Conciliation Agreement Between the U.S. Department of Labor Office of Federal Contract Compliance Programs And AmeriPride Services LLC, an Aramark Company 1201 S. Jackson Avenue Odessa, Texas 79761

I. Preliminary Statement

The Office of Federal Contract Compliance Programs ("OFCCP") evaluated AmeriPride Services, LLC's ("AmeriPride") establishment located at 1201 S. Jackson Avenue, Odessa, Texas 79761, beginning on November 21, 2014. OFCCP found that AmeriPride failed to comply with Executive Order 11246, as amended ("EO 11246" or "the Executive Order"), Section 503 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 793 ("Section 503"), and 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 Section(s) 60-1, 60-2, 60-3, 60-20, 60-300 and 60-741.

OFCCP notified AmeriPride of the specific violation(s) and the corrective action(s) required in a Notice of Violation ("NOV") issued on August 29, 2018.

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 AmeriPride 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 Conciliation Agreement.

II. General Terms and Conditions

- In exchange for AmeriPride's fulfillment of all its obligations in this Agreement, OFCCP will not institute administrative or judicial enforcement proceedings under EO 11246, Section 503, and/or VEVRAA based on the violations alleged in the NOV. However, OFCCP retains the right to initiate legal proceedings to enforce this Agreement if AmeriPride violates any provision of this Agreement. Nothing in this Agreement precludes OFCCP from initiating enforcement proceedings based on future compliance evaluations or complaint investigations.
- 2. OFCCP may review AmeriPride'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. AmeriPride 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 AmeriPride of its obligation to fully comply with the requirements of EO 11246, Section 503, VEVRAA, their implementing regulations, or other applicable laws requiring non-discrimination or equal employment opportunity through affirmative action.
- 4. AmeriPride and OFCCP agree that any release of claims required by this Agreement will only pertain to claims under EO 11246, Section 503, and/or VEVRAA.
- AmeriPride 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.
- 8. This Agreement becomes effective on the day it is signed by the Southwest and Rocky Mountain Regional Director (the "In Effect 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 AmeriPride submits its final progress report required in Part IV, below, unless OFCCP notifies AmeriPride in writing before the expiration date that AmeriPride 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 AmeriPride has met all of its obligations under the Agreement.

11. If AmeriPride violates this Agreement:

- a. The procedures at 41 CFR 60-1.34, 41 CFR 60-300.63 and 41 CFR 60-741.63 will govern:
 - i. OFCCP will send AmeriPride a written notice stating the alleged violations and summarizing any supporting evidence.
 - ii. AmeriPride shall have 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 AmeriPride is unable to demonstrate that it has not violated the Agreement, or if OFCCP's alleges irreparable injury, enforcement proceedings may be initiated immediately without issuing a show cause notice or proceeding through any other requirement.
- iv. In the event of a breach of this Agreement by AmeriPride, 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. AmeriPride may be subject to the sanctions set forth in Section 209 of the Executive Order, 41 CFR 60-1.27, 41 CFR 60-741.66, and 41 CFR 60-300.66, and/or other appropriate relief for violating this Agreement.
- 12. AmeriPride neither admits nor denies any violation of the Executive Order, Section 503 or VEVRAA, nor has there been an adjudication on the merits regarding any such violation.
- 13. OFCCP may seek enforcement of this Agreement itself and is not required to present proof of any underlying violations resolved by this Agreement.
- 14. The parties understand and agree that nothing in this Agreement is binding on other governmental departments or agencies other than the United States Department of Labor.
- 15. Each party shall bear its own fees and expenses with respect to this matter.
- 16. This Agreement is limited to the facts of this case. Neither this Agreement, nor any part of the negotiations that occurred in connection with this Agreement, shall constitute admissible evidence with respect to any OFCCP policy, practice or position in any lawsuit, legal proceeding, administrative proceeding, compliance evaluation or audit, except for legal or administrative proceedings concerning the enforcement or interpretation of this specific Agreement.
- 17. All references to "days" in this Agreement, and in the Timeline included as Attachment 9, 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. Specific Violations and Remedies

1. <u>VIOLATION</u>: OFCCP found that AmeriPride is not in compliance with 41 CFR 60-1.4(a)(1). OFCCP's analysis of AmeriPride's hiring process and selection procedures for the Production positions revealed discrimination against male applicants during the period of November 24, 2012 through at least December 31, 2016. OFCCP's refined analysis found that out of male applicants, were hired and out of female applicants, or broken or broken were hired, resulting in a statistically significant disparity of 5.74 standard deviations and a shortfall in hiring of 28 male applicants.

<u>REMEDY</u>: AmeriPride will cease any hiring practices and/or policies that unlawfully or adversely impact male applicants and take the following corrective actions:

- a. Notification: Within 30 calendar days of the Effective Date of this Agreement, AmeriPride will notify the male class members listed in Attachment 1 of the terms of this Agreement by mailing by first class mail to each class member the Hiring Notice to Affected Class (Attachment 2, "Hiring Notice"), Hiring Information Verification & Employment Interest Form (Attachment 3, "Hiring Information Form"), the Hiring Release of Claims Under Executive Order 11246 (Attachment 4, "Hiring Release Form"), and a postage paid return envelope. AmeriPride will notify OFCCP weekly of all letters returned as undeliverable. In addition, within 60 calendar days of the Effective Date of this Agreement, AmeriPride will provide OFCCP with a list of those class members who have not yet responded to the Hiring Notice and/or have not returned a fully executed Hiring Information Form and Hiring Release Form. OFCCP will then attempt to obtain and provide updated addresses to AmeriPride within 15 calendar days of receiving the list from AmeriPride. AmeriPride agrees to mail by first class mail a second Hiring Notice, Hiring Information Form, Hiring Release Form and postage paid return envelope to all class members for whom updated addresses were obtained within 15 calendar days of receiving the updated addresses.
- b. <u>Eligibility</u>: All class members identified on Attachment 1 who timely and fully execute and return the Hiring Information Form and Hiring Release Form to AmeriPride within 140 calendar days of the Effective Date of the Agreement ("Hiring Eligible Class Members") will equally share the monetary settlement and, if indicating an interest in employment, will be eligible to be considered for a Production job pursuant to this Agreement. If a Class Member does not return the Hiring Information Form and Hiring Release Form to AmeriPride within 140 calendar days of the Effective Date of the Agreement, the Class Member will no longer be entitled to any relief pursuant to this Agreement.

Within 145 calendar days of the Effective Date of this Agreement, AmeriPride will provide OFCCP with a list of the Hiring Eligible Class Members who returned the Hiring Information Form and Hiring Release Form within 140 calendar days of the Effective Date of this Agreement, along with a copy of each executed Hiring Information Form and Hiring Release Form it received. Within 160 calendar days of the Effective Date of this Agreement, OFCCP will review and approve the final list of Hiring Eligible Class Members or discuss with AmeriPride any issues necessary to finalize the list, such as the inclusion or exclusion of certain Class Members.

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

c. Offer of Employment: As Production positions become available, AmeriPride will consider qualified Hiring Eligible Class Members not then currently employed by AmeriPride who timely return a fully executed Hiring Information Form and Hiring

Release Form expressing an interest in employment with AmeriPride as a Production worker, until 28 Hiring Eligible Class Members are hired into the Production positions, or until the list of Hiring Eligible Class Members expressing an interest in employment is exhausted, whichever occurs first. Hiring Eligible Class Members will be considered in the order that AmeriPride receives their Hiring Information Forms. If AmeriPride receives more than one response on any given day, those Hiring Eligible Class Members will be considered for employment based on the date of their original application. AmeriPride will complete its hiring obligations under this section within 12 months of the Effective Date of this Agreement or until the list of Hiring Eligible Class Members expressing an interest is exhausted.

