

## **CONCILIATION AGREEMENT**

Between

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

and

COLONIAL PARKING, INC.  
1050 THOMAS JEFFERSON STREET NW, SUITE 100  
WASHINGTON, DC 20007

### **PART I. PRELIMINARY STATEMENT**

The Office of Federal Contract Compliance Programs (“OFCCP”) commenced a compliance evaluation of Colonial Parking’s (“Colonial”) facility located at 1050 Thomas Jefferson Street NW, Suite 100, Washington, DC 20007 and found that Colonial was not in compliance with Executive Order 11246, as amended (“E.O. 11246”), and/or the Vietnam Era Veterans’ Readjustment Assistance Act of 1974, as amended, 38 U.S.C. § 4212 (“VEVRAA”), and their implementing regulations at 41 C.F.R. Parts 60-1, 60-2, 60-3, and 60-300. OFCCP notified Colonial of the specific violations found and the corrective actions required in a Notice of Violations issued on September 29, 2015. 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 Colonial enter into this contract (“Conciliation Agreement” or “Agreement”) and agree to all the terms stated below.

### **PART II. GENERAL TERMS AND CONDITIONS**

1. In exchange for Colonial’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 and/or VEVRAA based on the 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 Colonial violates this Agreement. Nothing in this Agreement precludes OFCCP from initiating enforcement proceedings based on future compliance evaluations or complaint investigation.
2. Colonial agrees that OFCCP may review its compliance with this Agreement. As part of such review, OFCCP may require written reports, inspect the premises, interview employee witnesses, and examine and copy documents. Colonial will permit access to its premises during normal business hours for these purposes and will provide OFCCP with the reports required under this Agreement and such other documents as OFCCP may request as may be relevant to the matter under investigation and pertinent to Colonial’s compliance.
3. Colonial understands that nothing in this Agreement relieves Colonial of its obligation to fully comply with the requirements of E.O. 11246, Section 503 of the Rehabilitation Act of 1973, as

amended (“Section 503”), VEVRAA, their implementing regulations, and other applicable equal employment laws.

4. Colonial 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 Colonial submits the final progress report required in Part IV, below, unless OFCCP notifies Colonial in writing prior to the expiration date that Colonial has not fulfilled all of its obligations under the Agreement, in which case, the Agreement is automatically extended until the date that OFCCP determines Colonial has met all of its obligations under the Agreement.
10. If Colonial violates this Conciliation Agreement,
  - A. The procedures set forth at 41 C.F.R. § 60-1.34 will govern:
    - 1) If OFCCP believes that Colonial violated any term of the Agreement while it was in effect, OFCCP will send Colonial a written notice stating the alleged violations and summarizing any supporting evidence.
    - 2) Colonial 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 Colonial 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. Colonial may be subject to the sanctions set forth in Section 209 of the Executive Order or 41 C.F.R. § 60-300.66 and/or other appropriate relief for violation of this Agreement.

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

### **PART III. SPECIFIC VIOLATIONS AND REMEDIES**

1. **ALLEGED VIOLATION:** Beginning January 1, 2012, Colonial discriminated against Black applicants on the basis of their race in hiring for Project Manager positions, in violation of 41 C.F.R. § 60-1.4(a)(1). OFCCP found that Black applicants were less likely to be hired than similarly-situated White applicants. Specifically, during the period January 1, 2012 through December 31, 2012, Colonial failed to apply its selection procedures uniformly for all applicants, which resulted in a statistically significant difference in the rates at which Black and Whites were hired into the Project Manager position. Using the applicant flow data provided by Colonial, OFCCP found that Colonial hired (b) (7)(C) White applicants (b) (7)(C) and (b) (7)(C) Black applicants (b) (7)(C). The selection disparities were statistically significant at (b) (7)(C) standard deviations with a shortfall of three (3). OFCCP's investigation also uncovered anecdotal evidence that Colonial's selection process for this position included a significant number of subjective and undocumented decisions by multiple employees, including an employment test that was only administered to some applicants.

**REMEDY:** Colonial agrees to cease the selection procedures that resulted in the discrimination identified in Violation 1. Colonial must examine, monitor and modify its selection procedures as necessary and ensure that selection criteria are applied uniformly and the hiring decisions for the Project Manager positions are made in a non-discriminatory manner. In addition, Colonial agrees to take the following actions:

- A. **Revision of the Hiring process, Implementation and Training:** Within 90 calendar days of the Effective Date of this Agreement, Colonial agrees to conduct a comprehensive evaluation of its hiring policies, procedures and practices, as well as implementation, training and monitoring of these policies, procedures and practices relating to its hiring in the Project Manager positions to include the following:
  1. Review its hiring procedures including, but not limited to, recruitment, screening, interviewing, selection, rejection and hiring to ensure compliance with Executive Order 11246, as amended.
  2. Identify the qualifications and criteria to be used to place applicants into the Project Manager positions applicant pools.
  3. Identify the qualifications and criteria to be used to eliminate and/or select applicants at each step of the hiring process, including the qualifications and criteria to be used in any application screen, interview, test, post-hiring screen or other selection procedure.
  4. Develop procedures to ensure decisions are documented at each step in the hiring process.
  5. Develop procedures to ensure that documents are retained in accordance with 41 C.F.R. § 60-1.12(a) and Part 60-3.

