

Early Resolution Conciliation Agreement
Between the
U.S. Department of Labor Office of Federal Contract Compliance Programs
And
UniFirst Corporation

I. Preliminary Statement

The Office of Federal Contract Compliance Programs (OFCCP) evaluated the UniFirst Corporation (UniFirst) establishment located at 1150 Second Avenue, New Kensington, PA 15068, beginning on February 8, 2021. OFCCP found that UniFirst failed to comply with Executive Order 11246, as amended (E.O. 11246 or the Executive Order), and their respective implementing regulations at 41 Code of Federal Regulations (C.F.R.) Parts 60-1 thru 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 UniFirst 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 UniFirst's fulfillment of all its obligations in this Agreement, OFCCP will not institute administrative or judicial enforcement proceedings under E.O. 11246. However, OFCCP retains the right to initiate legal proceedings to enforce this Agreement if UniFirst 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 UniFirst'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. UniFirst 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 UniFirst 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), and/or the Vietnam Era Veterans Readjustment Assistance Act of 1974, as amended (VEVRAA), their implementing regulations, or other applicable laws requiring nondiscrimination or equal employment opportunity through affirmative action.
4. UniFirst 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. UniFirst 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 UniFirst submits its final progress report required in Section VIII, below unless OFCCP notifies UniFirst in writing before the expiration date that UniFirst 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 UniFirst has met all of its obligations under the Agreement.
11. If UniFirst violates this Agreement:
 - a. The procedures at 41 C.F.R. 60-1.34 will govern:
 - i. OFCCP will send UniFirst a written notice stating the alleged violations and summarizing any supporting evidence.
 - ii. UniFirst 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 UniFirst 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 UniFirst, 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. UniFirst 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. UniFirst 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 OFCCP.
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 Violation

OFCCP preliminarily found that since January 1, 2021, UniFirst was not in compliance with the nondiscrimination requirements of the equal opportunity clause of E.O. 11246 section 202, 41 C.F.R. § 60-1.4(a)(1), and 41 C.F.R. § 60-20.4. Specifically, OFCCP's analysis indicated that UniFirst paid female employees in its Production department less than male employees in the same group.

OFCCP performed a regression analysis based on information gathered during the compliance review, which identified a statistically significant pay disparity that remained for female employees in its Production department even when legitimate factors affecting compensation were considered.

IV. Financial Remedy

1. **Settlement Amount.** UniFirst agrees to pay a total of \$104,568.18 in back pay and accrued interest. The settlement amount is a negotiated amount that represents estimated back pay and accrued interest. UniFirst's share of statutory taxes/contributions on the portion representing back pay, such as Federal Income Contributions Act (FICA) and Federal Unemployment Tax Act (FUTA) or other state and/or local taxes, is not part of the

Settlement Fund. The total settlement amount includes \$101,110.57 in back pay and \$3,457.61 in interest to resolve the preliminary finding set forth above.

2. Allocation

- a. **Total Amount to be Allocated.** The back pay and interest amount of the settlement amount will be distributed among the eligible 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), state, or local insurance premiums or taxes.
- b. **Affected Employees Eligible to Receive Payments.** As set forth in this Section, UniFirst will pay back pay and interest to Affected Employees (identified in Attachment A) who timely respond to the Notice Process as explained below and whose eligibility is verified (hereinafter, Eligible Employees). These individuals will be listed on the Final List of Eligible Employees (Final List). The process of determining the Final List is explained below under the Notice Process, and amounts of distribution is identified in Attachment A. All Eligible Employees who comply with the obligations set forth in this Agreement are entitled to their share of the monetary settlement regardless of whether they are currently employed with UniFirst.
- c. **Payments to Eligible Employees.** UniFirst will issue checks as the sole payor or make electronic payments to each Eligible 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.

UniFirst will take the following actions to distribute the payments:

- i. Pay each Eligible Employee currently employed by UniFirst in the manner in which the Eligible Employee is normally paid their regular salary (e.g., direct deposit, check), subject to all lawful deductions as set forth above; and
- ii. For the remainder of the Eligible Employees, UniFirst will mail a check subject to all lawful contributions and deductions as set forth above.