Hiring Eligible Class Members will be allowed at least two weeks to report for work after receiving clearance in the post-offer hiring process and a written job offer from AmeriPride. The Hiring Eligible Class Members hired into Production positions pursuant to this Agreement will be paid the current wage rate for the vacant Production position being filled, and will be provided with the same benefits, opportunities to earn overtime, shift differentials and other earnings as other similarly situated Production employees. In addition, to the settlment fund and in lieu of retroactive seniority, AmeriPride will pay an additional \$1,000 to each Eligible Class Member who is hired into a Production position and completed 28 days of employment. This payment will be paid at the completion of the 28th day after beginning employment.

d. Monetary Settlement: AmeriPride agrees to distribute \$84,000 (\$73,920 in back pay and \$10,080 in interest), less legal deductions required by law from back pay only (such as federal, state and/ or local taxes and the Hiring Eligible Class Members' share of FICA taxes), in equal shares among all Hiring Eligible Class Members on the final approved list. AmeriPride will pay to the Internal Revenue Service ("IRS") the employer's share of social security withholdings, and will mail to each Hiring Eligible Class Member an IRS W-2 Form reporting that portion of the payment to the Hiring Eligible Class Member representing back pay and an IRS Form 1099 for that portion of the payment to the Hiring Eligible Class Member representing interest. These IRS forms will be mailed to the Hiring Eligible Class Members either with the settlement checks and/or by the deadline imposed by applicable law. AmeriPride will disburse the monetary settlement within 15 calendar days after OFCCP approves the final Hiring Eligible Class Member List and provides AmeriPride with a copy of it.

Within five calendar days of AmeriPride's receipt of a check to a Hiring Eligible Class Member returned as undeliverable, AmeriPride will contact the class member and attempt to redeliver the payments, or if unable to reach the class member, will notify OFCCP of this fact via e-mail sent to Compliance Officer, (b) (7)(C), (b) (7)(E) at

@dol.gov. OFCCP will attempt to locate such Hiring Eligible Class
Member and will provide AmeriPride with any alternative addresses OFCCP obtains.
AmeriPride will re-mail the check within ten calendar days of receiving an alternate or corrected address. Any check that remains uncashed 120 calendar days after the initial date the check was mailed to the Hiring Eligible Class Member will be void. With respect to any uncashed funds, AmeriPride will make a second distribution within 320 calendar

days of the Effective Date of this Agreement to all Hiring Eligible Class Members who cashed their first check if the amount of uncashed funds would result in a payment of \$30.00 or more to each of such Hiring Eligible Class Members. If the total amount of uncashed funds would result in a payment of less than \$30.00 to each Hiring Eligible Class Member, AmeriPride will use those uncashed funds to provide training in equal employment opportunity to its personnel in addition to training it is obligated to provide under this Agreement.

- e. Revision of the Hiring Process, Implementation and Training: Within 60 calendar days of the Effective Date of this Agreement, AmeriPride will revise, in writing, the practices, policies and procedures it uses to recruit, track and hire applicants for Production positions, as applicable for the facility (the "Revised Hiring Procedures"). With respect to the Revised Hiring Procedures and training to be conducted at the facility, AmeriPride agrees to the following:
 - i. To adopt written procedures for recruiting applicants for Production positions, including mandatory posting and outreach efforts.
 - ii. To use non-discriminatory qualifications and written criteria to select and/or eliminate Production applicants at each step of the hiring process, including the qualifications and criteria to be used in any application screen, interview, test, post-offer screening or other selection procedures. AmeriPride will also implement procedures to limit subjectivity in the hiring process for Production openings with respect to the evaluation and use of minimum qualifications.
 - iii. To adopt procedures to ensure that: (i) applicants are tracked and decisions are documented at each step in the hiring process, and (ii) documents are retained in accordance with 41 CFR 60-1.12(a) and Part 60-3.
 - iv. AmeriPride shall conduct adverse impact analyses of the individual components of its selection process for Production positions every six months. Where it is determined that a selection procedure has an adverse impact, as defined in 41 CFR 60-3.4D, on the hiring of applicants of a particular race or gender, AmeriPride will eliminate the procedure, choose an alternative procedure, validate the procedure, or where validity studies cannot or need not be performed, utilize selection procedures which are as job related as possible and which will minimize or eliminate adverse impact and maintain documentation evidence showing why a validity study cannot or need not be performed and why continued use of the procedure is consistent with Federal law in accordance with the UGESP codified at 41 CFR Part 60-3. AmeriPride agrees to maintain and make available to OFCCP records concerning the impact of the selection process for Production positions at the 1201 S. Jackson, Odessa, Texas facility. This includes the number of persons hired by gender and race, the number of applicants who applied by gender and race, and the selection procedures utilized. This information will be maintained until the expiration of this Agreement or as long as required by the regulations, whichever is later.

- v. Thereafter, within 90 calendar days of the Effective Date of this Agreement, AmeriPride will fully implement the Revised Hiring Process and will train all individuals involved in any way in recruiting, selecting or tracking applicants for Production positions on the Revised Hiring Process. The training will include instruction in the proper implementation of the recruitment, tracking and selection procedures, the 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 decisions made at each step in the hiring process, and the procedures to be used to ensure that documents are retained in accordance with 41 CFR 60-1.12(a) and Part 60-3.
- 2. <u>VIOLATION</u>: OFCCP found that AmeriPride discriminated against female employees in Production positions during the period December 27, 2013 through at least December 30, 2016¹ by paying them less than similarly-situated male employees in Production positions in violation on 41 CFR 60-1.4(a)(1) and 41 CFR 60-20.4.

Specifically, OFCCP performed regression analyses using the payroll data AmeriPride submitted. The analyses revealed female Production employees were paid a regular hourly rate that was broken their similarly-situated male employees. This disparity persists despite controlling for tenure and rehire status. OFCCP's results were statistically significant at over 2.76 standard deviations or higher for the years 2013, 2014, 2015, and 2016 with tenure and rehire status.

<u>REMEDY</u>: AmeriPride will cease any compensation practices and/or policies that unlawfully or adversely impact female employees and take the following corrective actions:

a. Notice: Within 30 calendar days of the Effective Date of this Agreement, AmeriPride will notify the female class members (Attachment 5, "Compensation Class Members") of the terms of this Agreement by mailing by certified mail to each individual in the affected class the Compensation Notice to Affected Class (Attachment 6, "Compensation Notice"), Compensation Information Verification Form (Attachment 7, "Compensation Information Form"), a Compensation Release of Claims Under Executive Order 11246 (Attachment 8, "Compensation Release"), and a postage paid return envelope. AmeriPride will notify OFCCP of all letters returned as undeliverable on a weekly basis. In addition, within 60 days of the Effective Date of this Agreement, AmeriPride will provide OFCCP with a list of the individuals in the affected class who have not yet responded to the Compensation Notice and/or have not returned a signed Compensation Information Form and Compensation Release. OFCCP will then attempt to obtain and provide updated addresses to AmeriPride within 15 calendar days of receiving the list from AmeriPride. AmeriPride agrees to mail by certified mail a second Compensation Notice, Compensation Information Form, Compensation Release and postage paid return envelope to all individuals for whom updated addresses were obtained within 15 days of receiving the updated addresses.