6. Colonial shall record the foregoing revised hiring process and procedures in writing.
7. Within 120 calendar days of the Effective Date of this Agreement, Colonial will train all individuals involved in recruiting, selecting and documenting applicants for the Project Manager positions on Colonial's hiring policies, procedures and practices, as well as implementation, training and monitoring of these policies, procedures and practices relating to its hiring in the Project Manager positions. The training will include instruction in the proper implementation of the recruitment and selection procedures, 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.

B. Notification: Within 30 calendar days of the Effective Date of this Agreement, Colonial shall notify Black applicants shown on Attachment A ("Hiring Class Members") of the terms of this Agreement by mailing by first class mail to each Hiring Class Member the Notice to Affected Class (Attachment B, "Notice"), the Information Verification & Employment Interest Form (Attachment C, "Interest Form"), and a postage paid return envelope. Colonial will notify OFCCP weekly of all letters returned as undeliverable. In addition, within 60 calendar days of the Effective Date, Colonial will provide a list to OFCCP of those Hiring Class Members who have not yet responded to the Notice and Release. OFCCP will then initiate efforts to locate those Hiring Class Members and provide the updated contact information to Colonial.

Colonial agrees to mail by first class mail a second Notice, Interest Form, and postage paid return envelope to Hiring Class Members OFCCP locates within fifteen days of receipt of new contact information.

(b) (7)(C)

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

C. Eligibility: All Hiring Class Members who sign and return the Forms to Colonial within 180 calendar days of the Effective Date of this Agreement will equally share the monetary settlement. If a Hiring Class Member has not returned the Forms to Colonial within 180 calendar days of the Effective Date of this Agreement, the Hiring Class Member will no longer be entitled to any relief pursuant to this Agreement.

Within 200 calendar days of the Effective Date of this Agreement, Colonial will provide OFCCP with a list of all Hiring Class Members who returned the Forms within 180 calendar days of the Effective Date of this Agreement, along with a copy of each executed set of Forms it received. Within 215 calendar days from the Effective Date of this Agreement, OFCCP will review and approve the final list of Eligible Hiring Class Members or discuss with Colonial any issues necessary to finalize the list, such as inclusion or exclusion of certain Hiring Class Members. The monetary payment discussed in paragraph (e) below will be divided equally among all Eligible Hiring Class Members on the final approved list.

- D. Offers of Employment: As vacancies occur in the Project Manager job title, Colonial will make job offers to qualified Black Hiring Class Members who have completed and timely returned the Forms, have expressed interest in employment and are not then employed by Colonial, until (b) (7)(C) the list of such Black Hiring Class Members is exhausted, whichever comes first. Until such time, such Black Hiring Class Members will have priority over all other candidates for hire into the Project Manager position. As vacancies occur in the Project Manager job title, such qualified Black Hiring Class Members will be contacted by Colonial via certified mail with a written job offer in the order in which they are listed in Attachment A, unless the individual class member does not have the qualifications Colonial requires of Project Managers.

The report-to-work date for Black Hiring Class Members shall be at least two weeks after the date of the written job offer. If the Black Hiring Class Members do not report to work on the day designated by Colonial without providing Colonial on or before that day notice of good cause for their absence (e.g., personal illness or care for an immediate family member), or if good cause is provided and the Hiring Class Member does not report to work within five (5) days of the original designated start date, Colonial may withdraw the job offer and shall be under no obligation to hire such Hiring Class Members under this Agreement. Documentation of all hiring decisions, including job offers made and reasons for rejection, will be available for review by OFCCP.

- E. Monetary Settlement: Colonial agrees to distribute \$180,194.61 (\$169,060.72 in back pay and interest of \$11,133.89) ("Settlement Amount") less legal deductions required by law from back pay only (such as federal, state and/or local taxes and the Eligible Hiring Class Member's share of FICA taxes), in equal shares among all Eligible Hiring Class Members on the final approved list. Colonial 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. Colonial will disburse the monetary settlement within 15 calendar days after OFCCP approves the final list of Eligible Hiring Class Members.

Within ten calendar days of Colonial's receipt of a check to an Eligible Hiring Class Member returned as undeliverable, Colonial will notify OFCCP of this fact via email sent to Andrew Ransome, (b) (7)(C). OFCCP will attempt to locate the Eligible Hiring Class Member and if OFCCP obtains an alternate address or confirms the correct mailing address, Colonial will re-mail the check within ten calendar days of receiving an alternate or corrected address. Any check that remains uncashed 180 days after the initial date the check was mailed to the Eligible Hiring Class Member will be voided. With respect to any uncashed funds, Colonial will make a second distribution to all Eligible Hiring Class Members who cashed their first check if the amount of the un-cashed funds would result in a payment \$30.00 or more to each of the located Eligible Hiring Class Members. If the total amount of un-cashed funds would result in a payment of less than \$30.00 to each located Eligible Hiring Class Member, Colonial shall use those un-cashed funds to provide training in equal employment opportunity to its personnel in addition to the training it is obligated to provide described in paragraph (A) above.

2. ALLEGED VIOLATION: Beginning January 1, 2012, Colonial discriminated against Black employees in the Valet Attendant position on the basis of their race with respect to their

compensation, in violation of 41 C.F.R. § 60-1.4(a)(1). Specifically, on average, Black employees were paid \$2,115.36 less per year than Hispanic employees in the same position regardless of job assignment and location. Colonial paid a lower hourly rate to 54 Black employees in the Valet Attendant job title identified on Attachment A (“Pay Class Members”), as compared to [REDACTED] Hispanics in the same job.

