#### **CONCILIATION AGREEMENT**

Between

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

and

ARAMARK EDUCATIONAL SERVICES, LLC 150 Bluestone Drive Harrisonburg, VA 22807

#### PART I. PRELIMINARY STATEMENT

The Office of Federal Contract Compliance Programs ("OFCCP") evaluated Aramark Educational Services, LLC's operations located at 150 Bluestone Drive, Harrisonburg, Virginia 22807 ("Aramark") and found that Aramark was not in compliance with Executive Order 11246, as amended ("E.O. 11246"), and its implementing regulations at 41 C.F.R. Sections 60-1 and 60-3. OFCCP notified Aramark of the specific violations found and the corrective actions required in a Notice of Violation issued on September 30, 2016. 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 Aramark enter this contract ("Conciliation Agreement") and agree to all the terms stated below.

### PART II. GENERAL TERMS AND CONDITIONS

- 1. In exchange for Aramark'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 based on the alleged violations 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 Aramark violates this Agreement. Nothing in this Agreement precludes OFCCP from initiating enforcement proceedings based on future compliance evaluations or complaint investigations.
- 2. Aramark 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. Aramark will permit access to its premises during normal business hours for these purposes and will provide OFCCP with all reports and documents requested.
- 3. Aramark understands that nothing in this Agreement relieves Aramark of its obligation to fully comply with the requirements of 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"), their implementing regulations, and other applicable equal employment laws.

- 4. Aramark 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") unless the Director of OFCCP indicates otherwise within 45 calendar days of the date the Regional Director signs the Agreement.
- 9. This Agreement will expire sixty (60) days after Aramark submits the final progress report required in Part IV, below, unless OFCCP notifies Aramark in writing prior to the expiration date that Aramark has not fulfilled all of its obligations under the Agreement, in which case the Agreement is automatically extended until the date that OFCCP determines Aramark has met all of its obligations under the Agreement.
- 10. If Aramark violates this Conciliation Agreement,
  - A. The procedures set forth at 41 C.F.R. § 60-1.34 will govern:
    - 1) If OFCCP believes that Aramark violated any term of the Agreement while it was in effect, OFCCP will send Aramark a written notice stating the alleged violations and summarizing any supporting evidence.
    - 2) Aramark 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 Aramark 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. Aramark may be subject to the sanctions set forth in Section 209 of the Executive Order and other appropriate relief for violation of this Agreement.
- 11. This Agreement does not constitute an admission by Aramark of any violation of E.O. 11246, Section 503, VEVRAA, or other laws, nor has there been an adjudicated finding that Aramark violated any laws.

# PART III. SPECIFIC VIOLATIONS AND REMEDIES

1. <u>VIOLATION</u>: OFCCP found that Aramark did not afford equal employment opportunity to male applicants on the basis of their sex, as required by Executive Order 11246, Section 202, and 41 CFR 60-1.4 (a)(1). OFCCP's analysis of Aramark's hiring process and selection procedures revealed that during the period of January 1, 2013 through December 31, 2013, Aramark did not afford equal employment opportunity to male applicants for Food Service Worker positions. OFCCP found that there was a statistically significant disparity in hiring of Food Service Workers based on sex during the application process. This resulted in a hiring shortfall of 10 males and disparity that was statistically significant at deviations.

**REMEDY**: As of December 31, 2015, Aramark modified the selection procedures that will result in equal opportunity for all Food Service Worker positions identified in this violation, as required by 41 C.F.R. § 60-1.4(a). Aramark modified its selection procedures as necessary to ensure that selection criteria are applied uniformly and the hiring decisions for the Food Service Worker positions are made in a non-discriminatory manner. In addition, Aramark agrees to take the following actions:

- A. Notice: Within 15 calendar days of the Effective Date of this Agreement, Aramark must notify the male 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. Aramark will notify OFCCP of all letters returned as undeliverable on a weekly basis. In addition, within 15 days after expiration of the response deadline set out in the Claim Form, Aramark 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 Aramark within 15 days of receiving the list from Aramark. Aramark agrees to mail by certified mail, return receipt requested, 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.
- B. <u>Eligibility</u>: 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 an open food service worker job pursuant to this Agreement. If an individual receives, but does not return the Claim Form to Aramark within 45 days of the postmarked date on the envelope containing the first or second Notice to Affected Applicants and Claim Form, he 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, Aramark 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 Aramark 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 Aramark.