During the referenced period, the Production positions included the Production and Wash Aisle positons.

b. Eligibility: All Compensation Class Members identified on Attachment 5 who sign and return the Compensation Information Form and Compensation Release to AmeriPride within 140 calendar days of the Effective Date of this Agreement will receive a share of the monetary settlement. If a Compensation Class Member does not return the Compensation Information Form and Compensation Release to AmeriPride within 140 calendar days of the Effective Date of this Agreement, the Compensation Class Member will no longer be entitled to any relief pursuant to this Agreement.

Within 145 calendar days of the Effective Date of this Agreement, AmeriPride will provide OFCCP with a list of the Compensation Eligible Class Members (Compensation Class Members who returned the Compensation Information Form and Compensation Release by the deadline), along with a copy of each Compensation Information Form and Compensation Release it received. Within 160 calendar days of the Effective Date of this Agreement, OFCCP will approve the final list of Compensation Eligible Class Members or discuss with AmeriPride any issues necessary to finalize the list, such as the inclusion or exclusion of certain Compensation Class Members. OFFCP will calculate the total amount owed to each class member located and provide this information to AmeriPride with the final list. All Compensation Eligible Class Members are entitled to their share of the monetary payment discussed in paragraph (C) below.

c. Monetary Settlement: AmeriPride agrees to distribute a total monetary settlement of \$80,000 (\$70,400 in back wages and \$9,600 in interest) less legal deductions required by law from back pay only (such as federal, state and/or local taxes and the Compensation Eligible Class Member's share of FICA taxes), in proportionate shares among all Compensation Eligible Class Members on the final approved list. AmeriPride will pay the IRS the employer's share of social security withholdings and will mail each Compensation 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 to the Compensation Eligible Class Members either with the settlement checks and/or by the deadline imposed by applicable law. AmeriPride will disburse the monetary settlement within 15 calendar days after OFCCP approves the final list of Compensation Eligible Class Members.

- amount of uncashed funds would result in a payment of less than \$30.00 to each Compensation Eligible Class Member, AmeriPride will use those uncashed funds to provide training in equal employment opportunity to its personnel in addition to training it is obligated to provide under this Agreement.
- d. Salary Adjustments: Within one hundred eighty (180) days of the Effective Date of this Agreement, AmeriPride will conduct a compensation analysis of the compensation of employees in the Production positions at its Odessa facility. AmeriPride's analysis will study base pay and gender, ethnicity and/or race, and it will utilize, at a minimum, department, and tenure. AmeriPride will provide the compensation database used in the analysis to OFCCP². AmeriPride will also provide OFCCP with all pertinent information necessary for OFCCP to conduct a compensation analysis of the employees in the Production Employee positions at the Odessa facility. AmeriPride will provide OFCCP with enough information for the Agency to replicate the company's compensation analysis and a narrative discussing the results. AmeriPride will investigate and remedy through salary adjustments any statistically significant compensation disparities based on gender, ethnicity and/or race that cannot be explained by legitimate factors.
- e. <u>Non-Monetary Remedies</u>: AmeriPride will ensure that all Production employees are afforded equal employment opportunities. AmeriPride agrees to continue or to implement the corrective actions detailed below.
 - i. Evaluation. AmeriPride will evaluate whether starting salaries are the same for females and males, and if not, will explain why the starting pay rates are different. AmeriPride will make salary increase decisions, promotion decisions, level designations, and job assignments in accordance with principles of equal opportunity. If these decisions have an adverse impact on female workers, AmeriPride must validate the selection procedure or practice causing the adverse impact in accordance with the guidelines set forth in 41 CFR Part 60-3, or use selection procedures and practices which are as job related as possible and which will minimize or eliminate the adverse impact. See 41 CFR 60-3.3 and 3.6.
 - ii. Eliminate Discriminatory Compensation Practices. AmeriPride agrees to immediately eliminate compensation practices that negatively affect the compensation of female employees in Production positions, and consider alternative practices.
 - iii. Implement Improved Policies. AmeriPride will ensure that compensation decisions are evaluated for compliance with the Executive Order 11246 and implementing regulations within 60 calendar days of the Effective Date of this Agreement.

 AmeriPride will implement procedures to ensure that documents are retained in

² The database will include employee name/id, gender, race/ethnicity, hire date, job title, department, base salary and or wage rate, hours worked in a typical workweek, and other compensation or adjustments to salary such as bonuses, incentives, commissions, merit increases, locality pay or overtime should be identified separately for each employee. AmeriPride will also include any additional data on factors used in the analysis such as, but not limited to, experience, performance ratings, and salary level/band/range/grade.

accordance with 41 CFR 60-1.12(a) and Part 60-3.

- iv. Training. Within six months of the Effective Date of this Agreement, AmeriPride will train all individuals involved in any manner in determining compensation for Production positions on any new and revised policies, procedures, and programs developed under Part III-2.e of this Agreement.
- v. Self-monitoring/ Auditing. AmeriPride will monitor base salary as well as the administration of non-base compensation and employment actions such as overtime assignments, shift assignments that impact shift differentials, etc. for any indication of statistically significant disparities based on race and/or gender and will investigate and remedy any such inequity that may be established.
 - AmeriPride expressly agrees to investigate any complaint or information it receives that may indicate compensation disparities.
 - AmeriPride commits to self-monitor its compensation program for Production positions on an annual basis.
- 3. <u>VIOLATION</u>: OFCCP found that AmeriPride failed to preserve personnel or employment records in accordance with the requirements of 41 CFR 60-1.12, 41 CFR 60-3.4, and 41 CFR 60-3.15.

<u>REMEDY</u>: AmeriPride will ensure that its records are collected and maintained in accordance with the requirements of 41 CFR 60-1.12, 41 CFR 60-3.4, and 41 CFR 60-3.15.

4. <u>VIOLATION</u>: OFCCP found that AmeriPride did not submit an acceptable Job Group Analysis as required by 41 CFR 60-2.12. Specifically, the January 1 through December 31, 2014 Affirmative Action Program (AAP) Job Group Analysis listed job groups with job titles that were not similar in content, wage rates or opportunities and do not align with their respective job group descriptions. As such, subsequent AAP analyses that are dependent on the Job Group Analysis were also unacceptable pursuant to 41 CFR 60-2.13 – 2.16. Lastly, the employment data reported in the EEO-1 report was inaccurate as well pursuant to 41 CFR 60-1.7(a).

<u>REMEDY</u>: AmeriPride will submit an acceptable Job Group Analysis and subsequent AAP analyses pursuant to 41 CFR 60-2.12 – 2.16 and will also ensure that it accurately reports its employment data in its annual EEO-1 report pursuant to 41 CFR 60-1.7(a).

5. <u>VIOLATION</u>: OFCCP found that AmeriPride failed to maintain and have available for inspection adverse impact analyses of the total selection process in accordance with 41 CFR 60-3.4 and 41 CFR 60-3.15A. Additionally, AmeriPride failed to maintain and have available for inspection an adverse impact analysis for each group constituting more than 2% of the labor force or 2% of the applicable workforce and of the individual

components of the selection process for adverse impact in accordance with the requirements of 41 CFR 60-3.4 and 41 CFR 60-3.15A.