**REMEDY:** Colonial will immediately implement the following:

- A. **Notice:** Within thirty (30) calendar days of the Effective Date of this Agreement, Colonial must notify the Black Class Members (Attachment D, “Pay Class Members”) of the terms of this Agreement by mailing by certified mail to each individual in the affected class the Notice to Class Member (Attachment E, “Notice”).
- B. **Job Grade Adjustments:** Colonial will reassess the location assignment for each Pay Class Member. Any revisions to the location assignments will take place on or before October 25, 2016.
- C. **Compensation Adjustments:** Colonial will adjust the hourly rate of each Pay Class Member to ensure they are paid at an equitable rate of their Hispanic counterparts in the same job at the same or similar locations with similar time in the company. These pay adjustments shall be effective on or before October 25, 2016.
- D. **Eligibility:** All Pay Class Members who sign and return the Forms to Colonial within 180 calendar days of the Effective Date of this Agreement will equally share the monetary settlement. If a Pay Class Member has not returned the Forms to Colonial within 180 calendar days of the Effective Date of this Agreement, the Pay Class Member will no longer be entitled to any relief pursuant to this Agreement.

Within 200 calendar days of the Effective Date of this Agreement, Colonial will provide OFCCP with a list of all Pay Class Members who returned the Forms within 180 calendar days of the Effective Date of this Agreement, along with a copy of each executed set of Forms it received. Within 215 calendar days from the Effective Date of this Agreement, OFCCP will review and approve the final list of Eligible Pay Class Members or discuss with Colonial any issues necessary to finalize the list, such as inclusion or exclusion of certain Pay Class Members. The monetary payment discussed in paragraph (E) below will be paid as provided in Attachment D to all Eligible Pay Class Members on the final approved list.

- E. **Monetary Settlement:** Colonial will pay a total monetary settlement of \$67,768.21 (\$61,438.31 in back wages and interest of \$6,329.90) less legal deductions required by law from back pay only (such as federal, state and/or local taxes and the Eligible Pay Class Member’s share of FICA taxes), in equal shares among all Eligible Pay Class Members on the final approved list. Colonial will pay the Internal Revenue Services (“IRS”) the employer’s share of social security withholdings and will mail each Eligible Pay 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. Colonial will disburse the monetary settlement within 15 calendar days after OFCCP approves the final list of Eligible Pay Class Members.

Within ten calendar days of Colonial’s receipt of a check to an Eligible Pay Class Member returned as undeliverable, Colonial will notify OFCCP of this fact via email sent to Andrew

Ransome, (b) (7)(C) OFCCP will attempt to locate the Eligible Pay Class Member and if OFCCP obtains an alternate address or confirms the correct mailing address, Colonial will re-mail the check within five calendar days of receiving an alternate or corrected address. Any check that remains uncashed 120 days after the initial date the check was mailed to the Eligible Pay Class Member will be voided. With respect to any uncashed funds, Colonial will make a second distribution to all Eligible Pay Class Members who cashed their first check if the amount of the un-cashed funds would result in a payment \$30.00 or more to each of the located Eligible Pay Class Members. If the total amount of un-cashed funds would result in a payment of less than \$30.00 to each located Eligible Pay Class Member, Colonial shall use those un-cashed funds to provide training in equal employment opportunity to its personnel in addition to the training it is obligated to provide described in paragraph (F) below.

- F. Non-Monetary Remedies: Colonial will ensure that all employees are afforded equal employment opportunities. Colonial agrees to continue or to implement the corrective actions detailed below.
- 1) Eliminate Discriminatory Compensation Practices: Colonial agrees to immediately cease using the compensation procedures which negatively affect the compensation of Black employees in the identified job title.
  - 2) Evaluation, Creation and Monitoring of Compensation Policies and Practices: Colonial will evaluate its current compensation practices and identify and eliminate any non-legitimate factors or practices that contribute to any disparities found in wages that disfavor Blacks. Colonial will continue or create a written compensation policy that ensures that decisions affecting compensation are based solely on legitimate, non-discriminatory factors. Colonial will monitor on a regular basis its compensation practices, including wage rates, job assignments, promotions and fringe benefits, and ensure that compensation for its Valet Attendants is based solely on legitimate, non-discriminatory factors. Colonial shall investigate any complaint or information it receives regarding race-based differences in compensation among its Valet Attendants and rectify any such differences when warranted.

Colonial must perform in-depth analyses of its compensation system to determine whether and where gender, race, or ethnicity-based disparities exist. Colonial must continue or design and implement an internal auditing and reporting system to measure the effectiveness of its total Affirmative Action Program, to include auditing and reporting of its compensation practices as they impact all employees, as required by 41 C.F.R. § 60-2.17(d)(1)-(4). Colonial expressly agrees to investigate any complaint or information it receives that may indicate compensation disparities. If Colonial finds evidence that the criteria are not uniformly applied to all employees, it will create written guidance explaining the criteria and procedures for compensation and it will provide related training to all employees who make compensation decisions.