C. Monetary Settlement: Aramark agrees to distribute \$44,500.00 (\$39,420.21 in back pay and \$5,079.79 in interest), 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. Aramark will pay the Internal Revenue Services ("IRS") the employer's share of social security withholdings and will mail each Eligible Hiring 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 to the address Aramark has on file. Aramark will disburse the monetary settlement within 15 calendar days after OFCCP approves the final list of Eligible Class Members.

D. Employment: As Food Service Worker positions become available at Aramark's James Madison University location, Aramark will consider qualified Eligible Class Members not currently employed by Aramark who express interest in employment by applying to an open Food Service Worker position through Aramark's electronic portal on or before November 30, 2018 using a Job ID that Aramark will provide each class member who returns a timely Claim form and checks "yes" under Step 2. Interested Eligible Class Members will be given priority consideration until 10 are hired as Food Service Workers or the list of such Eligible Class Members expressing interest in employment is

exhausted, whichever comes first. Any employment offer made to an Eligible Class Member by Aramark , and not already accepted by the Eligible Class member through the portal within five business days of the date that the offer was generated, will be sent by certified mail, return receipt requested and electronic mail simultaneously.

Eligible Class Members will be allowed at least two weeks to report for work after receiving a written job offer from Aramark. The Eligible Class Members hired into Food Service Worker positions pursuant to this agreement must be paid the current wage rate for the Food Service Worker position and must be provided with the same benefits and opportunity to earn overtime and shift differentials as other Food Service Worker 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.

# E. Revised Hiring Process.

- 1) Eliminate Discriminatory Selection Procedures: As of December 31, 2015 Aramark modified its selection procedures. Aramark agrees to comply with all OFCCP regulations concerning selection procedures, including 41 C.F.R. Part 60-3. Aramark 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: As of December 31, 2015, Aramark revised the practices, policies, and procedures it uses to select applicants for Food Service Worker positions ("Revised Hiring Process"). Specifically, as of December 31, 2015, Aramark has:
  - a) ensured it has a job description and selection process for Food Service Workers at JMU which describes the essential functions; the minimum qualifications including required skills and certifications; and the criteria used in each step of the hiring process;
  - b) ensured that it has specific, job-related qualification standards for Food Service Workers at JMU that reflect the duties, functions, and competencies of the position to minimize the potential for sex stereotyping or other unlawful discrimination;
  - c) ensured all policies and qualification standards are uniformly applied to all applicants; and
  - d) ensured that it lists clearly on its recruiting materials and job postings the minimum qualifications, including required skills and certifications.
- 3) Recordkeeping and Retention: As of December 31, 2015, Aramark certified that it implemented procedures to ensure that applicants are tracked and decisions are documented at each step in the hiring process. Aramark implemented 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 90 calendar days of the Effective Date of this Agreement, Aramark will train all individuals involved in any way in recruiting, selecting and tracking applicants for Food Service Worker positions at JMU on the Revised Hiring Process. 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 41 C.F.R. § 60-1.12(a) and Part 60-3. Aramark 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 male applicants, who benefit from the provisions of this agreement, are not retaliated against.
- 2. **VIOLATION**: During the period January 1, 2013 through December 31, 2013, Aramark failed to preserve all personnel or 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 violation of 41 C.F.R. § 60-1.12(a). Specifically, Aramark failed to preserve copies of all records pertaining to applicant data management, documentation of screening methods used by recruiters and hiring managers, and interview notes for Food Service Workers as required.