REMEDY: AmeriPride will maintain and have available for inspection adverse impact analyses on at least an annual basis for purposes of determining whether adverse impact exists against applicants based on race, sex, or ethnic groups in hiring. These analyses will be done by job for each group constituting more than 2% of the labor force in the relevant labor area. If adverse impact is identified in the total selection process, AmeriPride will evaluate each individual component of the selection process for adverse impact. If adverse impact is found to exist in any of the individual components of the selection process, AmeriPride will explain how the criteria is job related and consistent with business necessity, validate the component(s) in accordance with the Uniform Guidelines on Employee Selection Procedures, or utilize selection procedures which do not result in adverse impact.

6. <u>VIOLATION</u>: OFCCP found that AmeriPride failed to perform in-depth analyses of its compensation system to determine whether there were gender-, race- or ethnicity-based disparities in accordance with 41 CFR 60-2.17(b). As such, subsequent AAP components, action-oriented programs and an internal audit and reporting system, which are dependent on the analyses of its compensation system, were also unacceptable pursuant to 41 CFR 60-2.17(c) and (d).

REMEDY: AmeriPride will perform in-depth analyses of its compensation system to determine whether there are gender-, race-, or ethnicity-based disparities in accordance with 41 CFR 60-2.17(b). Additionally, AmeriPride will develop and implement acceptable action-oriented programs and an internal audit and reporting system in accordance with 41 CFR 60-2.17(c) and (d).

7. VIOLATION: OFCCP found that AmeriPride failed to conduct an appropriate review of personnel processes and make necessary modifications in accordance with the requirements at 41 CFR 60-300.44 (b). Specifically, during the January 1, 2014 through December 31, 2014 AAP period for protected veterans, the review of personnel processes AAP component does not include an appropriate description of the review of personnel processes or any necessary modifications to personnel processes, or development of new processes, to ensure that obligations in this part are met.

<u>REMEDY</u>: On December 10, 2019, AmeriPride submitted documentation to evidence AmeriPride is in compliance with the requirements at 41 CFR 60-300.44 (b),.

8. <u>VIOLATION:</u> OFCCP found that AmeriPride failed to adhere to a schedule for the review of all physical and mental job qualification standards in accordance with the requirements at 41 CFR 60-300.44 (c). Specifically, during the January 1, 2014 through December 31, 2014 AAP period for Protected Veterans, the physical and mental qualifications AAP component does not include a schedule of the review of all physical and mental job qualification standards to ensure that they are job-related and are consistent with business necessity.

- <u>REMEDY</u>: On December 10, 2019, AmeriPride submitted documentation to evidence AmeriPride is in compliance with the requirements at 41 CFR 60-300.44 (c),.
- 9. <u>VIOLATION</u>: OFCCP found that AmeriPride failed to conduct an appropriate review of personnel processes and make necessary modifications in accordance with the requirements at 41 CFR 60-741.44 (b). Specifically, during the January 1, 2014 through December 31, 2014 AAP period for Individuals with Disabilities, the review of personnel processes AAP component does not include an appropriate description of the review of personnel processes or any necessary modifications to personnel processes, or development of new processes, to ensure that obligations in this part are met.
 - <u>REMEDY</u>: On December 10, 2019, AmeriPride submitted documentation to evidence AmeriPride is in compliance with the requirements at 41 CFR 60-300.44 (c).
- VIOLATION: OFCCP found that AmeriPride failed to adhere to a schedule for the 10. review of all physical and mental job qualification standards in accordance with the requirements at 41 CFR 60-741.44 (c). Specifically, during the January 1, 2014 through December 31, 2014 AAP period for Individuals with Disabilities, the physical and mental qualifications AAP component does not include a schedule of the review of all physical and mental job qualification standards to ensure that they are job-related and are consistent with business necessity. Furthermore, as it relates to Violations 7 - 10, the job description for the Production job states that applicants must possess a lifting capability up to 100 pounds and a push/pull ability up to 300 pounds assisted. Furthermore, OFCCP observed the Production job duties while onsite and determined that the job does not require the stated lifting and push/pull requirement. The Production job description contains no date in which the description has been reviewed or updated. Hence, OFCCP determined AmeriPride failed to conduct an appropriate review of personnel processes and make necessary modifications. Additionally, the AAP's "Physical and Mental Qualifications" section states AmeriPride reviews the physical and mental job qualification standards of all jobs only periodically. However, there is no evidence to demonstrate a periodic review. Hence, OFCCP determined AmeriPride failed to adhere to a schedule for the review of all physical and mental job qualification standards.

<u>REMEDY</u>: On December 10, 2019, AmeriPride submitted documentation to evidence AmeriPride is in compliance with the requirements at 41 CFR 60-741.44 (c).

IV. Reports Required

AmeriPride must submit the documents and reports described below to:

Dinorah S. Boykin, San Antonio District Director OFCCP 615 E. Houston St., Suite 340 San Antonio, Texas 78205 AmeriPride will submit two progress reports covering a six month period from AmeriPride's next AAP year. The first progress report will be due seven months after the start of AmeriPride's AAP and will cover the first six-month AAP period. The subsequent report will cover the successive six-month AAP period, and will be submitted within 30 calendar days after the close of that six-month period. AmeriPride will submit the following in each progress report.

Pursuant to Violations 1 and 2, AmeriPride will submit the following in each progress report:

- 1. Documentation of notices to all Hiring Eligible Class Members as specified in Remedy 1 and Compensation Eligible Class Members as specified in Remedy 2. The documentation will include the names of Hiring Eligible Class Members and Compensation Eligible Class Members who were mailed notices and the results of such mailing.
- 2. Documentation of monetary payments to all Hiring Eligible Class Members as specified in Remedy 1 and Compensation Eligible Class Members as specified in Remedy 2. The documentation will include the names of Hiring Eligible Class Members and Compensation Eligible Class Members who were paid, and, for each Hiring Eligible Class Member and Compensation Eligible Class Members, the number and the amount of the check and the date the check cleared the bank. AmeriPride will provide OFCCP with copies of all canceled checks upon request.
- 3. Documentation of specific hiring activity for Hiring Eligible Class Members who were hired in Production positions in accordance with this Agreement, including name, date of hire, job title hired into, rate of pay and proof of retroactive seniority and benefits.
- 4. For Hiring Eligible Class Members who were considered for employment but were not hired, AmeriPride will provide the reason for non-placement along with all relevant documentation (e.g., documentation that the Eligible Class Member declined a job offer).

Pursuant to Violation 1 and 5, AmeriPride will submit the following in each progress report:

- 5. The total number of job seekers (race/gender information as available), applicants, and hires and the breakdown by race and gender of applicants and hires for all Production positions during the reporting period;
- 6. For Production positions, the results of AmeriPride's analysis as to whether its total selection process has adverse impact, as defined in 41 CFR 60-3.4D, on those members of groups set forth in 41 CFR 60-3.4B (for purposes of the adverse impact analysis, AmeriPride will not include hires made of Eligible Class Members pursuant to this Agreement in that analysis; AmeriPride will combine the data for the current report with the data from the previous report(s) to analyze at least a 12-month period);
- 7. For each case where the total selection process has an adverse impact, as defined in 41 CFR 60-3.4D, the results of AmeriPride's evaluation of the individual components of the selection process for adverse impact; and/or

8. The actions taken by AmeriPride upon determining that any component of the selection process has an adverse impact on members of groups set forth in Remedy for Violation 5 above.

