

CONCILIATION AGREEMENT

Between

THE U.S. DEPARTMENT OF LABOR
OFFICE OF FEDERAL CONTRACT COMPLIANCE PROGRAMS

and

SYSKO CENTRAL PENNSYLVANIA, LLC
3905 COREY ROAD
HARRISBURG, PENNSYLVANIA 17109

PART I. PRELIMINARY STATEMENT

The Office of Federal Contract Compliance Programs (“OFCCP”) evaluated Sysco Central Pennsylvania, LLC’s (“Sysco Central Pennsylvania”) facility located at 3905 Corey Road, Harrisburg, Pennsylvania 17109 and found that Sysco Central Pennsylvania was not in compliance with Executive Order 11246, as amended (“E.O. 11246”), Section 503 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 793 (“Section 503”), the Vietnam Era Veterans’ Readjustment Assistance Act of 1974, as amended, 38 U.S.C. § 4212 (“VEVRAA”), and their implementing regulations at 41 C.F.R. Parts 60-1, 60-2, 60-3, 60-20, 60-300, and 60-741. OFCCP notified Sysco Central Pennsylvania of the specific violations found and the corrective actions required in a Notice of Violation issued on August 15, 2018. In the interest of resolving the violations without engaging in further legal proceedings and in exchange for the good and valuable consideration described in this document, OFCCP and Sysco Central Pennsylvania enter into this contract (“Conciliation Agreement” or “Agreement”) and agree to all the terms stated below.

PART II. GENERAL TERMS AND CONDITIONS

1. In exchange for Sysco Central Pennsylvania’s fulfillment of all obligations in Parts III and IV of this Agreement, OFCCP agrees not to institute administrative or judicial enforcement proceedings under E.O. 11246, Section 503, or VEVRAA based on the violations alleged, described in more detail in Part III below. However, OFCCP has the right to initiate legal proceedings to enforce the Agreement itself or to correct and obtain relief for the violations described in Part III if Sysco Central Pennsylvania violates this Agreement. Nothing in this Agreement precludes OFCCP from initiating enforcement proceedings based on future compliance evaluations or complaint investigations.
2. Sysco Central Pennsylvania agrees that OFCCP may review its compliance with this Agreement. As part of such review, OFCCP may require written reports, inspect the premises, interview witnesses, and examine and copy documents. Sysco Central Pennsylvania will permit access to its premises during normal business hours for these purposes and will provide OFCCP with all reports and documents requested.

3. Sysco Central Pennsylvania understands that nothing in this Agreement relieves Sysco Central Pennsylvania of its obligation to fully comply with the requirements of E.O. 11246, Section 503, VEVRAA, their implementing regulations, and other applicable equal employment laws.
4. Sysco Central Pennsylvania promises not to harass, intimidate, threaten, discriminate, or otherwise retaliate against any individual because the individual: benefits from this Agreement, files a complaint or participates in any investigation or proceeding under E.O. 11246, Section 503, and/or VEVRAA, or engages in any activity listed at 41 C.F.R. § 60-1.32(a).
5. The parties understand the terms of this Agreement and enter into it voluntarily.
6. This document and its attachments contain the complete and final understanding of the parties with respect to the matters referenced herein. This Agreement contains all terms by which the parties are bound and it supersedes all prior written or oral negotiations and agreements. There will be no modifications or amendments to this Agreement unless they are in writing, signed by all parties.
7. If one or more provisions of this Agreement are rendered unlawful or unenforceable, the remaining provisions will remain in full force and effect.
8. This Agreement becomes effective on the day it is signed by the Regional Director of the Mid-Atlantic Region (the "Effective Date").
9. This Agreement will expire sixty (60) days after Sysco Central Pennsylvania submits the final progress report required in Part IV, below, unless OFCCP notifies Sysco Central Pennsylvania in writing prior to the expiration date that Sysco Central Pennsylvania has not fulfilled all of its obligations under the Agreement, in which case the Agreement is automatically extended until the date that OFCCP determines Sysco Central Pennsylvania has met all of its obligations under the Agreement.
10. If Sysco Central Pennsylvania violates this Conciliation Agreement,
 - A. The procedures set forth at 41 C.F.R. § 60-1.34 will govern:
 - 1) If OFCCP believes that Sysco Central Pennsylvania violated any term of the Agreement while it was in effect, OFCCP will send Sysco Central Pennsylvania a written notice stating the alleged violations and summarizing any supporting evidence.
 - 2) Sysco Central Pennsylvania will have 15 days from receipt of such notice to demonstrate in writing that it has not violated the Conciliation Agreement, unless such a delay would result in irreparable injury to the employment rights of affected employees or applicants.