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 Employee will be void. **Tax Payments, Forms, and Reporting.** UniFirst will pay UniFirst's share of social security withholdings, and any other tax payments required by law from additional funds separate from the settlement proceeds. UniFirst shall mail to each Eligible 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 Employees either at the time of payment, electronically or with the settlement checks, or at the end

of the year. No Eligible Employee will be required to complete a W-4 or W-9 in order to receive payments under this Agreement.¹

3. Notice Process

- a. **OFCCP's and UniFirst's Obligations under the Notice Process.** The Notice Process set forth in this Agreement is intended to provide Eligible Employees a meaningful opportunity to understand their rights and obligations and act on them in a timely manner. As specified in the Timeline and as otherwise necessary to fulfill this Agreement, UniFirst 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 UniFirst agree not to unreasonably withhold consent to reasonable modifications proposed by either party.
- b. **Notice Documents.** UniFirst will distribute Notice Documents to Affected Employees identified in Attachment A consistent with the sample Notice Documents contained in Attachment C. The Notice Documents include a Notice, Release of Claims, and Information Verification Forms. 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 meet and confer on any reasonable modifications of the sample Notice Documents or additions to the materials distributed by UniFirst, 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. OFCCP shall provide UniFirst with complete contact information in its possession or its authority to obtain the Affected Employees' contact information by the date set forth in the Timeline.
- d. **Distribution of Mail Notice to Affected Employees.** UniFirst will provide an initial notice, Release of Claims, and Information Verification by regular first-class mail. UniFirst 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 Employee by the date set forth in the Timeline. If envelopes from the initial mail notice are returned with forwarding addresses, UniFirst will re-mail the Notice Documents within fourteen (14) 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

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).*

mail notice will be sent to Affected Employees with valid addresses who fail to respond to the first mail notice unless the parties agree otherwise.

- e. **Notice Deadline.** The final deadline for any Affected Employee 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.
- f. **Technical Assistance.** The parties will timely respond to any inquiries from Affected Employees 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. UniFirst will provide OFCCP contact information to any Affected Employee with questions or concerns.
- g. **Exchange of Information Regarding Affected Employees.** UniFirst and OFCCP will timely exchange information regarding Affected Employees including updated contact information and the results of any technical assistance provided.
- h. **Final List of Eligible Employees.** The Final List will include all Affected Employees 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. 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. UniFirst will provide to OFCCP any information necessary to determine the Final List.
- i. **Documentation of Payments.** By the deadline set forth in the Timeline, UniFirst will provide OFCCP with documentation of all payments to Eligible Employees, including the amounts paid, the date payment was sent, the date payment was received or the check cashed, and any uncashed or returned checks.
- j. **UniFirst's Expenses.** UniFirst 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. Pay Adjustments

UniFirst will analyze the gender neutrality of its pay policies and practices by conducting a compensation disparity analysis of base salaries for employees in the Production department. This includes conducting regression analyses of compensation for its Production department using payroll data that is current as of

January 1, 2023, and January 1, 2024.

(b) (7)(E)

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

UniFirst will ensure that all employees are afforded equal employment opportunities and will continue to review, and as necessary, revise its compensation practices, and continue to monitor and oversee its practices to ensure that its salaries provide an equal opportunity for all of its employees, as required by 41 C.F.R. § 60-1.4(a)(1). UniFirst agrees to continue or to implement the corrective actions detailed below.

1. Evaluation. For all Production department positions, UniFirst will evaluate whether promotion decisions, procedures for assigning work, the availability of training opportunities, leave policies and/or limiting the opportunity to transfer to higher paying jobs have a disproportionately negative effect on the compensation of females. Through evaluation and monitoring, UniFirst will ensure that females in the Production department are not steered into lower-paying tasks and have equal opportunities at the higher-paying tasks. In accordance with 41 C.F.R. § 60-3 and 41 C.F.R. § 60-2.17(b).
2. Review and Revise. UniFirst will review and revise in writing, the policies and procedures it uses to determine job placement, and compensation decisions for Production department positions, and continue to monitor to ensure that UniFirst's practices are neutral with respect to gender, as required by 41 C.F.R. § 60-1.4(a). This includes:
 - a. UniFirst will review and, as necessary, revise in writing, procedures to ensure that compensation decisions are tracked and evaluated for compliance with the compensation process.
 - b. UniFirst will ensure all qualified applicants have an equal opportunity to apply for, express interest in, or be hired into production positions for all work or duties regardless of sex, including disclosing to all applicants accurate information about the duties, rates of pay, benefits, working conditions and other aspects of employment for these positions.
 - c. UniFirst will ensure it does not rely on stereotypes that have the purpose or effect of steering or channeling women into particular positions at hire or disproportionately assigning them particular work or duties, including encouraging or discouraging applicants from applying for or accepting employment into positions performing certain kinds of work.
 - d. UniFirst will conduct regular reviews to ensure its selection practices are consistent with the Uniform Guidelines on Employee Selection Procedures, 41 C.F.R. § 60-3, and with 41 C.F.R. § 60-1.4(a)(1).