With the first progress report, AmeriPride will submit the following:

- 9. Pursuant to paragraph (e) of Remedy 1, AmeriPride will submit to OFCCP a copy of the written Revised Hiring Procedures, documentation that procedures to ensure that applicants are tracked and decisions are documented at each step in the hiring process are implemented and that documents are retained, and documentation confirming the required training set forth in Remedy 1. The documentation shall include the dates of the training, the names and job titles of all attendees, and the name and job title of each person who conducted the training.
- 10. Pursuant to Violation 2, AmeriPride will provide OFCCP with documentation of the results of AmeriPride's compensation analysis for its Odessa facility as described in Remedy 3 paragraph (e) and any actions taken. The documentation will include the compensation database used in the analysis. AmeriPride will also provide OFCCP with all pertinent information necessary for OFCCP to conduct a compensation analysis for the Odessa facility, including but not limited to payroll data (in excel format), all information relating to salary adjustments that incorporate the gender, ethnicity and/or race of all new individuals hired in the Odessa facility. In addition, AmeriPride will provide OFCCP with enough information for the Agency to replicate the company's compensation analysis, including, but not limited to, the factors used (such as time in company and performance) and a narrative discussing the results and actions taken, if any.
- 11. Pursuant to Remedy 2, AmeriPride will provide documentation that it ensured compensation decisions are in compliance with the regulations and documentation of the training provided to all individuals involved in any manner in determining compensation for Production positions on any new and revised policies, procedures, and programs developed.
- 12. Pursuant to Remedy 4, AmeriPride will provide documentation of AmeriPride's Job Group Analysis in its AAP.

AmeriPride 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 (or whichever time period is longer).

V. Signatures

This Conciliation Agreement is hereby executed by and between the OFCCP and AmeriPride

Services LLC, an Aramark company.
(b) (6), (b) (7)(C)

General Manager
AmeriPride Services LLC
1201 S. Jackson Avenue
Odessa, TX 79761

Date: 3/04/2020

(b) (7)(C), (b) (7)(E)

(b) (7)(C), (b) (7)(E)

Compliance Officer San Antonio District - OFCCP

Date: 03 05 2020

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

Dinoran S. Boykin
District Director
San Antonio District - OFCCP

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

Regional Director
Southwest and Rocky Mountain Region
OFCCP

Date: 03/06/2020

Attachments

Attachment 1 Hiring Class Members

Attachment 2 Hiring Notice to Affected Class

Attachment 3 Hiring Information Verification & Employment Interest Form

Attachment 4 Hiring Release of Claims Under Executive Order 11246

Attachment 5 Compensation Class Members

Attachment 6 Compensation Notice to Affected Class

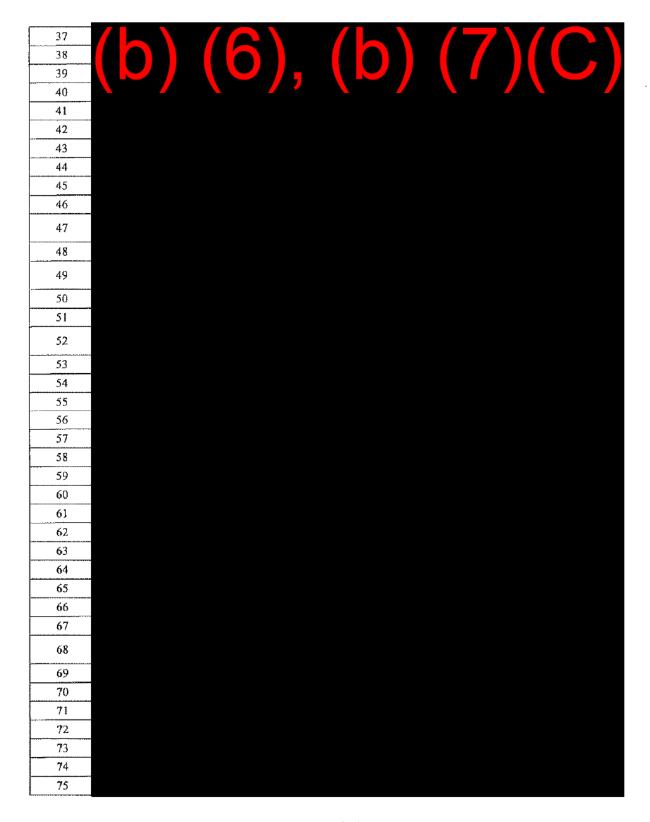
Attachment 7 Compensation Information Verification Form

Attachment 8 Compensation Release of Claims Under Executive Order 11246

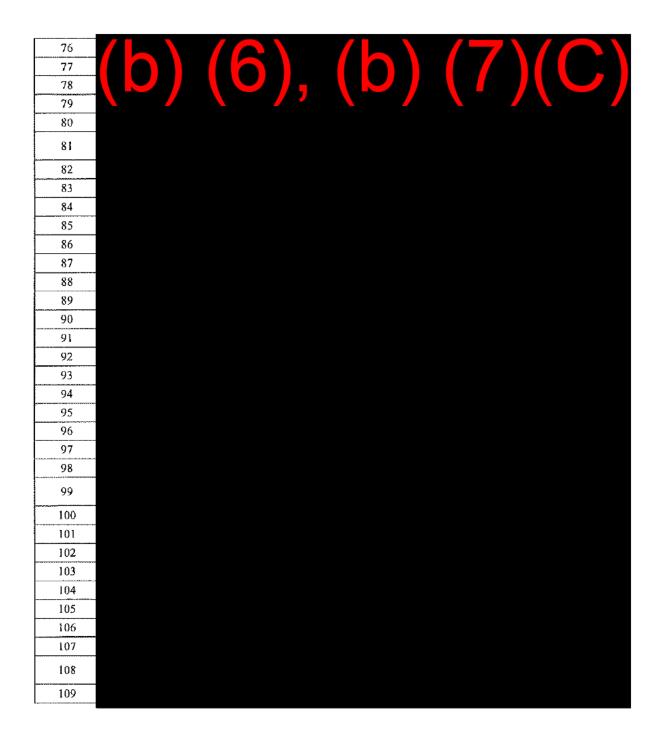
Attachment 9 Timeline

Attachment 1 Hiring Class Members

COUNT	APP ID NUMBER	LAST NAME, FIRST NAME	RACE	GENDER	DATE OF APPLICATION
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Page 17 of 34



Attachment 2 Hiring Notice to Affected Class

Dear [NAME]:

AmeriPride Services LLC ("AmeriPride"), and the Department of Labor's Office of Federal Contract Compliance Programs ("OFCCP") have entered into a Conciliation Agreement ("Agreement") to remedy the violations of Executive Order 11246 ("EO 11246") that OFCCP found during a compliance review of AmeriPride's 1201 S. Jackson Avenue, Odessa, Texas 79761 facility. OFCCP's analysis of AmeriPride's hiring process and selection procedures revealed that during the period of November 24, 2012 through December 31, 2016 ("review period") AmeriPride discriminated against male applicants for Production positions. OFCCP found that there was a disparity in the hiring of Production jobs based on gender. AmeriPride has not admitted to any violation of EO 11246 and there has not been any adjudicated finding that AmeriPride violated any laws. OFCCP and AmeriPride entered into the Agreement to resolve the matter without resorting to further legal proceedings.