- 3) If Sysco Central Pennsylvania is unable to demonstrate that it has not violated the Agreement, or if OFCCP alleges irreparable injury, enforcement proceedings may be initiated immediately without issuing a show cause notice or proceeding through any other requirement.
- 4) OFCCP may seek enforcement of this Agreement itself and is not required to present proof of any underlying violations resolved by this Agreement.

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

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

PART III. SPECIFIC VIOLATIONS AND REMEDIES

1. **VIOLATION**: OFCCP alleges that at least as of November 1, 2013, Sysco Central Pennsylvania discriminated against female applicants on the basis of their sex in hiring for Outbound Selector positions. Specifically, Sysco Central Pennsylvania's failure to apply its selection criteria uniformly for all applicants during the review period of November 1, 2013 through October 31, 2014 resulted in a statistically significant difference in the rates at which males and females were hired into Outbound Selector positions during this period. This difference resulted in a shortfall in hiring of five (5) female applicants, with a statistical significance of (b) (7)(c) standard deviations. This is a violation of 41 C.F.R. §§ 60-1.4(a)(1), -20.3(b)-(c).

REMEDY: Sysco Central Pennsylvania will examine, monitor and modify its selection procedures as necessary and ensure that selection criteria are applied uniformly and the hiring decisions for the Outbound Selector positions are made in a non-discriminatory manner. In addition, Sysco Central Pennsylvania agrees to take the following actions:

- A. **Notice**: Within 30 calendar days of the Effective Date of this Agreement, Sysco Central Pennsylvania must notify the female applicants shown on Attachment A of the terms of this Agreement by mailing by first-class mail to each individual in the affected class the Notice to Affected Applicants, Claim Form, Release of Claims Under Executive Order 11246, and a postage paid return envelope. Within 15 days after expiration of the response deadline set out in the Claim Form, Sysco Central Pennsylvania will provide OFCCP with a list of the individuals in the affected class who have not yet responded to the Notice to Affected Applicants and/or have not returned a signed Claim Form. OFCCP will then attempt to obtain and provide updated addresses to Sysco Central Pennsylvania within 15 days of receiving the list from Sysco Central Pennsylvania. Sysco Central Pennsylvania agrees to mail by first-class mail a second Notice to Affected Applicants, Claim Form, Release of Claims Under Executive Order 11246, and a postage

paid return envelope to all individuals for whom updated addresses were obtained within 15 days of receiving the updated addresses from OFCCP.

- B. Eligibility: All members of the affected class (listed on Attachment A) who complete, sign, and return the Claim Form and Release of Claims Under Executive Order 11246 within 45 days of the postmarked date on the envelope containing the first or second Notice to Affected Applicants and Claim Form (“Eligible Class Members”) will receive a share of the monetary settlement and, if indicating an interest in employment, will be eligible to be considered for a job pursuant to this Agreement. If an individual receives, but does not return the Claim Form to Sysco Central Pennsylvania within 45 days of the postmarked date on the envelope containing the first or second Notice to Affected Applicants and Claim Form, she will no longer be entitled to a payment or consideration for a job under this Agreement.