**REMEDY**: Aramark will preserve and maintain 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).

#### PART IV: REPORTS REQUIRED

Aramark must submit the documents and reports described below to:

U.S. Department of Labor
Office of Federal Contract Compliance Programs
Attention: Rodney Hawkins, District Director
400 North 8th Street, Suite 466
Richmond, Virginia 23219

Aramark must submit 2 progress reports covering each six month period this Agreement is in effect. The first progress report will cover January 1, 2018 through June 30, 2018, and will be due July 31, 2018. The second report must cover July 1, 2018 through December 31, 2018, and must be submitted by January 31, 2019. Aramark 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. Aramark must provide OFCCP with copies of all canceled checks upon request;
- 2. Document of specific hiring activity for Eligible Class Member who were hired as Food Service Workers in accordance with this Agreement, including name, date of hire, job title hired into, and rate of pay.
- 3. For Eligible Class Members who were considered for employment but were not hired, Aramark will provide the reason for non-placement along with all relevant documentation (e.g., email confirmation of offer or reflecting the date and time that the Eligible Class Member was scheduled for an interview and did not show);
- 4. The total number of applicants and hires and the breakdown by race, gender, and ethnic group of applicants and hires for Food Service Worker positions during the reporting period;
- 5. For Food Service Workers, the result of Aramark's analysis as to whether its total selection process has adverse impact, as defined in 41 C.F.R. § 60-3.4D, on those members of groups set forth in 41 C.F.R. § 60-3.4B (for purpose of the adverse impact analysis, Aramark must not include hires made of Eligible Class Members pursuant to this Agreement in that analysis; Aramark must combine the data for the current report with the data from the previous report(s) to analyze at least a 12-month period);
- 6. For each case where the total selection process has an adverse impact, as defined in 41 C.F.R. 60-3.4D, the results of Aramark's evaluation of the individual components of the selection process for adverse impact;
- 7. The actions taken by Aramark upon determining that any component of the selection process has an adverse impact on members of groups set forth in section 6 above.

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

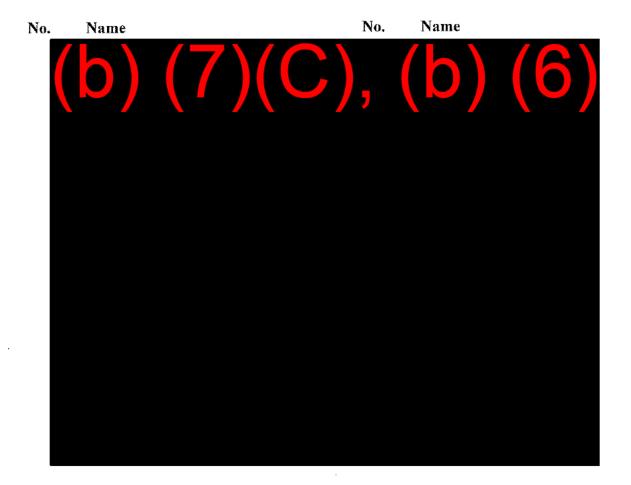
# PART V: SIGNATURES

This Conciliation Agreement is hereby executed by and between the OFCCP and Aramark Educational Services, LLC, 150 Bluestone Drive, Harrisonburg, VA 22807.

(b) (7)(C), (b) (6)	(b) (7)(C), (b) (6)
K. STEWART MCKINNEY Regional Vice President Aramark Educational Services, LLC	MICHELE HODGE  Regional Director  OFCCP Mid-Atlantic Region
Date: 5.15.2018	Date: 5/2///8

# ATTACHMENT A CLASS MEMBERS





We are writing to provide information about a legal settlement between the U.S. Department of Labor and Aramark Educational Services, LLC, 150 Bluestone Drive, Harrisonburg, VA 22807, (hereinafter "Aramark") that may benefit you. This settlement involves claims that Aramark did not afford equal opportunity to male applicants for Food Service Worker positions during the period of January 1, 2013 to December 31, 2013, 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 Aramark.

## ARE YOU AFFECTED?

Males who applied and were not hired for Food Service Worker positions at Aramark's James Madison University facility between January 1, 2013 and December 31, 2013 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 routine compliance review of Aramark's hiring practices during January 1, 2013 through December 31, 2013. OFCCP is the government agency responsible for enforcing the equal employment opportunity and affirmative action requirements that apply to federal contractors. OFCCP issued a Notice of Violations alleging that Aramark failed to afford equal opportunity for males in hiring for Food Service worker positions between January 1, 2013 through December 31, 2013. Aramark denies those claims. Ultimately, OFCCP and Aramark 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 Violations issued by OFCCP.

As a result, you may be eligible to receive money (back wages) and/or a job offer.

