

CONCILIATION AGREEMENT

Between

THE U.S. DEPARTMENT OF LABOR

OFFICE OF FEDERAL CONTRACT COMPLIANCE PROGRAMS

And

HORMEL FOODS CORPORATION
900 SOUTH PLATTE AVENUE
FREMONT, NEBRASKA 68025

And

UNITED FOOD AND COMMERCIAL WORKERS LOCAL 293
PO BOX 694
FREMONT, NE 68026

PART I: PRELIMINARY STATEMENT

The Office of Federal Contract Compliance Programs ("OFCCP") evaluated the Hormel Foods Corporation facility located at 900 South Platte Avenue, Fremont, Nebraska, ("Hormel") and found that Hormel was not in compliance with Executive Order 11246, as amended ("E.O. 11246"), and its implementing regulations at 41 C.F.R. Section 60-1, 60-2 and 60-3. OFCCP notified Hormel of the specific violations found and the corrective actions required in a Notice of Violations issued on September 11, 2013. 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 Hormel enter this contract ("Conciliation Agreement" or "Agreement") and agree to all the terms stated below.

The use of the term "Hormel" throughout this Agreement is limited to the Fremont, Nebraska facility referenced above.

PART II: GENERAL TERMS AND CONDITIONS

1. In exchange for Hormel's fulfillment of all obligations in Parts III and IV of the Agreement, OFCCP agrees not to institute administrative or judicial enforcement proceedings under E.O. 11246 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 Hormel violates this Agreement. Nothing in this Agreement precludes OFCCP from initiating enforcement

proceedings based on future compliance evaluations or complaint investigations.

On July 14, 2016, Local 293 of the UFCW was invited to participate in conciliation of remedy items in Part III.C.15 which affects the above identified union's collective bargaining agreement with Hormel Foods Corporation. The terms of the agreement between Local 293 of the UFCW and OFCCP are included in Part III.C.15 of this Agreement.

2. Hormel 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. Hormel will permit access to its premises during normal business hours for these purposes and will provide OFCCP with all reports and documents requested.
3. Hormel understands that nothing in this Agreement relieves Hormel of its obligation to fully comply with the requirements of E.O. 11246, Section 503, VEVRAA, their implementing regulations, and other applicable equal employment laws.
4. Hormel 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 investigations or proceedings 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 and 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 effect.
8. This Agreement becomes effective on the day it is signed by the Regional Director of the Midwest Region (the "Effective Date") unless the Director of OFCCP indicates otherwise within 45 days of the date the Regional Director signs the Agreement.
9. In computing any time period specified in this Agreement, every calendar day shall be counted unless otherwise specified herein.
10. This Agreement will expire sixty (60) days after Hormel submits the final progress report required in Part IV 1(D) below, unless OFCCP notifies Hormel in writing prior to the

expiration date that Hormel has not fulfilled its obligations under this Agreement, in which case the Agreement is automatically extended until the date that OFCCP determines Hormel has met all of its obligations under this Agreement.

11. If Hormel violates this Conciliation Agreement:

A. The procedures set forth at 41 C.F.R. § 60-1.34 will govern:

1) If OFCCP believes that Hormel violated any term of the Agreement while it was in effect, OFCCP will send Hormel a written notice stating the alleged violation(s) and summarizing any supporting evidence.

2) Hormel 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 Hormel 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 proceedings 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. Hormel may be subject to the sanctions set forth in Section 209 of E. O. 11246 and /or other appropriate relief for violation(s) of this Agreement.

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

PART III: SPECIFIC VIOLATIONS AND REMEDIES

1. HIRING DISCRIMINATION

A. STATEMENT OF VIOLATION. OFCCP finds that Hormel discriminated against 403 qualified female applicants (Class Members) based on sex in entry-level "Production" positions, at the Fremont, Nebraska establishment. The discrimination occurred during the period of February 11, 2008 through February 10, 2009. OFCCP contends that Hormel's failure to afford female applicants equal employment opportunities in hiring constitutes a violation of Section 202, Paragraph 1 of Executive Order 11246, as amended, and 41 CFR 60-1.4(a)(1). OFCCP found that there was a statistically significant disparity in the hiring of

Production positions based on sex.