Within 15 days of the latest response deadline set out in the Claim Form, Sysco Central Pennsylvania will provide OFCCP with a list of the Eligible Class Members (individuals who returned the Claim Form by the deadline). Within 15 days after receiving the list, OFCCP will approve the final list of Eligible Class Members or discuss with Sysco Central Pennsylvania any issues necessary to finalize the list, such as inclusion or exclusion of certain individuals.

All Eligible Class Members are entitled to their share of the monetary settlement regardless of whether they are interested in employment with Sysco Central Pennsylvania.

- C. Monetary Settlement: Sysco Central Pennsylvania agrees to distribute \$13,605.47 in back pay and \$1,053.03 in interest (\$14,658.50 in total), less legal deductions required by law from back pay only (such as federal, state and/or local taxes and the Eligible Class Members’ share of FICA taxes), in equal shares among all Eligible Class Members on the final approved list. Sysco Central Pennsylvania will pay the Internal Revenue Service (“IRS”) the employer’s share of social security withholdings and will mail each Eligible Class Member an IRS W-2 Form reporting the portion of the payment representing back pay and an IRS Form 1099 for the portion of the payment representing interest. These IRS forms will be mailed at the end of the year. Sysco Central Pennsylvania will disburse the monetary settlement within 45 calendar days after OFCCP approves the final list of Eligible Class Members.

Within 15 calendar days of Sysco Central Pennsylvania’s receipt of a check to an Eligible Class Member returned as undeliverable, Sysco Central Pennsylvania will notify OFCCP of this fact via email sent to District Director Tom G. Wells at [\(b\) \(6\), \(b\) \(7\)\(C\)@dol.gov](mailto:(b) (6), (b) (7)(C)@dol.gov) and Assistant District Director Maurice E. Richard at [\(b\) \(6\), \(b\) \(7\)\(C\)@dol.gov](mailto:(b) (6), (b) (7)(C)@dol.gov). OFCCP will attempt to locate the Eligible Class Member, and if OFCCP obtains an alternate address, Sysco Central Pennsylvania will re-mail the check within five calendar days of receiving an alternate or corrected address. Any check that remains uncashed 120 days after the initial date the check was mailed to the Eligible Class Member will be void. With respect to any uncashed funds, Sysco Central Pennsylvania will make a second distribution, if

such distribution will amount to at least \$30.00, to all Eligible Class Members who cashed their first check by mailing checks in equal amounts within 15 calendar days. If any funds remain unclaimed, they shall revert back to Sysco Central Pennsylvania to be used for EEO training.

- D. Employment: As positions become available, Sysco Central Pennsylvania will consider qualified Eligible Class Members not currently employed by Sysco Central Pennsylvania who express interest in employment with Sysco Central Pennsylvania until five (5) Eligible Class Members are hired as Outbound Selectors or the list of such Eligible Class Members expressing interest in employment is exhausted, whichever occurs first. Any employment offer made to an Eligible Class Member by Sysco Central Pennsylvania will be sent by certified mail, return receipt requested.

Eligible Class Members will be allowed at least two weeks to report for work after receiving a written job offer from Sysco Central Pennsylvania. The Eligible Class Members hired into Outbound Selector positions pursuant to this Agreement must be paid the current wage rate for the Outbound Selector position and must be provided with the same benefits and opportunity to earn overtime and shift differentials as other Outbound Selector employees. In addition, all Eligible Class Members hired must have retroactive seniority using the original application as their hire date for all purposes, including job retention, job bidding, and benefits within plan terms.