Colonial will take actions to evaluate, create and monitor compensation policies and practices that apply to its DC workforce and will take the following specific actions as it relates to the Washington, DC facility:

- a. By January 6, 2017, Colonial will perform an in-depth analysis of the total employment process to determine whether and where impediments to equal

employment opportunity (EEO) exist. This includes reviewing job descriptions; reviewing organizational charts and job titles to ensure they reflect employees' actual duties and roles; and updating the HRIS where appropriate to ensure consistency across all Colonial DC locations. This work will be accomplished by a cross-functional human resources team that is representative of all Colonial business units for all DC locations. Colonial commits a total of \$23,000 to complete this process.

- b. By January 6, 2017, Colonial will have developed, implemented and maintained documentation of the criteria to be used for each step of the compensation process for the Valet Attendant position.
- c. By December 1, 2016, Colonial will examine average pay differences between males and females and minorities and non-minorities for statistical significance using a T-test ("compensation analysis"), doing so by grouping employees initially by job title. Significant differences, if any, will be investigated to determine what factors explain the differences. In addition, any differences deemed large in a practical sense, but not statistically significant because of small numbers of employees, will be investigated in a similar manner. This work will be conducted with the assistance of an outside vendor that specializes in analyzing compensation practices to ensure that no gender, race or ethnicity-based pay disparities exist. A copy of Colonial's baseline compensation analysis for the Washington, DC facility will be submitted to OFCCP in the progress reports described below in Part IV.
- d. By December 1, 2016, and then annually thereafter, Colonial will conduct a compensation analysis after the 2016 baseline compensation analysis is completed. This will be done to identify and correct pay disparities after the overhaul of Colonial's compensation structure has been completed. A copy of Colonial's annual compensation analysis for the Washington, DC facility will be submitted to OFCCP in the progress reports described below in Part IV.
- e. By January 6, 2017, Colonial will redesign and implement a revised internal auditing and reporting system to measure the total effectiveness of the Affirmative Action Program, to include auditing and reporting of compensation practices as they impact all employees. Specifically, Colonial will shift from conducting annual audits to quarterly audits to measure the effectiveness of its AAPs. In addition, this revised system will include holding quarterly meetings with senior managers to give them feedback on Colonial's goals, results and action plans. This will raise the visibility of Colonial's AAPs and encourage managers' accountability.
- f. Upon completion of the in-depth analysis of its total employment process, if the compensation analysis and/or other activities undertaken as specified above result in the identification of pay disparities, Colonial will make the necessary adjustments to employees' compensation. At a minimum, Colonial must adjust the compensation to include, but not be limited to, salary and merit increases, including hourly rate increases, to each employee whose salary falls below the minimum range for the position Colonial commits to submit to OFCCP in its progress reports documentation showing pay adjustments identified by Colonial's compensation analysis for the Washington, DC facility that are made by job title, gender, race, and ethnicity, including the salary prior to the adjustment and the salary following the adjustment.

- 3) Training: Colonial must train all individuals involved in any way in determining compensation on all existing, new and revised policies, procedures and programs developed under Part III-2.F of this Agreement. At least annually while this Agreement is in effect, Colonial must commit to provide training to all individuals who make compensation decisions. Colonial must provide OFCCP documentation with regards to its expenses in connection with providing such training.

Specifically, Colonial will take the following actions by the specified dates to train all appropriate personnel in its DC workforce.

- a. By January 30, 2017, Colonial will provide training to all managers to ensure that they understand Colonial's pay system.
  - b. By January 30, 2017, Colonial will provide equal employment opportunity training to all human resources personnel, managers and supervisors who make compensation decisions. The training will be conducted by an external vendor that specializes in EEO and Affirmative Action consulting.
  - c. By January 30, 2017, Colonial will partner with OFCCP to conduct EEO and Affirmative Action compliance training for management personnel, with a focus on highlighting the importance of compliance, what to look for during an EEO compliance evaluation, and sharing best EEO practices.
3. **ALLEGED VIOLATION**: During the period January 1, 2012 through December 31, 2012, Colonial 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, Colonial 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, as required.

**REMEDY**: Colonial 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).

4. **ALLEGED VIOLATION**: During the period of January 1, 2012 through December 31, 2012, Colonial failed to perform in-depth analyses of its total employment process to determine whether and where impediments to equal employment opportunity exist. Specifically, Colonial failed to evaluate its compensation system to determine whether there are gender, race, or ethnicity-based disparities for Valet Attendants. This is a violation of 41 C.F.R. § 60-2.17(b)(3).

**REMEDY**: Colonial will perform in-depth analyses of its total employment process to determine whether and where impediments to equal employment opportunity exist. Specifically, Colonial will analyze its compensation system as part of its in-depth analyses to determine whether gender, race or ethnicity-based disparities exist for Valet Attendants in accordance with the requirements of 41 C.F.R. § 60-2.17(b)(3).

5. **ALLEGED VIOLATION**: During the period January 1, 2012 through December 31, 2012, Colonial failed to develop and implement an internal auditing system that periodically measures

the effectiveness of its total affirmative action program. Specifically, Colonial failed to monitor hiring at all levels of its organization to ensure that the nondiscriminatory hiring policy is carried out. This is a violation of 41 C.F.R. § 60-2.17(d)(1)-(4).