Specifically, personnel activity data provided by Hormel for the period February 11, 2008 through February 10, 2009, revealed that from a qualified pool of 457 Female applicants, Hormel hired (b) (7) (e) Females ((b) (7) (e) %) for Production positions. During the same period, from a qualified pool of 869 Male applicants, Hormel hired (b) (7) (e) Males ((b) (7) (e) %) into Production positions. This disproportionate hiring pattern is statistically significant at the level of (b) (7) (e) standard deviations, with a shortfall of 37 Female hires.

- B. OFCCP'S SPECIFIC FINDINGS. To further investigate the issue, OFCCP requested data from Hormel for each step in the selection process, to include copies of all documents (applications, interview notes, telephone reference check sheets, application classification sheets, background check information, rehire information), used in the selection process. Although required by 41 CFR § 60-1.12(a), Hormel did not maintain complete documentation or information on applicants at each step in the employment process.
- C. REMEDY FOR AFFECTED CLASS:
- 1) Hormel agrees to review its selection procedures and to provide training to all personnel involved in selection decisions to ensure that non-discriminatory policies are carried out as required by 41 C.F.R. Part 60-2.17(d). Such review and training shall be completed within 60 days after the Effective Date of this Agreement.
 - 2) For purposes of this Agreement, the affected class members are female applicants who applied for open Production positions from February 11, 2008 to February 10, 2009 and were not hired. In addition to the statistical analysis, OFCCP found inconsistencies in the selection process that support OFCCP's statistical finding. Accordingly, OFCCP determined that Hormel engaged in a pattern or practice of discrimination against women who applied for Production positions during the review period. The 403¹ affected class members are identified on Attachment A, appended hereto.
 - 3) Hormel shall notify the class members listed on Attachment A of the terms of this Agreement within sixty (60) days of the Effective Date of this Agreement. Hormel shall mail the Notice to Class Member (Attachment B, hereinafter "Notice") to inform the class members of the settlement, and shall include the Claim Form (Attachment C, hereinafter "Claim Form") and a Release of Claims

¹ The number of eligible class members in Attachment A is different due to removal of duplicate applicants.

(Attachment D, hereinafter "Release"). Hormel shall mail attachments B, C, and D to each Class Member, as provided by OFCCP to Hormel, in English and Spanish.

- 4) Each class member listed on Attachment A (or her legal representative in the event she is deceased) shall be given 175 days after the Effective Date of the Agreement to respond. Those individuals who do not respond (including unclaimed mail, undeliverable mail and incorrect addresses) within 30 days after the date Hormel mails the Notice to Class Members shall be listed by name, address and Social Security number of record. This list shall be sent to OFCCP, Omaha Area Office within 75 days after the Effective Date of the Agreement. OFCCP shall have 45 days from receipt of the list to provide Hormel an updated list of addresses. Within 15 days of received the new addresses, Hormel shall re-mail the Attachments to the identified individuals. The individuals received the second mailing shall be given 175 days after the Effective Date of the Agreement to respond. The total number of Female Class Members to receive payment and/or future employment consideration shall consist of those individuals from Attachment A who returned signed copies of the applicable attachments, including Release, within 175 days (postmarked by the 175th day) from the Effective Date of the Agreement. These individuals shall share equally in the Settlement Fund. Hormel shall complete its determination of eligible recipients, as defined above, 195 days from the Effective Date of the Agreement. Any individuals listed on Attachment A who have not responded within 175 days from the Effective Date of the Agreement shall be ineligible to receive a portion of the Settlement Fund or employment consideration under this agreement.
- 5) Monetary Settlement. In settlement of all claims for back pay, interest and other monetary relief to the affected class, Hormel agrees to pay the amount of \$550,000.00. This amount shall be referred to hereafter as the "Settlement Fund." The monetary settlement is a negotiated amount that represents back pay and interest less interim earnings, and takes into account the tenure of those persons hired into Production positions during the review period.
- 6) Hormel shall establish a federally-insured interest bearing account at the prevailing interest rate within 25 days of the Effective Date of this Agreement for purposes of complying with this Agreement. Hormel shall notify OFCCP within 15 days of the inception of the account that this action is complete. Hormel shall identify to OFCCP a person who can be contacted who will be able to provide the current balance of the account and interest. OFCCP shall be entitled to designate an individual who shall have the authority to make inquiries and obtain account information directly from the financial institution at which the Settlement Fund is located.