E. Revised Hiring Process.

- 1) Eliminate Discriminatory Selection Procedures: Sysco Central Pennsylvania agrees to comply with all OFCCP regulations concerning selection procedures, including 41 C.F.R. Part 60-3. Sysco Central Pennsylvania will not use any selection procedure that has an adverse impact on applicants of a particular sex unless it properly validates the procedure according to these regulations.
- 2) Review and Revision Required: Sysco Central Pennsylvania will revise, in writing, the practices, policies, and procedures it uses to select applicants for Outbound Selector positions (“Revised Hiring Process”), including those practices and procedures carried out by the Sysco Corporation recruitment team on behalf of Sysco Central Pennsylvania. Specifically, Sysco Central Pennsylvania will:
 - a) create a job description and selection process for Outbound Selectors which describe the essential functions; the minimum qualifications including required skills and certifications; and the criteria used in each step of the hiring process, including any application screens, interviews, tests, credit checks, review of criminal history, reference checks, testing, or other selection procedure;
 - b) develop specific, job-related qualifications for Outbound Selectors that reflect the duties, functions, and competencies of the position to minimize the potential for gender stereotyping or other unlawful discrimination;

- c) ensure all policies and qualification standards are uniformly applied to all applicants;
 - d) develop processes to track all expressions of interest for the Outbound Selector position and which expressions of interest Sysco Central Pennsylvania or the Sysco Corporation recruitment team considered for employment in an Outbound Selector position; and
 - e) list clearly on its recruiting materials and job postings the minimum qualifications, including required skills and certifications.
- 3) **Recordkeeping and Retention:** Sysco Central Pennsylvania will write and implement procedures to ensure that applicants are tracked and decisions are documented at each step in the hiring process, including those steps of the selection process carried out by the Sysco Corporation recruitment team on behalf of Sysco Central Pennsylvania. Sysco Central Pennsylvania will write and implement procedures to ensure that documents are retained in accordance with 41 C.F.R. § 60-1.12(a) and Part 60-3.
- 4) **Training:** Within 180 calendar days of the Effective Date of this Agreement, Sysco Central Pennsylvania will train all individuals involved in any way in recruiting, selecting and tracking applicants for Outbound Selector positions on the Revised Hiring Process, including those individuals on the Sysco Corporation recruitment team who recruit candidates for and refer candidates to Sysco Central Pennsylvania. The training will include instruction in: the proper implementation of the recruitment, tracking, and selection procedures; neutral application of the specified qualifications and criteria that will be used at each step in the hiring process; the procedures to be used to document the decision made at each step in the hiring process; and the procedures to be used to ensure that documents are retained in accordance with 41 C.F.R. § 60-1.12(a) and Part 60-3. Sysco Central Pennsylvania will meet with management and all individuals responsible for the selection process and review its equal employment obligations and nondiscrimination policies related to hiring. Specific attention will be directed to ensure that female applicants who benefit from the provisions of this agreement, are not retaliated against.
2. **VIOLATION:** OFCCP alleges that during the period November 1, 2013 through October 31, 2014, Sysco Central Pennsylvania failed to preserve all personnel or employment records, in violation of 41 C.F.R. § 60-1.12(a). Specifically, Sysco Central Pennsylvania failed to preserve copies of all records pertaining to the selection process, including job applications, resumes, screening notes, interview notes, and interview sheets for all applicants in all job groups.

REMEDY: Sysco Central Pennsylvania will preserve all personnel and employment records for a period of not less than two years from the date of the making of the record or the personnel action involved, whichever occurs later, in accordance with the requirements of 41 C.F.R. § 60-1.12(a). The documentation to be preserved must include a description of the overall selection process, applicant and hire data by race, ethnicity and gender, job applications, resumes, any screening notes, interview notes/questionnaires, interview sheets,

and any employment tests for all job groups. Additionally, Sysco Central Pennsylvania will implement procedures to ensure that applicants are tracked and decisions are accurately documented at each step of the process, including those steps carried out by Sysco Corporation for Sysco Central Pennsylvania.

3. **VIOLATION**: OFCCP alleges that during the period November 1, 2013 through October 31, 2014, Sysco Central Pennsylvania failed to develop and execute action-oriented programs designed to correct any problem areas and attain established goals and objectives, in violation of 41 C.F.R. § 60-2.17(c). Specifically, Sysco Central Pennsylvania failed to demonstrate that it has made good faith efforts to remove identified barriers, expand employment opportunities, and produce measurable results for women in Job Group 712.