- e. UniFirst will conduct an assessment of how managers at UniFirst are implementing the revised policies and procedures to ensure their actions are consistent with the requirements of 41 C.F.R. § 60-1.4(a)(1).
3. Training. UniFirst will train all individuals involved in any way in determining compensation for Production department positions and assigning work on all new and revised policies, procedures, and programs developed under Section VI of this Agreement.
4. Self-monitoring/Auditing. UniFirst will monitor base salary as well as the administration of non-base compensation for any indication of statistically significant disparities based on gender and will investigate and remedy any such inequity that may be found.
 - a. UniFirst expressly agrees to investigate any complaint or information it receives that may indicate compensation disparities.

Pay Transparency. UniFirst will conduct a pay transparency campaign to confirm its commitment to compliance with 41 C.F.R. § 60-1.35. UniFirst will confirm policy dissemination and confirm pay transparency posters are displayed.

VII. Technical Violations and Remedies

1. **VIOLATION**: During the period of January 1, 2020 through December 31, 2020, UniFirst failed to perform in-depth analyses of its total employment process to determine whether and where impediments to equal employment opportunity exist. Specifically, UniFirst did not identify, through in-depth analyses, whether there were any gender-based pay disparities within the Production department positions, as required by 41 C.F.R. § 60-2.17(b)(3).

REMEDY: UniFirst will perform in-depth analyses of its total employment process to determine whether and where impediments to equal employment opportunity exist.

2. **VIOLATION**: During the period of January 1, 2020 through December 31, 2020, UniFirst failed to develop and execute action-oriented programs designed to correct any problem areas identified pursuant to 41 C.F.R. 60-2.17(b), and to attain established goals and objectives, as required by 41 C.F.R. 60-2.17(c). Specifically, UniFirst continued to follow the same procedures that had produced inadequate results for making progress toward their placement goal for women in the Route Service Representative jobs.

REMEDY: UniFirst will develop and execute action-oriented programs designed to correct any problem areas identified pursuant to 41 C.F.R. 60-2.17(b), and to attain established goals and objectives, as required by 41 C.F.R. 60-2.17(c). Specifically, UniFirst will develop and execute alternative procedures for making progress toward their placement goal for women in the Route Service Representative jobs.

VIII. OFCCP Timeline Activity and Monitoring Period

1. **Recordkeeping.** UniFirst agrees to retain all records relevant to the violations cited in Sections 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. UniFirst will retain the records until this Agreement expires or for the time period consistent with regulatory requirements, whichever is later.
2. **Timeline Activity**

Regarding the Compensation Alleged Violation, UniFirst agrees to submit the following materials based on the attached Timeline:

- a. On January 31, 2023, UniFirst will submit:
 - i. Documentation of the First and Second Mailings of the "Notice," "Information Verification Form," and "Release of Claims" to the Affected Class Member Employees, and
 - ii. A list of class members who failed to respond to the Notice along with copies of the undeliverable envelopes.
 - a) Within **fifteen (15) calendar days**, the OFCCP will provide updated addresses for Affected Class Members who did not respond to the Notice, Release of Claims, and Information Verification Form.
 - b) Within **fifteen (15) calendar days** of receipt, UniFirst will submit documentation of the mailing of the Notice, Release of Claims, and Information Verification Form to Class Members for whom OFCCP has located updated addresses.
- b. Within **one-hundred thirty (130) calendar days** of the Effective Date of this Agreement, UniFirst will provide OFCCP with a Final List of Eligible Employees/Eligible Former Employees.
- c. Within **one-hundred eighty (180) days** from the Effective Date of this Agreement, UniFirst will notify OFCCP of the disbursement the Monetary Settlement.
- d. Within **two-hundred ten (210) days** from the Effective Date of this Agreement, UniFirst will submit notification to OFCCP of undeliverable/returned checks.
 - i. Documentation of the mailing of the "Notice," "Release of Claims," and "Information Verification Form" to the Affected Employees, and

- ii. A list of Affected Employees who failed to respond to the Notice along with copies of the undeliverable envelopes.

3. Monitoring

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

Progress Report 1: Due on January 31, 2023, covering the period from the Effective date of this Agreement to December 31, 2022. This report will also include the 2023 regression analysis.