**REMEDY:** Colonial will develop and implement an auditing system to measure the effectiveness of its total affirmative action program, as required by 41 C.F.R. § 60-2.17(d)(1)-(4). Specifically, Colonial will:

- 1) Monitor records of all personnel activity, including referrals, placements, transfers, promotions, terminations and compensation, at all levels to ensure the nondiscriminatory policy is carried out;
- 2) Require internal reporting on a scheduled basis as to the degree to which equal employment opportunity and organization objectives are attained;
- 3) Review report results with all levels of management; and
- 4) Advise top management of program effectiveness and submit recommendations to improve unsatisfactory performance.

6. **ALLEGED VIOLATION:** During the period of January 1, 2012 through December 31, 2012, Colonial failed to conduct adverse impact analyses and evaluate the individual components of the selection process for adverse impact, as required by 41 C.F.R. §§ 60-3.4 and 60-3.15A.

**REMEDY:** Colonial will conduct adverse impact analyses on at least an annual basis for the purpose of determining whether adverse impact exists against any race, sex, or ethnic group in being provided the opportunity to compete for positions, hiring, promotion, termination, and other personnel activities. These analyses will be done by job for each group constituting more than 2% of the labor force in the relevant labor area or 2% of the applicable workforce. If adverse impact is identified in the total selection process, Colonial must 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, Colonial must validate each such component in accordance with the Uniform Guidelines on Employee Selection Procedures or utilize selection procedures which do not result in adverse impact.

7. **ALLEGED VIOLATION:** During the period of January 1, 2012 through December 31, 2012, Colonial failed to immediately list all employment openings with either the state workforce agency job bank or a local employment service delivery system serving the location where the openings occurred in violation of 41 C.F.R. § 60-300.5(a)2-6.

**REMEDY:** Colonial will immediately list all employment openings as they occur with an appropriate employment service delivery system (ESDS) (either the state workforce agency job bank or a local ESDS) where the openings occur, in a manner and format that will allow the ESDS to provide priority referrals of protected veterans to Colonial, as required by 41 C.F.R. § 60-300.5(a)2-6 (2014). With its initial listing, and as subsequently needed to update the information, Colonial must also advise the employment service delivery system that it is a federal contractor that desires priority referrals of protected veterans for job openings at all locations within the state, and provide the employment service delivery system with the name and address of each of its hiring locations within the state and the contact information for the contractor official responsible for hiring at each location, in accordance with 41 C.F.R. § 60-

300.5(a)4. Should any of the information in the disclosures change since it was last reported to the ESDS, Colonial shall provide updated information simultaneously with its next job listing.

Finally, please note that nothing herein is intended to relieve Colonial from the obligation to comply with the requirements of Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, and/or the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended (38 U.S.C. § 4212), their implementing regulations, or any other equal employment statute or executive order or its implementing regulations. In addition, this Conciliation Agreement in no way limits the applicability of the revised regulations implementing Section 503 of the Rehabilitation Act of 1973, 41 CFR Part 60-741 (2014), and the revised regulations implementing Vietnam Era Veterans' Readjustment Assistance Act of 1974, 41 CFR Part 60-300 (2014).

#### **PART IV. REPORTS REQUIRED**

In order for OFCCP to monitor Colonial's progress toward fulfilling the provisions of this Agreement, Colonial shall submit the specific reports identified below.

Colonial shall send each report to:

U.S. Department of Labor  
Office of Federal Contract Compliance Programs  
Andrew Ransome, District Director  
Arlington District Office  
Courthouse Plaza II, Suite 1330  
2300 Clarendon Boulevard  
Arlington, VA 22201

**The first report shall be due on or before August 19, 2016** and will include:

1. Copies of the Notices to Class Members (Attachments B, C and E) sent to all Hiring Class Members and Pay Class Members.

**The second report shall be due on or before February 27, 2017** and will include:

1. Documentation of monetary payments to the Hiring Class Members and Pay Class Members as specified in Part III/Section 1.e and 2.E above. The documentation must include the names of the class members who were paid the number and the amount of the check and date the check cleared the bank. Colonial must provide OFCCP with copies of all canceled checks upon request.
2. Documentation of salary adjustments to the salaries of the Pay Class Members as specified in Part III/Section 2.C above. The documentation must include the names of the class members who were paid, the current salary of each class member, the date that salary became effective, the previous salary of the class member that reflects the pay increase for 2016, and a copy of the first pay stub that reflects the salary adjustment for each class member.

3. A copy of the written Revised Compensation Policy described in Non-Monetary Remedies above.
4. Documentation of reassessment of the compensation level for the Pay Class Members. The documentation will include what revisions, if any, were made to the job pay levels of the Pay Class Members.

**Thereafter, Colonial must submit two progress reports**, for the Washington, DC facility. The third progress report will be due on June 30, 2017 and will cover the period beginning June 1, 2016 through May 31, 2017. The fourth progress report will be due June 29, 2018 and will cover the period beginning June 1, 2017 through May 31, 2018.