REMEDY: Sysco Central Pennsylvania will develop and execute action-oriented programs designed to remove any identified barriers, expand employment opportunities, and produce measurable results for women in Job Group 712. These programs will include notifying at least the following organizations when Sysco Central Pennsylvania has hiring opportunities at least 10 days before a final selection decision is made. The job vacancy announcements sent by Sysco to these and other recruitment sources will clearly state:

- A. Sysco Central Pennsylvania's contact information, including the contact person's name, job title, telephone number, and email address;
- B. That female referrals are being recruited for Order Selector positions;
- C. The required minimum qualifications, including that any applicant must be at least 18 years of age; and
- D. The deadline for submission of referrals.

Pennsylvania Career Link/Capital Region
100 N. Cameron Street, Suite 101
Harrisburg, PA 17101-2424
Contact: Hillary Lyle
Site Administrator
(717) 920-2852; Main Line: (717) 783-3270
[REDACTED]@scpaworks.org

TriCounty Opportunities Industrialization Center (OIC)
500 Maclay Street
Harrisburg, PA 17110
Contact: Alfred Sloan
Support Counselor
(717) 238-7318
[REDACTED]@tricountyoic.org

Sysco Central Pennsylvania will document and track its action-oriented programs so that it can measure and assess their effectiveness at least annually, and it will update its programs as appropriate and necessary.

4. **VIOLATION:** OFCCP alleges that at least as of November 1, 2013, Sysco Central Pennsylvania failed to properly develop and implement an internal audit and reporting system to measure the effectiveness of its total affirmative action program, as required by 41 C.F.R. § 60-2.17(d). Specifically, Sysco Central Pennsylvania failed to properly design and implement an internal audit and reporting system to monitor all aspects of personnel activity.

REMEDY: Sysco Central Pennsylvania will develop and implement an effective internal audit and reporting system to periodically measure the effectiveness of its total affirmative action program. Specifically, Sysco Central Pennsylvania will: monitor records of all personnel activity, including applicant and hiring activity at all levels to ensure its nondiscriminatory policy is carried out; require internal reporting on a scheduled basis as to the degree to which equal employment opportunity and organizational objectives are attained; review report results with all levels of management; and advise top management of program effectiveness and submit recommendations to improve unsatisfactory performance.

5. **VIOLATION:** OFCCP alleges that during the period November 1, 2013 through October 31, 2014, Sysco Central Pennsylvania failed to maintain and have available for inspection records or other information for its Job Group 712 that would disclose the impact which its selection procedures had upon employment opportunities of persons by identifiable race, sex, and ethnicity, in order to determine compliance with 41 C.F.R. pt. 60-3, the Uniform Guidelines on Employee Selection Procedures (UGESP), as required by 41 C.F.R. § 60-3.4.

REMEDY: Effective immediately, Sysco Central Pennsylvania will have available for inspection, records or other information for its Job Group 712 positions that will disclose the impact that its selection procedures have upon employment opportunities of persons by identifiable race, sex, and ethnicity, in order to determine compliance with UGESP. Sysco Central Pennsylvania will retain all information received and generated as a result of the processing of all Outbound Selector applicants, including for those steps of the process carried out by Sysco Corporation for Sysco Central Pennsylvania.

Sysco Central Pennsylvania will also retain all information received and generated as a result of processing applicants for its Job Group 712 positions through Sysco Central Pennsylvania's selection system. All information received and developed as a result of processing these applicants through Sysco Central Pennsylvania's selection system will be captured and retained on the applicant flow and hire log, including for those steps of the process carried out by Sysco Corporation for Sysco Central Pennsylvania. The applicant flow and hire log will be used to conduct impact ratio analyses on Sysco Central Pennsylvania's selection process. In addition, Sysco Central Pennsylvania will monitor and ensure all stages of the selection procedures will be in compliance with UGESP.