#### WHAT DOES THIS MEAN FOR YOU?

Because you applied for a Food Service Worker 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 \$386.95 (before taxes). This payment represents your share of back wages and other payments Aramark is making to settle this matter. The final amount you will receive will be reduced by deductions for items such as income tax withholding and Social Security contributions.
- (2) As jobs become available, Aramark will be making job offers for Food Service Worker 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 Aramark, please express your interest on the enclosed Claim Form. Aramark will email you a

requisition number as jobs become available. You will then be required to apply at <a href="http://careers.aramark.com/">http://careers.aramark.com/</a> to that specific requisition number for an open Food Service Worker position at JMU.

To get these benefits, you will need to release (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, Roffman Horvitz.

Please do not ignore these documents or throw them away. Otherwise, you could miss an opportunity to receive money and job with Aramark.

To be eligible for a payment and job, you must complete, sign, and return **both** the following enclosed documents, (1) Claim Form and (2) Release of Claims Form by [Insert Date of 45 days from postmarked date] to:

Roffman Horvitz 8260 Greensboro Drive, Suite 550 McLean, VA 22102

The documents must be received by [Insert Date of 45 days from postmarked 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 documents, a final decision will be made about your eligibility.

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

#### How Can You Get More Information?

If you have any questions, you may contact Roffman Horvitz at (703) 752-3777 or Heidi Lacy of OFCCP (804) 888-6714. You can also visit the U.S. Department of Labor website about this case at <a href="https://www.dol.gov./ofccp/cml">www.dol.gov./ofccp/cml</a>.

# 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 [Insert 45 days from mailing]**

If you complete this Claim Form, 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 an award (such as money or a job offer), you must complete and return this Claim Form and Release Form postmarked or hand-delivered on or before [Insert 45 days from mailing], to

Roffman Horvitz 8260 Greensboro Drive, Suite 550 McLean, VA 22102

If you do not submit a properly completed Claim Form and Release Form on or before [Insert 45 days from mailing], 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.

Enclosed is a stamped, pre-addressed envelope you can use.

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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.

Step 1: Please provide the following contact information to process your payment (print legibly).  Name:		
Home Phone:  Cell Phone:		
		Email Address:
☐ I confirm that the address on the outside envelope is correct.		
The address on the outside envelope is not correct. My correct address is:  Address:		
Please provide your social security number		
Notify us at the address below if your address changes within the next three months, or contact us if you have any questions about this claim form, the notice, or the settlement.  Roffman Horvitz  8260 Greensboro Drive, Suite 550  McLean, VA 22102		
Step 2: Inform us if you are interested in a position:		
<ul> <li>Yes, I am still interested in a Food Service Worker position with Aramark at James Madison University. I understand that as openings become available, Aramark will be emailing me a specific requisition number to which I must apply online at <a href="http://careers.aramark.com">http://careers.aramark.com</a></li> <li>No, I am not currently interested in a Food Service Worker position with Aramark at James</li> </ul>		
Madison University.		
☐ I am currently employed by Aramark.		
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 <u>NOTICE</u> 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 Aramark Educational Services, LLC ("Aramark") providing you with money and/or a potential job offer, you agree that you will not file any lawsuit against Aramark for allegedly violating Executive Order 11246 by not affording equal opportunity to male applicants for Food Service Worker positions during the period of January 1, 2013 through December 31, 2013. It also says that Aramark 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 \$386.95 (*less deductions required by law*) and/or a potential job offer for a Food Service Worker position by Aramark to me, which I agree is acceptable, I agree to the following:

1.

I hereby waive, release and forever discharge Aramark, 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 the non-hiring of males for the Food Service Worker position during the period of January 1, 2013 through December 31, 2013.

11.

I understand that Aramark denies that it treated me unlawfully or unfairly in any way and that Aramark 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 Aramark initiated on May 23, 2014. I further agree that the payment of the aforesaid sum and/or a potential job offer by Aramark to me is not to be construed as an admission of any liability by Aramark.

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 Roffman Horvitz such that it is received by [Insert 45 days from postmark], I will not be entitled to receive any payment (less deductions required by law) and/or a potential job offer for a Food Service Worker position at Aramark's JMU location.

IN WITNESS WHEREOF, I have signed this document of my own free will.	
Signature:	Date:
Printed Name:	