1. Information on hiring activity for job title Project Manager during the reporting period, including an applicant flow/hire log to include applicant name, gender, race and ethnicity, referral source, date of application, position applied or considered for by job title, whether the employee was interviewed, disposition, hire date (if applicable), job title hired into (if applicable), starting salary if hired and reason for rejection of any Black applicants (if applicable).
2. The results of the impact ratio analysis for the Project Manager job title. Specifically, a copy of Colonial's adverse impact calculations for race conducted on its hiring process during the reporting period. If the total selection process has an adverse impact, Colonial will provide an evaluation of the individual components of the selection process for adverse impact and any actions taken in response to any identified adverse impact.
3. Documentation of Colonial's contact with an appropriate ESDS as identified in Remedy for Violation 7. This will include a listing of all job openings, as defined by 41 CFR 60-300.5(a)(2)-(6), with the appropriate employment service delivery system (ESDS) (either the state workforce agency job bank or a local ESDS) where the openings occur. Documentation should include a list of all job vacancies during the reporting period and a copy of each job vacancy listing submitted to the ESDS, documentation demonstrating that, with its initial listing Colonial advised the employment service that it is a federal contractor that desires priority referrals of veterans protected by VEVRAA, and provided the name and location of each hiring location within the state, the contact information for the contractor official responsible for hiring at each location, and any corresponding data and information underlying the required reports, specifically, but not limited to all applications and personnel records. The records will be retained until the expiration of this Agreement or consistent with regulatory requirements, whichever is later.
4. Documentation that Colonial developed and implemented an auditing system to measure the effectiveness of its total affirmative action program. This will include specific information and documentation as identified in the Remedy for Violation 5.

**Colonial will submit the following documentation in each progress report, as appropriate, based on the timeframes identified above under Part III, Violation 2, F/ Non-Monetary Remedies.**

5. The results of Colonial's in-depth analysis of its total employment process to determine whether and where impediments to equal employment opportunity exist. This will include documentation showing the results of Colonial's review of its job codes, job descriptions,

organizational charts, and job titles, as well as updates to its HRIS system across Colonial's DC locations. Colonial will also submit evidence that it spent the financial resources to which it committed to carry this out.

6. Documentation of the criteria to be used for each step of the compensation process for the Valet Attendant position. Colonial will also submit evidence that it spent the financial resources to which it committed to carry this out.
7. Documentation of Colonial's annualized compensation data (wages, salaries, commissions, and bonuses) as of the snapshot date December 31, 2016 for the second progress report and December 31, 2017 for the third progress report. This data will include the employee number, race, gender, job title, job group, and annual salary for each employee at the Washington, DC facility. Present this data in the manner most consistent with Colonial's current compensation system. Please submit in electronic format (i.e. Microsoft Excel).
8. A copy of Colonial's baseline and annual compensation analysis for the Washington, DC facility and copies of other supporting documentation, including the variables used in the compensation analysis for the Washington, DC facility.
9. Specific information on any pay disparities identified and corrected as a result of Colonial's baseline and annual compensation analysis for the Washington, DC facility. Colonial will also submit evidence that it spent the financial resources to which it committed to carry this out.
10. A report on how Colonial has redesigned and implemented its revised internal audit and reporting system to measure the effectiveness of its Affirmative Action Program (AAP), including compensation practices. This will include specific information and documentation on quarterly meetings held with senior managers. Colonial will also submit evidence that it spent the financial resources to which it committed to carry this out.
11. Evidence of the training provided to all managers of Valet Attendants and similar positions to ensure that they understand Colonial's pay system for Valet Attendants and are able to re-evaluate Valet Attendants pay levels in accordance with Colonial's revised policies.
12. Evidence of the EEO training provided to all human resources personnel, managers, and supervisors who make compensation decisions, including sign-in sheets and agendas from the meetings. Colonial will also submit evidence that it spent the financial resources to which it committed to carry this out.
13. Evidence of the diversity and compliance training for management personnel, including sign-in sheets and agendas from the meetings. Colonial will also submit evidence that it spent the financial resources to which it committed to carry this out.
14. Performance evaluations for all Valet Attendant and similar positions. Performance evaluations for 2016 should be submitted with the third progress report. Performance evaluations for 2017 should be submitted with the fourth progress report.

**PART V. SIGNATURES**

This Conciliation Agreement is hereby executed by and between the OFCCP and Colonial Parking, Inc. of 1050 Thomas Jefferson Street NW, Suite 100, Washington, DC 20007.

(b) (7)(C)

ANDREW C. BLAIR  
President and Chief Executive Officer  
Colonial Parking, Inc.  
1050 Thomas Jefferson Street, NW  
Suite 100  
Washington, DC 20007

Date: 7/28/2016

(b) (7)(C)

MICHELE HODGE  
Regional Director  
U.S. Department of Labor/OFCCP  
Mid-Atlantic Region