6. **VIOLATION:** During the period November 1, 2013 through October 31, 2014, Sysco Central Pennsylvania failed to preserve all personnel or employment records, in violation of 41 C.F.R. § 60-300.80. Specifically, Sysco Central Pennsylvania failed to preserve copies of all records pertaining to the selection process, including job applications, resumes, screening notes, interview notes, and interview sheets for all applicants in all job groups.

REMEDY: Sysco Central Pennsylvania will keep and preserve all personnel and employment records, in accordance with 41 C.F.R. § 60-300.80, and will keep and preserve those records specified in 41 C.F.R. § 60-300.80(b) for a period of three years from the date of the making of the record.

7. **VIOLATION:** During the period November 1, 2013 through October 31, 2014, Sysco Central Pennsylvania failed to preserve all personnel or employment records, in violation of 41 C.F.R. § 60-741.80. Specifically, Sysco Central Pennsylvania failed to preserve copies of all records pertaining to the selection process, including job applications, resumes, screening notes, interview notes, and interview sheets for all applicants in all job groups.

REMEDY: Sysco Central Pennsylvania will keep and preserve all personnel and employment records, in accordance with 41 C.F.R. § 60-741.80, and will keep and preserve those records specified in 41 C.F.R. § 60-741.80(b) for a period of three years from the date of the making of the record.

PART IV. REPORTS REQUIRED

Sysco Central Pennsylvania must submit the documents and reports described below to:

U.S. Department of Labor
Office of Federal Contract Compliance Programs
Attention: Tom G. Wells, District Director
Two Hopkins Plaza, Suite 600
Baltimore, MD 21201

Sysco Central Pennsylvania agrees to furnish OFCCP with two progress reports. The first report shall be due on or before April 30, 2020. The second report shall be due no later than November 30, 2020 and will cover the 12-month period from November 1, 2019 through October 31, 2020. Sysco Central Pennsylvania will submit the following in each progress report.

1. Documentation of the monetary payment to all Eligible Class Members as specified in the Remedy to Violation 1 above. The documentation must include the names of Eligible Class Members who were paid, and, for each Eligible Class Member, the number and the amount of the check and the date the check cleared the bank. Sysco Central Pennsylvania must provide OFCCP with copies of all canceled checks upon request;
2. Documentation of specific hiring activity for Eligible Class Members who were hired as Outbound Selectors in accordance with this Agreement, including name, date of hire, job title hired into, rate of pay, and proof of retroactive seniority and benefits;
3. For Eligible Class Members who were considered for employment but were not hired, Sysco Central Pennsylvania will provide the reason for non-placement along with all relevant documentation (e.g., documentation that the Eligible Class Member declined a job offer);

4. An applicant flow and hire log for the Outbound Selector position for the reporting period, including applicant name, gender, referral source, date of application, whether the applicant was screened, whether the applicant was interviewed, disposition, date of hire (if applicable), starting pay rate if hired, and reason for nonselection (if applicable);
5. Evidence that Sysco Central Pennsylvania has written and implemented procedures to ensure that personnel records are retained in accordance with 41 C.F.R. § 60-1.12(a) and Part 60-3;
6. Documentation that Sysco Central Pennsylvania has made good faith efforts to develop and implement action-oriented programs designed to remove identified barriers, expand employment opportunities, and produce measurable results for women in Outbound Selector jobs by, at least, recruiting from Pennsylvania Career Link (Capital Region) and the TriCounty Opportunities Industrialization Center (OIC). Sysco Central Pennsylvania will provide evidence of contact with and responses from at least these sources;
7. Documentation demonstrating that Sysco Central Pennsylvania developed and implemented an auditing and reporting system to measure the effectiveness of its total Affirmative Action Program (AAP);
8. The results of the impact ratio analysis for Job Group 712. If the total selection process has an adverse impact, Sysco Central Pennsylvania will provide evaluation of the individual components of the selection process for adverse impact and any actions taken in response to any identified adverse impact;
9. Evidence that Sysco Central Pennsylvania has written and implemented procedures to ensure that personnel records are retained in accordance with 41 C.F.R. § 60-300.80; and
10. Evidence that Sysco Central Pennsylvania has written and implemented procedures to ensure that personnel records are retained in accordance with 41 C.F.R. § 60-741.80.