You have been identified as an individual who applied for a Production position during that time period, but was not hired. As part of this Agreement, you may be eligible to receive a distribution of at least \$_______, less lawful payroll deductions. Under the terms of this Agreement it may take up to [NUMBER] months from the date of this letter before you receive your distribution. In order to be eligible for a payment, you must complete, sign, and return the enclosed Information Verification and Employment Interest Form and Release of Claims Under Executive Order 11246 ("Release"). You should complete and mail back the form as soon as possible, but no later than ______ (140 calendar days from the Effective Date of the Agreement), for you to be entitled to participate in this settlement:

(NAME) (POSITION) (CONTRACTOR) (ADDRESS)

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

In addition to the monetary distribution, AmeriPride will be making job offers for Production positions to a limited number of individuals receiving this notification. It is not certain that you will receive a job offer. If you are still interested in employment with AmeriPride, please check the appropriate box on the enclosed Information Verification and Employment Interest Form. Those receiving this notice will be considered for Production positions in the order that AmeriPride receives the Information Verification and Employment Interest Form expressing an interest in employment. If you have any questions you may call [NAME] at [CONTRACTOR] at [PHONE NUMBER], or OFCCP Compliance Officer (b) (7)(C). (b) (7)(C) at (210) 472-5835. Your call will be returned as soon as possible.

IF YOU FAIL TO COMPLETE AND RETURN THE ENCLOSED DOCUMENTS TO AMERIPRIDE BY [DATE] (140 calendar days from the Effective Date of the Agreement),

YOU WILL NOT BE ELIGIBLE TO RECEIVE A PAYMENT OR TO BE CONSIDERED FOR A JOB OFFER.

Sincerely,

(NAME) (TITLE)

Enclosures Information Verification and Employment Interest Form Release of Claims Under Executive Order 11246

Attachment 3 Hiring Information Verification & Employment Interest Form

YOU MUST COMPLETE THIS FORM IN ORDER TO BE ELIGIBLE FOR THE MONETARY PAYMENT AND/OR EMPLOYMENT OPPORTUNITIES UNDER THE TERMS OF THE CONCILIATION AGREEMENT ("AGREEMENT") BETWEEN AMERIPRIDE AND THE DEPARTMENT OF LABOR'S OFFICE OF FEDERAL CONTRACT COMPLIANCE PROGRAMS. PLEASE PRINT LEGIBLY, EXCEPT FOR THE SIGNATURE.

Name:		
Address:		
Telephone Numbers: Home	Cell	Work
Email Address:		annumber 1964
Notify AmeriPride at the address below twelve months.	v if your address or p	shone number changes within the next
Your Social Security Number (to be us	ed for tax purposes	only):
For purposes of this settlement, it is need	cessary to verify you	r gender:
Male [] Female []		
Please indicate below whether you are position with AmeriPride. If you comp Employment Interest Form and Release eligible for the monetary payment whe	lete, sign, and return e of Claims Under E	this Information Verification and xecutive Order 11246, you remain
[] Yes, I am still interested in emplo	oyment with AmeriP	ride as a Production employee.
[] No, I am not currently interested employee.	in employment with	AmeriPride as a Production

IF YOU FAIL TO COMPLETE AND RETURN THE ENCLOSED DOCUMENTS TO THE ADDRESS BELOW BY [DATE] (140 calendar days from the Effective Date of the Agreement), YOU WILL NOT BE ELIGIBLE TO RECEIVE A PAYMENT OR TO BE CONSIDERED FOR A JOB OFFER.

(NAME)	
(ADDRESS)	
I(print name)	, certify the above is true and correct.
Signature	Date

Attachment 4 Hiring 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 AmeriPride Services LLC paying you money, you agree that you will not file any lawsuit against AmeriPride Services LLC, for allegedly violating Executive Order 11246 in connection with its selection procedures for applicants for Production positions. It also says that AmeriPride Services LLC does not admit it violated any laws. This Release says you had sufficient time to look at the document, to talk with others about the document, including an attorney if you choose, and that no one pressured you into signing the document. Finally, it says that if you do not sign and return the document by a certain date, you will not receive any money.

In consideration of the payment of at least \$	(less deductions required by law) by
AmeriPride Services LLC ("AmeriPride) to m	e, which I agree is acceptable, I
agree	to the following:
(print name)	

I.

I hereby waive, release and forever discharge AmeriPride Services LLC, an Aramark company, 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 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 my non-selection for employment as a Production employee on the basis of my gender at any time through the effective date of this Release.

II.

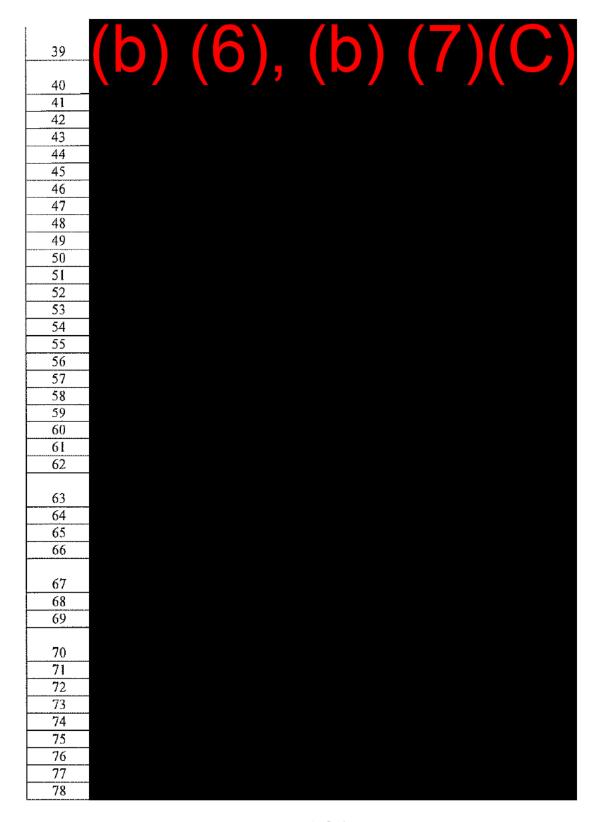
I understand that AmeriPride denies that it treated me unlawfully or unfairly in any way and that AmeriPride entered into a Conciliation Agreement with the U.S. Department of Labor, Office of Federal Contract Compliance Programs ("OFCCP") and agreed to make the payment described above to resolve alleged disparities in hiring and to resolve the matter without further legal proceedings in the compliance review initiated by OFCCP on November 24, 2012. I further agree that the payment of the aforesaid sum by AmeriPride to me is not to be construed as an admission of any liability by AmeriPride.

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.