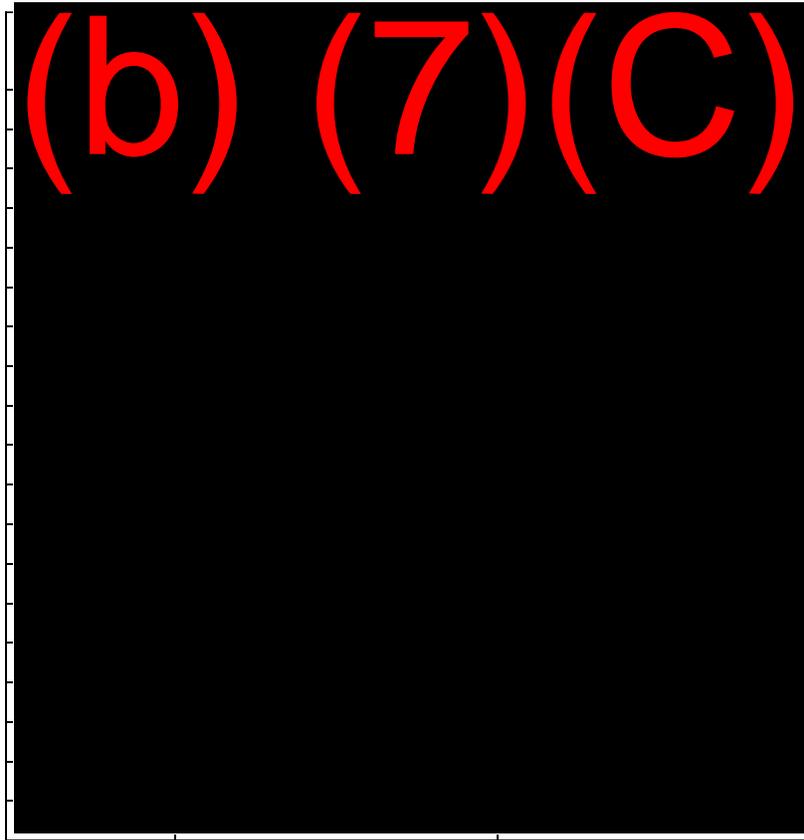
Date: 7/29/2016

(b) (7)(C)

ANDREW E. RANSOME  
District Director  
U.S. Department of Labor/OFCCP  
Arlington District Office

Date: 7/29/2016

**ATTACHMENT A**  
**HIRING CLASS MEMBERS**



**ATTACHMENT B**

**NOTICE TO AFFECTED CLASS**

Dear Mr. /Ms. \_\_\_\_\_:

Colonial Parking (hereinafter Colonial) and the Department of Labor's Office of Federal Contract Compliance Programs have entered into a Conciliation Agreement (CA) to resolve alleged disparities in selecting applicants for Project Manager positions during the period of January 1, 2012 through December 31, 2012. You have been identified as one of the individuals who applied for such a position during that time period and were not hired. To benefit under the Agreement, you must provide proof of identity.

By entering into this CA, Colonial has not admitted nor has there been any adjudicated finding that Colonial violated any laws when it did not hire you for the position for which you applied. As part of this CA, you are eligible to receive a monetary distribution of at least \$9,483.92, subject to lawful payroll deductions. In order to be eligible for this distribution, you must execute and return the enclosed: (1) Information Verification & Employment Interest Form; and (2) W-4 Tax Form within thirty (30) days of the date of this letter either in person or by mail to:

*Ms. Marcia Warmington  
HR Program Manager  
Colonial Parking  
1050 Thomas Jefferson Street NW, Suite 100  
Washington, DC 20007*

In addition to the monetary distribution, Colonial will be making job offers for Project Manager 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 Colonial Parking, please check the appropriate box on the enclosed Information Verification and Employment Interest Form. Those receiving this notice may be considered for project manager positions.

If you have any questions you may call Ms. Marcia Warmington at Colonial at (202) 295-8100 or OFCCP Compliance Officer (b) (7)(C) at (215) 861-(b) (7)(C). Your call will be returned as soon as possible.

**IF YOU FAIL TO COMPLETE AND RETURN THE ENCLOSED DOCUMENTS TO COLONIAL PARKING WITHIN 30 DAYS OF THE DATE THE ENVELOPE CONTAINING THIS NOTICE WAS DELIVERED, YOU WILL NOT BE ELIGIBLE FOR MONETARY PAYMENT OR TO BE CONSIDERED FOR A JOB OFFER.**

Sincerely,

Marcia Warmington  
HR Program Manager

Enclosures: Information Verification & Employment Interest Form, W-4 Tax Form

**ATTACHMENT C**

**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 Colonial Parking ("Colonial") and the U.S. Department of Labor's Office of Federal Contract Compliance Programs. Please print legibly, except for the signature.**

Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Telephone Nos.: Home \_\_\_\_\_ Cell \_\_\_\_\_ Work \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Notify Colonial at the address below if your address or phone number changes within the next twelve months.

***Ms. Marcia Warmington  
HR Program Manager  
Colonial Parking  
1050 Thomas Jefferson Street NW, Suite 100  
Washington, DC 20007***

Your Social Security Number (to be used for tax purposes only): \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

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

Caucasian [ ]    Black [ ]    Hispanic [ ]    Asian [ ]    Native American [ ]    Two or more [ ]

Please indicate below whether you are currently interested in employment in a Project Manager position with Colonial. If you complete, sign, and return this Information Verification and Employment Interest Form, you remain eligible for the monetary payment whether or not you are interested in employment at this time.

[ ] Yes, I am still interested in employment with Colonial as a Project Manager. The best and fastest way to contact me when there are openings is: \_\_\_\_\_.  
Please attach a current resume of your qualifications for the position of Project Manager.

[ ] No, I am not interested in employment with Colonial as a Project Manager.