Progress Report 2: Due on January 31, 2024, covering the period from January 1, 2023 to December 31, 2023. This report will also include the 2024 regression analysis.

UniFirst will submit reports to: Tracie Brown, District Director, OFCCP Pittsburgh District Office, 1000 Liberty Avenue, Room 2103, Federal Building, Pittsburgh, PA 15222 or via e-mail at (b) (6), (b) (7)(C)@dol.gov. UniFirst 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 UniFirst provides in accordance with this Agreement are customarily kept private or closely-held, and UniFirst believes should remain confidential under Exemption 4 of the Freedom of Information Act (FOIA) in the event of a FOIA request, UniFirst will provide such reports to OFCCP marked as "Confidential." In the event of a FOIA request, OFCCP will to the maximum extent permitted by law treat any such documents received as confidential documents.

- a. **Report on Compensation Process.** In Progress Report One, UniFirst will submit a copy of the written Compensation Process.
- b. **Reports on Impact Analysis of Compensation.** As described in Section V(1) of this Agreement, UniFirst will provide OFCCP the database, and results for each of the Regression Analyses.
 - i. Progress Report One - 2023 Regression Analysis
- c. Progress Report Two - 2024 Regression Analysis **Reports on Pay Adjustments (if applicable).** In each Progress Report, Contractor will report on all pay adjustments made to date pursuant to the Agreement as well as the date of the adjustment. This report will also include the names of individuals offered higher paying work, the start date for the higher paid position and the rate of pay.
- d. **Affirmative Action Programs.** In each Progress Report UniFirst will submit its current year AAP narratives for E.O. 11246, with the first Progress Report. OFCCP will review the AAP for verification purposes.

- e. **Reports on Modifications to Personnel Practices.** In each Progress Report, UniFirst will report on all 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 compensation 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. Documentation that all managers, supervisors, and other personnel involved in making compensation decisions for Production department positions have been trained on all new and revised policies, procedures, and programs developed under Section VI of this Agreement. The documentation will include the dates of the training, the names and job titles of all attendees, an outline of the topics discussed in training, and the name and job titles of each person who conducted the training.
 - ii. Documentation of the execution of action-oriented programs for women for the Route Services Representative jobs. This documentation should include but not be limited to job postings shared with female outreach sources during the reporting period; documentation of responses to that outreach activity; an assessment of the effectiveness of that outreach activity; and alternate outreach strategies developed where current outreach strategies have been deemed ineffective. Additionally, whether the placement goal for women for the jobs has been achieved, should be provided.
4. **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 UniFirst's final progress report as set forth in Part II, Paragraph 10 above. If OFCCP fails to notify UniFirst in writing within sixty (60) days of the date of the final progress report that UniFirst 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 UniFirst within the allotted time that it has not fulfilled all of its obligations, this Agreement is automatically extended until the date that OFCCP determines UniFirst has met all of its obligations under the Agreement.

IX. SIGNATURES

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

This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and 1150 Second Avenue, New Kensington, PA 15068.

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

Michael Patrick
UniFirst Corporation
New Kensington, Pennsylvania

DATE: 9/30/2022

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

Samuel Maiden
Regional Director
OFCCP, Mid-Atlantic Region

DATE: 09/30/2022

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

Tracie Brown
District Director - Pittsburgh
OFCCP, Mid-Atlantic Region

DATE: 9/30/2022

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

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

Compliance Officer - Pittsburgh
OFCCP, Mid-Atlantic Region

DATE: September 30, 2022

Attachments:

- A. List of Affected Employees
- B. Timeline
- C. Notice Documents

ATTACHMENT A - LIST OF AFFECTED EMPLOYEES

#	EMPLOYEE ID	BACK-PAY	INTEREST	TOTAL
1	(b) (6), (b) (7)(C)	\$2,971.71	\$101.62	\$3,073.33
2	(b) (6), (b) (7)(C)	\$2,971.71	\$101.62	\$3,073.33
3	(b) (6), (b) (7)(C)	\$2,789.23	\$95.38	\$2,884.61
4	(b) (6), (b) (7)(C)	\$2,957.25	\$101.13	\$3,058.38
5	(b) (6), (b) (7)(C)	\$2,942.79	\$100.63	\$3,043.43
6	(b) (6), (b) (7)(C)	\$2,842.18	\$97.19	\$2,939.37
7	(b) (6), (b) (7)(C)	\$2,791.58	\$95.46	\$2,887.05
8	(b) (6), (b) (7)(C)	\$2,778.40	\$95.01	\$2,873.41
9	(b) (6), (b) (7)(C)	\$2,869.99	\$98.14	\$2,968.14
10	(b) (6), (b) (7)(C)	\$2,665.55	\$91.15	\$2,756.71
11	(b) (6), (b) (7)(C)	\$2,719.08	\$92.98	\$2,812.06
12	(b) (6), (b) (7)(C)	\$2,911.24	\$99.55	\$3,010.79
13	(b) (6), (b) (7)(C)	\$2,835.25	\$96.96	\$2,932.21
14	(b) (6), (b) (7)(C)	\$2,778.15	\$95.00	\$2,873.15
15	(b) (6), (b) (7)(C)	\$3,060.99	\$104.67	\$3,165.67
16	(b) (6), (b) (7)(C)	\$2,741.57	\$93.75	\$2,835.32
17	(b) (6), (b) (7)(C)	\$2,974.16	\$101.71	\$3,075.86
18	(b) (6), (b) (7)(C)	\$3,068.47	\$104.93	\$3,173.41
19	(b) (6), (b) (7)(C)	\$2,624.31	\$89.74	\$2,714.05
20	(b) (6), (b) (7)(C)	\$2,582.15	\$88.30	\$2,670.45
21	(b) (6), (b) (7)(C)	\$2,575.86	\$88.08	\$2,663.94

22	(b) (6), (b) (7)(C)	\$2,588.51	\$88.52	\$2,677.02
23	(b) (6), (b) (7)(C)	\$2,588.50	\$88.52	\$2,677.01
24	(b) (6), (b) (7)(C)	\$2,799.77	\$95.74	\$2,895.51
25	(b) (6), (b) (7)(C)	\$2,569.55	\$87.87	\$2,657.41
26	(b) (6), (b) (7)(C)	\$2,512.97	\$85.93	\$2,598.91
27	(b) (6), (b) (7)(C)	\$2,569.55	\$87.87	\$2,657.41
28	(b) (6), (b) (7)(C)	\$2,582.15	\$88.30	\$2,670.45
29	(b) (6), (b) (7)(C)	\$2,630.43	\$89.95	\$2,720.39
30	(b) (6), (b) (7)(C)	\$2,679.07	\$91.61	\$2,770.69
31	(b) (6), (b) (7)(C)	\$2,567.60	\$87.80	\$2,655.40
32	(b) (6), (b) (7)(C)	\$3,014.06	\$103.07	\$3,117.13
33	(b) (6), (b) (7)(C)	\$2,519.16	\$86.15	\$2,605.31
34	(b) (6), (b) (7)(C)	\$2,512.97	\$85.93	\$2,598.91
35	(b) (6), (b) (7)(C)	\$2,519.16	\$86.15	\$2,605.31
36	(b) (6), (b) (7)(C)	\$2,422.01	\$82.82	\$2,504.84
37	(b) (6), (b) (7)(C)	\$2,583.48	\$88.35	\$2,671.83

ATTACHMENT B – TIMELINE

ACTIVITY	DATE
OFCCP and UniFirst meet to discuss notice process.	10 Days from Effective Date
OFCCP provides contact information it has for class members.	15 Days from Effective Date
UniFirst mails notice documents (first mailing).	30 Days from Effective Date
Parties confer on results of initial mail notice.	60 Days from Effective Date
UniFirst sends second notice to affected class members to determine eligibility.	75 Days from Effective Date
The final deadline for any affected employee/affected former employee to respond to the notice.	120 Days from Effective Date
The parties meet to establish the final list of eligible employees/former employees.	130 Days from Effective Date
OFCCP provides UniFirst payment amount(s) for eligible employees/eligible former employees.	150 Days from Effective Date
UniFirst disburses monetary settlement.	180 Days from Effective Date
UniFirst provides OFCCP with timely documentation of all payments made and any payments returned undelivered or any checks not cashed.	210 Days from Effective Date

ACTIVITY	DATE
Progress Report 1 – Compensation Process. Report on impact analysis of compensation 2022, Affirmative Action Program, pay adjustments and modifications to practices.	January 31, 2023
Progress Report 2 – Report on impact analysis of compensation 2023, Affirmative Action Program, pay adjustments, modifications to personnel practices and report on all payments.	January 31, 2024

ATTACHMENT C-1

NOTICE TO AFFECTED CLASS

Dear [Name]:

UniFirst Corporation (UniFirst) and the Department of Labor's Office of Federal Contract Compliance Programs (OFCCP) have entered into a Conciliation Agreement (Agreement) to remedy the alleged violations of Executive Order 11246 (E.O. 11246), as amended that OFCCP found during a compliance review of UniFirst's 1150 Second Avenue, New Kensington, PA facility. OFCCP's preliminary analysis showed that since January 1, 2021 UniFirst has paid females in its Production department less per year than males in similar positions. UniFirst has not admitted to any violation of E.O. 11246 and there has not been any adjudicated finding that UniFirst violated any laws. OFCCP and UniFirst entered into the Agreement to resolve the matter without resorting to further legal proceedings.

You have been identified as one of the individuals who worked in the Production department during the relevant period. Under the Agreement, you may be eligible to receive a payment, less lawful payroll deductions. Under the terms of the Agreement it may take up to eight months from the date of this letter before you receive your payment. In order to be eligible for a payment, you must complete, sign, and return enclosed Information Verification and Release of Claims Form. You should complete and mail back this form as soon as possible; it *must* be postmarked to the address below no later than December 5, 2022 (postmarked) for you to be entitled to participate this settlement.

Peter Stanieich-Burke
UniFirst Corporation
68 Jonspin Rd, Wilmington, MA 01887
(b) (6), (b) (7)(C)@unifirst.com

You may use the enclosed postage-paid return envelope to return the completed and signed Information Verification Form and Release of Claims Form.

If you have any questions, you may call Peter Stanieich-Burke at UniFirst at (b) (6), (b) (7)(C), or OFCCP Compliance Officer (b) (6), (b) (7)(C) at (b) (6), (b) (7)(C) (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 DOCUMENT(S) TO UNIFIRST WITHIN 30 DAYS OF THE DATE THE ENVELOPE CONTAINING THIS NOTICE WAS POSTMARKED, YOU WILL NOT BE ELIGIBLE TO RECEIVE A PAYMENT.

Sincerely,

Peter Stanieich-Burke

Enclosures

Information Verification Form
Release of Claims Form

**ATTACHMENT C-2
INFORMATION VERIFICATION FORM
(Former Eligible Employees Only)**

You must complete this form in order to be eligible for the monetary payment under the terms of the Conciliation Agreement (Agreement) between UniFirst Corporation (UniFirst) 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 _____

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

IF YOU FAIL TO COMPLETE AND RETURN THE ENCLOSED DOCUMENTS TO THE ADDRESS BELOW WITHIN 30 DAYS OF THE DATE THE ENVELOPE CONTAINING THIS NOTICE WAS POSTMARKED, YOU WILL NOT BE ELIGIBLE TO RECEIVE A PAYMENT.

**[Name]
[Address]**

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

Signature

Date

ATTACHMENT C-3

RELEASE OF CLAIMS UNDER EXECUTIVE ORDER 11246

This Release of Claims under Executive Order 11246 (Release) is a legal document. This document states that in return for UniFirst Corporation (UniFirst) paying you money, you agree that you will not file any lawsuit against UniFirst for allegedly violating Executive Order 11246 in connection with its compensation of female employees in its Production department. It also says that UniFirst 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 payment by the UniFirst to me, which I agree is acceptable, I agree to the following:

I.

I hereby waive, release and forever discharge UniFirst, its predecessors, successors, related entities, parents, subsidiaries, affiliates and organizations, and its and their shareholders, directors, officers, employees, agents, successors, and assigns, of and from any and all actions, causes of action, damages, liabilities, and claims arising out of or actionable Executive Order 11246, as amended, which I or my representatives (heirs, executors, administrators, or assigns) have or may have which relate to my compensation as an employee in the Production department on the basis of my gender at any time prior to the date of my signature on this Release. By signing this Agreement, I agree that I have been made whole for any claim that could have been brought under Executive Order 11246, as amended, relating to my compensation with UniFirst through the Effective Date of this Release.

II.

I understand that UniFirst denies that it treated me unlawfully or unfairly in any way and that UniFirst 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 compensation and to resolve the matter without further legal proceedings in the compliance review initiated by OFCCP on February 23, 2022. I further agree that the payment of the aforesaid sum by UniFirst to me is not to be construed as an admission of any liability by UniFirst.

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 UniFirst.

IN WITNESS WHEREOF, I have signed this document of my own free will, on this ___ day of _____, 20__.

Signature

Printed Name