Sysco Central Pennsylvania will retain all records and data pertinent to the violations resolved by this Agreement and/or used to prepare required reports until this Agreement expires or as long as required by OFCCP's regulations, whichever date occurs later.

PART V. SIGNATURES

This Conciliation Agreement is hereby executed by and between the OFCCP and Sysco Central Pennsylvania, LLC, 3905 Corey Road, Harrisburg, Pennsylvania 17109.

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

RALPH FREYJE
President
Sysco Central Pennsylvania, LLC

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

MICHELE HODGE
Regional Director
OFCCP Mid-Atlantic Region

Date: 9/25/2019

Date: 9/26/2019

ATTACHMENT A
Outbound Selector Class Members

Number	First Name	Last Name
1	(b) (6), (b) (7)(C)	
2		
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You may be eligible to get money and a job because of a legal settlement between Sysco Central Pennsylvania, LLC and the U.S. Department of Labor.

We are writing to provide information about a legal settlement between the U.S. Department of Labor and Sysco Central Pennsylvania, LLC that may benefit you. This settlement involves claims of discrimination in hiring, and our records show that you may be one of the applicants covered by the settlement. If you take the steps described in this Notice by the deadline below, you may be eligible for a payment of back wages and/or a job with Sysco Central Pennsylvania.

ARE YOU AFFECTED?

Women who applied and were not hired for Outbound Selector positions at Sysco Central Pennsylvania's facility between November 1, 2013 and October 31, 2014 are covered by this settlement.

WHAT IS THIS SETTLEMENT ABOUT?

The U.S. Department of Labor's Office of Federal Contract Compliance Programs (OFCCP) conducted a review of Sysco Central Pennsylvania's hiring practices between November 1, 2013 and October 31, 2014. OFCCP is the government agency responsible for enforcing the nondiscrimination and equal employment opportunity through affirmative action requirements that apply to federal contractors. OFCCP issued a Notice of Violation alleging that Sysco Central Pennsylvania discriminated against women in hiring for Outbound Selector positions during the period of November 1, 2013 through October 31, 2014. Sysco Central Pennsylvania denies those claims. Ultimately, OFCCP and Sysco Central Pennsylvania have agreed to resolve the issue through a Conciliation Agreement. A Conciliation Agreement is a legal document that explains the terms of an agreement to settle a Notice of Violation issued by OFCCP.

As a result, you may be eligible for back pay and interest, as well as a job offer.

WHAT DOES THIS MEAN FOR YOU?

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

- (1) **You may be eligible to receive a payment of at least \$1,047.04** (before taxes). This amount represents your share of back wages and other payments Sysco Central

Pennsylvania is making to settle the lawsuit. The final amount you will receive will be reduced by deductions for items such as income tax withholding and Social Security contributions.

- (2) **You may be eligible for a job offer.** Sysco Central Pennsylvania will be making job offers for Outbound Selector positions to some of the individuals receiving this notification. It is not guaranteed that you will receive a job offer. If you are interested in a job with Sysco Central Pennsylvania, please express your interest on the enclosed Claim Form.

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

WHAT IS YOUR NEXT STEP?

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

Please do not ignore these forms or throw them away. Otherwise, you could miss an opportunity to receive money and a job with Sysco Central Pennsylvania.

To be eligible for a payment and job, you must complete, sign, and return **both** the following enclosed forms, (1) the Claim Form and (2) the "Release of Claims Under Executive Order 11246" form by **DATE**. Send your completed and signed forms to:

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

The forms must be postmarked or delivered by [insert actual date].