**IF YOU FAIL TO COMPLETE AND RETURN THE ENCLOSED DOCUMENTS TO COLONIAL PARKING WITHIN 30 DAYS OF THE DATE THE ENVELOPE CONTAINING THIS NOTICE WAS DELIVERED, YOU WILL NOT BE ELIGIBLE FOR MONETARY PAYMENT OR TO BE CONSIDERED FOR A JOB OFFER.**

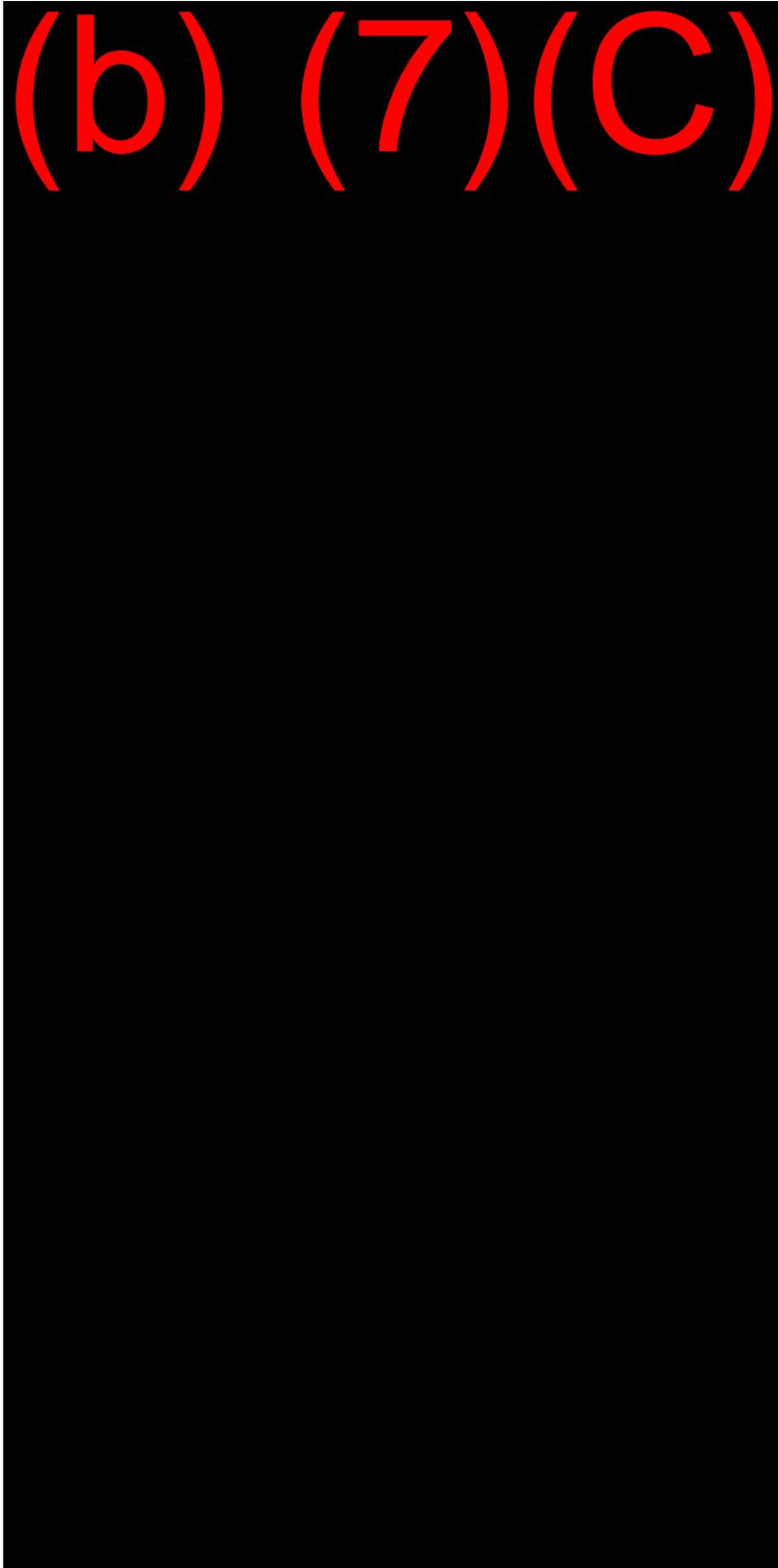
I, \_\_\_\_\_, certify the above is true and correct.  
(print name)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**ATTACHMENT D**

**PAY CLASS MEMBERS**



(b) (7) (C)

## ATTACHMENT E

### NOTICE TO CLASS MEMBER

Dear Mr. /Ms. \_\_\_\_\_:

Colonial Parking, Inc. ("Colonial") and the Department of Labor's Office of Federal Contract Compliance Programs ("OFCCP") have entered into a Conciliation Agreement ("Agreement") to remedy the alleged violations of Executive Order 11246 ("E.O. 11246") that OFCCP found during a compliance review of Colonial's facility at 1050 Thomas Jefferson Street NW, Suite 100, Washington, DC. OFCCP's analysis showed that since January 1, 2012, Colonial has paid Blacks in the Valet Attendant position significantly less per year than Hispanics with the same job at the same or similar locations. Colonial has not admitted to any violation of E.O. 11246 and there has not been any adjudicated finding that Colonial violated any laws. OFCCP and Colonial 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 as a Valet Attendant. Under the Agreement, you will receive a payment of at least \$1,170.91 (less deductions required by law). Under the terms of the Agreement it may take up to thirty (30) days from the date of this letter before you receive your payment.

If you have any questions you may call Marcia Warmington at Colonial at (202) 295-8100 or OFCCP Compliance Officer (b) (7)(C) at (703) (b) (7)(C). Your call will be returned as soon as possible.

Sincerely,

Marcia Warmington  
HR Program Manager