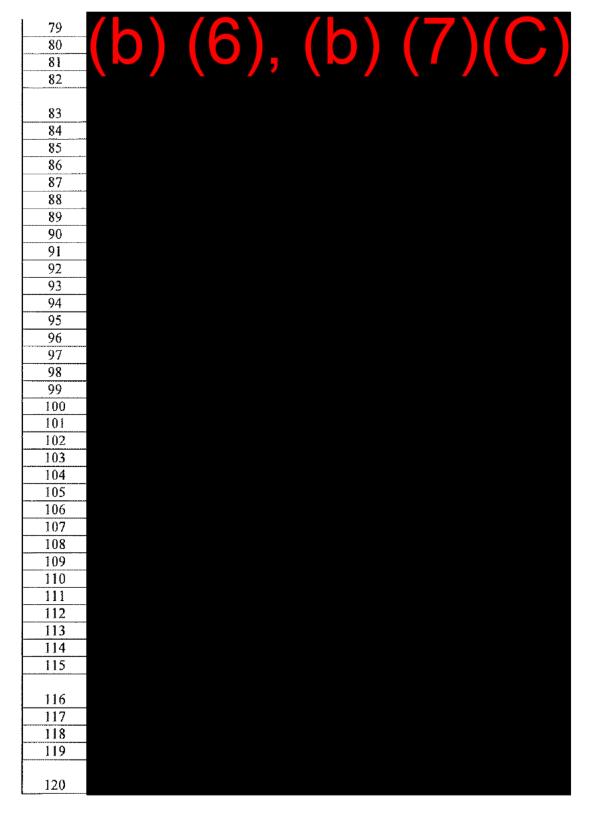
IV.
I understand that if I do not sign this Release and return it to AmeriPride by (140 calendar days from the Effective Date of the Agreement, I will not be entitled to receive any payment (less deductions required by law) from AmeriPride.
IN WITNESS WHEREOF, I have signed this document on this day of
Signature

Attachment 5 Compensation Class Members

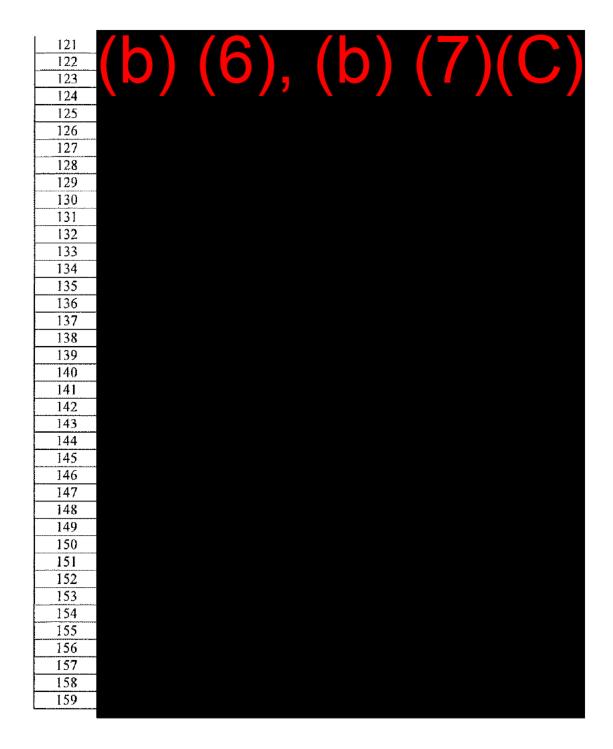
	EMPLOYEE		FIRST		
COUNT	NUMBER	NAME		RACE	GENDER
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Page 26 of 34



Page 27 of 34



Attachment 6 Compensation Notice to Affected Class

Dear [NAME]:

AmeriPride Services LLC ("AmeriPride") and the Department of Labor's Office of Federal Contract Compliance Programs ("OFCCP") have entered into a Conciliation Agreement ("Agreement") to remedy the violations of Executive Order 11246 ("EO 11246") that OFCCP found during a compliance review of AmeriPride's 1201 S. Jackson Avenue, Odessa, Texas 79761 facility. OFCCP's analysis of AmeriPride's compensation practices revealed that during the period December 27, 2013 through December 31, 2016, female employees in Production positions were paid significantly less per year than male employees in the same positions. AmeriPride has not admitted to any violation of Executive Order 11246 and there has not been any adjudicated finding that AmeriPride violated any laws. OFCCP and AmeriPride 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 a Production position during that time period. As part of this Agreement, you may be eligible to receive a distribution of at monetary payment, less lawful payroll deductions. Under the terms of this Agreement it may take up to [NUMBER] months from the date of this letter before you receive your distribution. In order to be eligible for a payment, you must complete, sign, and return the enclosed Information Verification Form and Release of Claims Under Executive Order 11246 ("Release"). You should complete and mail back the form as soon as possible, but no later than ______ (140 calendar days from the Effective Date of the Agreement), for you to be entitled to participate in this settlement:

(NAME) (POSITION) (CONTRACTOR) (ADDRESS)

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

If you have any questions you may call [NAME] at [CONTRACTOR] at [PHONE NUMBER], or OFCCP Compliance Officer (D) (7)(C), (D) (7)(E) at (210) 472-5835. Your call will be returned as soon as possible.

IF YOU FAIL TO COMPLETE AND RETURN THE ENCLOSED DOCUMENTS TO AMERIPRIDE BY [DATE] (140 calendar days from the Effective Date of the Agreement), YOU WILL NOT BE ELIGIBLE TO RECEIVE A PAYMENT.

(NAME)
(TITLE)

Sincerely,

Enclosures Information Verification Form Release of Claims Under Executive Order 11246

Attachment 7 Compensation Information Verification Form

YOU MUST COMPLETE THIS FORM IN ORDER TO BE ELIGIBLE FOR THE MONETARY PAYMENT UNDER THE TERMS OF THE CONCILIATION AGREEMENT ("AGREEMENT") BETWEEN ARMARK AND THE DEPARTMENT OF LABOR'S OFFICE OF FEDERAL CONTRACT COMPLIANCE PROGRAMS. PLEASE PRINT LEGIBLY, EXCEPT FOR THE SIGNATURE.

Name:		
Address:		
Telephone Numbers: Home	Cell	Work
Email Address:		
Notify AmeriPride at the address belo twelve months.	w if your address or pl	none number changes within the next
Your Social Security Number (to be u	sed for tax purposes or	nly):
For purposes of this settlement, it is no	ecessary to verify your	gender:
Male [] Female []		
IF YOU FAIL TO COMPLETE AN THE ADDRESS BELOW BY [DAT Agreement), YOU WILL NOT BE	E] (140 calendar day	s from the Effective Date of the
(NAME)		
(ADDRESS)		
I,(print name)	, certify the above	is true and correct.
Signature	Date	-PO_2449A*

Attachment 8 Compensation 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 AmeriPride Services LLC paying you money, you agree that you will not file any lawsuit against AmeriPride Services LLC., for allegedly violating Executive Order 11246 in connection with its compensation practices for Production positions. It also says that AmeriPrideServices, Inc. does not admit it violated any laws. This Release says you had sufficient time to look at the document, to talk with others about the document, including an attorney if you choose, and that no one pressured you into signing the document. Finally, it says that if you do not sign and return the document by a certain date, you will not receive any money.

In consideration of the payment of at lea	st \$ (less deductions required by law) by
AmeriPride Services LLC to me, which	I agree is acceptable, I
	agree to the following:
(print name)	

1.

I hereby waive, release and forever discharge AmeriPride Services LLC, an Aramark company, 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 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 my compensation as a Production employee on the basis of my gender at any time through the effective date of this Release.

II.

I understand that AmeriPride denies that it treated me unlawfully or unfairly in any way and that AmeriPride entered into a Conciliation Agreement with the U.S. Department of Labor, Office of Federal Contract Compliance Programs ("OFCCP") and agreed to make the payment described above to resolve alleged disparities in hiring and to resolve the matter without further legal proceedings in the compliance review initiated by OFCCP on November 24, 2012. I further agree that the payment of the aforesaid sum by AmeriPride to me is not to be construed as an admission of any liability by AmeriPride.