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

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

HOW CAN YOU GET MORE INFORMATION?

If you have any questions, you may contact OFCCP Compliance Office (b) (7)(C), (b) (7)(E) at (b) (7)(C), (b) (7)(E) (b) (7)(C), (b) (7)(E) or (b) (7)(C), (b) (7)(E)@dol.gov. You can also visit the U.S. Department of Labor Web site about this case at www.dol.gov/ofccp/cml.

Claim Form – Affected Applicants

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

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

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

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

To receive benefits (such as money or a job offer), you must complete and return this Claim Form and the enclosed Release Form. Both must be postmarked or delivered on or before **[Deadline above]**, to:

[Name and Address]

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

Enclosed is a stamped, pre-addressed envelope you can use. *[If there is a Settlement Administrator that can provide online claims processing, these documents can be modified accordingly].*

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

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

NOTE: This notice is only for the person it was sent to and cannot be transferred or used by another person who is not part of the settlement.

Step 1: Please provide the following contact information to process your payment (please PRINT legibly).

First Name: _____ Last Name: _____

Any other names you have used: _____

Home Phone: _____

Cell Phone: _____

Email Address: _____

- I confirm that the address on the cover letter is correct.
- The address on the cover letter is not correct. My correct address is:

Address: _____

Please provide your Social Security number: _____

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

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

Male [] Female []

Notify us at the address below if your address changes, or contact us if you have any questions about this claim form, the notice, or the settlement. *[Depending on the notice process, include contact information for OFCCP or settlement administrator.]*

Name
Address
Phone
Email/Web site link

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

- Yes, I am still interested in an Outbound Selector position with Sysco Central Pennsylvania at 3905 Corey Road, Harrisburg, Pennsylvania 17109.
- No, I am not currently interested in an Outbound Selector position with Sysco Central Pennsylvania.
- I am currently employed by Sysco Central Pennsylvania.

Step 3: Sign and return along with the Release Form

I certify the above as true and correct.

Signature

Date

RELEASE OF CLAIMS UNDER EXECUTIVE ORDER 11246

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

This Release of Claims under Executive Order 11246 ("Release") is a legal document. This document states that in return for Sysco Central Pennsylvania, LLC ("Sysco Central Pennsylvania") providing you with money and/or a potential job offer, you agree that you will not file any lawsuit against Sysco Central Pennsylvania for allegedly violating Executive Order 11246 in connection with hiring for Outbound Selector positions between November 1, 2013 and October 31, 2014. It also says that Sysco Central Pennsylvania does not admit it violated any laws. This Release says you had sufficient time to look at the document, to talk with others about the document, including an attorney if you choose, and that no one pressured you into signing the document. Finally, it says that if you do not sign and return the document by a certain date, you will not receive any money and/or a potential job offer.

In consideration of the payment of at least \$1,047.04 (less deductions required by law) and/or a potential job offer for an Outbound Selector position by Sysco Central Pennsylvania to me, which I agree is acceptable, I agree to the following:

I.

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

II.

I understand that Sysco Central Pennsylvania denies that it treated me unlawfully or unfairly in any way and that Sysco Central Pennsylvania entered into a Conciliation Agreement with the U.S. Department of Labor, Office of Federal Contract Compliance Programs ("OFCCP") and agreed to make the payment and/or a potential job offer described above to resolve without further legal proceedings all issues related to OFCCP's compliance review of Sysco Central Pennsylvania initiated on February 18, 2015. I further agree that the payment of the aforesaid sum and/or a potential job offer by Sysco Central Pennsylvania to me is not to be construed as an admission of any liability by Sysco Central Pennsylvania.

III.

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

I understand that if I do not sign this Release and return it to *[insert OFCCP contact/Settlement Agent contact]* such that it is received by *DATE*, I will not be entitled to receive any payment (less deductions required by law) and/or a potential job offer for an Outbound Selector position.

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

Signature: _____

Date: _____

Printed Name: _____