is later.

2. **Contractor Reports.**

Mission agrees to furnish OFCCP with the following reports during the Monitoring Period. Each report will contain the documentation specified according to the dates scheduled:

- a. Progress Report 1: Due on June 1, 2023 covering the period of April 1, 2022 through March 31, 2023.
- b. Progress Report 2: Due on June 1, 2024 covering the period of April 1, 2023 through March 31, 2024.

The progress reports will contain the following:

Pursuant to Remedies 1 and 2:

- a. Documentation indicating the Identification of Problem Areas and Action-Oriented Programs Section of Mission's Female and Minority Affirmative Action Program have been revised to specify the recruitment efforts that will be taken to increase the representation of females and minorities in Job Group 7A – Operatives.

Pursuant to Remedy 2:

- b. Documentation showing that Mission has undertaken good faith efforts designed to increase female and minority representation in underutilized job group 7A – Operatives. This documentation should include a list of all female and minority recruitment activities, including but not limited to copies of letters/emails, memos, records of telephone calls, job postings or referrals, event registration and attendance forms, and other documents generated in the course of normal business between Mission and recruitment sources capable of providing qualified female and minority job seekers and applicants. The submission should include evidence of job vacancy announcements sent to, and communications with, at least the following organizations:

Greater Sacramento Urban League
3725 Marysville Blvd.
Sacramento, CA 95838
(916) 286-8600

ARI Community Services
6270 Elder Creek Road
Sacramento, CA 95824
(916) 454-1892

SETA
915 Del Paso Blvd
Sacramento, CA 95815
(916) 263-3800

Women's Empowerment
1590 N. A Street
Sacramento, CA 95811
(916) 669-2307

Pursuant to Remedy 3:

- c. Documentation showing that Mission undertook appropriate outreach and positive recruitment activities reasonably designed to effectively recruit qualified protected veterans as required by the regulations. This documentation should include a list of all veteran outreach and recruitment activities, including but not limited to copies of letters/emails, memos, records of telephone calls, job postings or referrals, event registration and attendance forms, and other documents generated in the course of normal business between Mission and any veteran recruitment sources. The submission should include evidence of job vacancy announcements sent to, and communications with, at least the following organizations:

Work for Warriors
8450 Okinawa Street
Sacramento, CA 95828
(916) 854-4426

CA Dept. of Industrial Relations
1750 Howe Ave., Suite 350
Sacramento, CA 95825
(916) 928-6800

Pursuant to Remedy 4:

- d. Documentation showing that Mission undertook appropriate outreach and positive recruitment activities reasonably designed to effectively recruit qualified individuals with disabilities as required by the regulations. This documentation should include a list of all outreach and recruitment activities, including but not limited to copies of letters/emails, memos, records of telephone calls, job postings or referrals, event registration and attendance forms, and other documents generated in the course of normal business between Mission and any recruitment sources serving individuals with disabilities. The submission should include evidence of job vacancy announcements sent to, and communications with, at least the following organizations:

California Dept. of Rehabilitation
721 Capitol Mall, Suite 110
Sacramento, CA 95814
(916) 537-2647

INALLIANCE
6950 21st Avenue
Sacramento, CA 95820
(916) 381-1300

Mission will submit reports to Acting District Director Luis Rodriguez at 90 7th Street, Suite 18-300, San Francisco CA 94103 or via email to (b) (7)(C), (b) (6) @dol.gov, and (b) (7)(C), (b) (6) @dol.gov.

Mission 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 Mission provides in accordance with this Agreement are trade secrets, commercial, and/or financial in nature, and customarily kept private or closely-held, and Mission believes should remain confidential under Exemption 4 of the Freedom of Information Act (FOIA) in the event of a FOIA request, Mission will provide such reports to OFCCP marked as "Confidential". In the event of a FOIA request, OFCCP will promptly notify Mission of the FOIA request and provide Mission an opportunity to object to disclosure. OFCCP will withhold disclosure of such reports to the maximum extent allowable by law.

3. **Close of Monitoring Period and Termination of Agreement.** This Agreement shall remain in effect until the monitoring period is completed. The monitoring period will close once OFCCP accepts Mission's final progress report as set forth in Section II, Paragraph 9 above. If OFCCP fails to notify Mission in writing within sixty (60) days of the date of the final progress report that Mission 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 Mission within the allotted time that it has not fulfilled all of its obligations, this Agreement is automatically extended until the date that OFCCP determines Mission has met all of its obligations under the Agreement.

V. SIGNATURES

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

This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and Mission Linen Supply 7520 Reese Rd, Sacramento CA 95828.

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

Michael Werner
District Manager
Mission Linen Supply
Sacramento, CA

DATE: 9/14/22

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

Luis Rodriguez
Acting District Director
Greater San Francisco / Bay District Office
OFCCP - Pacific Region

DATE: _____

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

(b) (7)(C), (b) (6)
Technical Expert
OFCCP - Pacific Region

DATE: 9/15/2022