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 AmeriPride by (140 calendar days from the Effective Date of the Agreement, I will not be entitled to receive any payment (less deductions required by law) from AmeriPride.
IN WITNESS WHEREOF, I have signed this document on thisday of
. 20

the practices, policies and procedures it uses to recruit, track and hire applicants for Production	implement procedures to ensure that documents are retained in accordance with 41 C.F.R.		
positions, as applicable for the facility (the "Revised Hiring Procedures").	60-1, 12(a) and Past 60-3.	60	05/05/2020
In addition, within 60 catendar days of the Effective Date of this Agreement, AmeriPride will provide	In addition, within 60 days of the Effective Date of this Agreement, AmeriPride will provide OFCCP with a list of the individuals in the affected class who have not yet responded to the		
OFCCP with a list of those class members who have not yet responded to the Hiting Notice and/or have not returned a fully exceuted Hiring Information Form and Hiring Release Form.	Compensation Notice and/or lowe not returned a signed Compensation Information Form and Compensation Release.	60	05/05/2020
OFCCP will then attempt to obtain and provide updated addresses to AmeriPride within 15 calendar days of receiving the list from AmeriPride.	OFCCP will then attempt to obtain and provide updated addresses to AmeriPride within 15 calendar days of receiving the list from AmeriPride.	15	05/20/2020
AmeriPride agrees to mail by first class mail a second Hiring Netice, Hiring Information Form, Hiring	AmeriPride agrees to mail by certified mail a second Compensation Notice, Compensation	-13	0.312.012.02.0
Release Form and postage paid renam envelope to all class mambers for whom updated addresses were obtained within 15 calesdar days of receiving the updated addresses.	Information Form, Compensation Release and postage paid return envelope to all individuals for whom updated addresses were obtained within 15 days of receiving the undeted addresses.	15	06/04/2020
Thereafter, within SO calendar days of the effective date of this Agreement, AmeriPride will fully			
implement the Revised Hiring Process and will train all individuals involved in any way in recruiting, selecting or tracking applicants for Production positions on the Revised Hiring Process.	NA .	90	06/04/2020
All class members identified on Attachment 1 who timely and fully execute and return the Haring	All Class Members, listed separated on Attachment 5, who sign and return the		
information Form and Hiring Release Form to AmeriPride within 140 calendar days of the Effective Date of the Agreement ("Hiring Eligible Class Members") will equally share the monetary settlement	Congressation Information Form and Compensation Release to AmeriPride within 140 calendar days of the Effective Date of this Agreement will receive a share of the monetary		
and, if indicating an interest in employment, will be aligible to be considered for a Production job pursuant to this Agreement. If a Class Member does not return the Hiring Information Form and	sottlement. If a Class Member receives, but does not return the Compensation Information Form and Compensation Release to AmeriPride within 140 calcular days of the Effective		
Hiring Release Form to AmeriPride within 140 calender days of the Effective Date of the Agreement,	Date of this Agreement, the Class Member will no longer be entitled to any relief pursuant		
the Class Member will no longer be entitled to any relief pursuant to this Agreement	to this Agreement.	140	07/24/2020
Within 145 calendar days of the Effective Dete of this Agreement, AustriPride will provide OFCCP with a list of the Hiring Eligible Class Members who returned the Hiring Information Form and Hiring	Within 145 calendar days of the Effective Date of this Agreement, AmeriPride will provide OFCCP with a list of the Compensation Eligible Class Members (individuals who returned		
Release Form within 140 calendar days of the Effective Date of this Agreement, along with a copy of coch excepted Hiring Information Form and Hiring Release Form it received.	the Compensation Information Form and Compensation Release by the dendline), along with a copy of each Compensation Information Form and Compensation Release it received.	145	07/29/2020
	Within 160 calendar days of the Effective Date of this Appearant, OFCCP will approve the		
Within 160 calendar days of the Effective Date of this Agreement, OFCCP will review and approve	final list of Compensation Bligible Class Members or discuss with AmeriPride any fastes necessary to finalize the list, such as the inclusion or exclusion of pertain Compensation	1	
	Eligible Class Members, OFFCP will extend to total amount owned to each class		
Ameni?ride will disburse the monetary settlement within 15 calendar days after OFCCP approves the	member located and provide this information to AmeriPride with the final first. AmeriPride will disturse the monetory actionnet within 15 calendar days after OFCCP	160	08/13/2020
final Hiring Eligible Class Member List and provides AmeriPride with a copy of it.	approves the final list of Compensation Eligible Class Members.	. 15	68/28/2020
	Within one hundred eighty (180) days of the Effective Date of this Agreement, AmeriPride will conduct a compensation analysis of the compensation of ampleyees in the Production	i	
	positions at its Odessa facility. AmeriPride's analysis will study base pay and gender, ethnicity and/or suce, and it will utilize, at a minimum, department, and tenure. AmeriPride		
NA .	will provide the compensation database used in the analysis to OFCCP.	180	69/02/2020
	Within six months of the Effective Date of this Agreement, AmeriPride will timin all individuals involved in any marner in determining compensation for Production positions		
NA .	on any new and revised policies, procedures, and programs developed under Part III-2.c of this Agreement.	182	69/04/2020
Within five calendar days of AmeriPride's receipt of a check to a Firring Eligible Class Member returned as undeliverable, AmeriPride will contact the class rember and attempt to redeliver the	Within five colendar days of AmeriPride's receipt of a check to a Compensation Eligible		
payments, or if unable to reach the class man her, will notify OFCCP of this fact via e-mail sent to	Class Member returned as undeliverable, AmeriPride will notify OFCCP of this fact via	5 days	
OFCCP will attempt to reconsistent running Engable Class Member and will provide AmeriPride with	email seat to Compliance Officer 10 (7) (C) (1) (7) (C) at 5 (2) (A) (A) (A) (A) (A) (A) (A) (A) (A) (A		
one alternative addresses OFCCP obtains	AmeniPride will re-mail the check within ten calendar days of receiving an alternate or		
AmeriPride wiff re-mail the check within ten calendar days of receiving an alternate or corrected			
ary acceptance and eases of every country from the property of the check within ten calendar days of receiving an alternate or corrected address. Say check that remains monehed 120 calendar days after the initial date the check was mailed to the	corrected address. Any check that remains uncashed 120 days after the initial date the check was mailed to the	10	
say acceptance accesses OPCCP obtains AmortiPride will re-mail the check within ten calendar days of receiving an alternate or corrected address. Any check that remains mossibled 120 calendar days after the initial date the check was mailed to the	corrected address.	10 120	12/26/2020
sen accumance and easies OFCCF obtains a Market days of receiving an alternate or corrected address. AmeriPrick will re-mail the check within ten calendar days of receiving an alternate or corrected address. After the check that remains uncested 120 calendar days after the initial date the check was mailed to the Hiring Eligible Class Member mest be void.	corrected oddress. Any check that remains uncashed 120 days after the initial date the check was mailed to the Compensation Eligible Class Member will be voided. With respect to any uncashed funds, AnaniPride will make a second distribution within 320		12/26/2020
sers stemative address CPCCP obtains AmeriPride will re-mail the check within ten calendar days of receiving an alternate or corrected siddress. Any check that remains uncesshed 120 calendar days after the initial date the check was mailed to the Etining Eligible Class Member most be void. With respect to any uncessited fands, AmeriPride trass make a second distribution within 320 calendar days of the Effective Date of this Agreement to all Hiring Eligible Class Members who cashed their	corrected oddress. Any check that remains uneashed 120 days after the initial date the check was mailed to the Compensation Eligible Class Member will be voided. With respect to any uncashed funds, AnacriPride will make a second distribution within 320 calendar days of the Effective Date of this Agreement to all Compensation Eligible Class Members who cashed their first check if the amount of the uncashed funds would result in a		12/26/2020
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