- 7) In accordance with this Agreement, Hormel shall deposit the sum of \$550,000.00 into the account described above within fifty (50) days of the effective date of this Agreement.
- 8) The interest that accrues on the total Settlement Fund, from the Effective Date of the Agreement to the date on which the funds are withdrawn to make payments to the class members, will inure to the benefit of the class members who timely response as required by Paragraph 4 of Part III.1.C. of this Agreement. The interest earned on the Settlement Fund following the Effective Date of this Agreement shall be distributed to those class members.
- 9) Hormel shall distribute the Settlement Fund plus interest that accrues on the interest bearing account, equally among the Eligible Recipients. This monetary relief is not contingent upon accepting any job offer. Within 215 days from the Effective Date of the Agreement, Hormel shall mail a check to each Eligible Recipient, representing each person's pro rata share of the total amount in the Settlement Fund, as defined in Paragraph 5 of Part III.1.C.4 of this Agreement.
- 10) Hormel shall make all legal deductions required by law (i.e., normal federal, state, and or local taxes and FICA) and shall pay to the Internal Revenue Service the employer's share of social security withholding attributable to the back pay portion of the Settlement Fund.
- 11) Within 7 days of Hormel's receipt of a check to an Eligible Recipient returned as undeliverable, Hormel shall notify OFCCP of this fact either via email or facsimile. OFCCP shall attempt to locate the Eligible Recipient and if OFCCP obtains an alternate address, Hormel shall re-mail the check. Any check that remains uncashed 60 days after the initial date the check was mailed to the Eligible Recipient shall be void. With respect to the uncashed funds, Hormel shall make a second distribution to all Eligible Recipients who cashed their first check if the amount of the uncashed funds would result in a payment of \$20 or more to each of the located Eligible Recipients. If the total amount of the uncashed funds would result in a payment of less than \$20 to each Eligible Recipient, Hormel shall use those uncashed fund to provide training in equal employment opportunity to its personnel in addition to training it is obligated to provide under the Executive Order, Section 503 and VEVRAA.
- 12) 75 days following the 60-day period allowed for class members to cash checks, the Settlement Fund shall be closed. Any balance remaining in the fund shall revert to Hormel to be used in accordance with Paragraph 11, above.

- 13) The parties may modify any time frame set forth in this Agreement by mutual agreement.
- 14) Employment. Hormel agrees to hire 37 class members into the Production positions at the current hourly rate of pay from those eligible women who timely and positively respond to the Claim Form.
 - a. Hormel shall establish a priority employment list for these female class members, ranking individuals based upon the date of receipt of the applicable attachments by Hormel. If more than one set of attachments are received on the same day, the attachments for that day shall also be ranked by date of the first original application with Hormel. The priority listing shall be completed within 10 calendar days after receipt of the last timely Claim Form by Hormel.
- 15) Hormel shall extend job offers until 37 females from the list have been hired or until the list is exhausted, whichever occurs first. Hormel shall submit to OFCCP the reasons for rejection of any women from the class list, which shall be limited to the post-offer qualifications that Hormel required during the period of February 11, 2008 to February 10, 2009, including only a health evaluation, substance screen, criminal background check (only applicants with violent crime or animal cruelty convictions will be excluded), and eligibility to be employed in the United States. Any class member from the class list who was hired at Hormel's Fremont, Nebraska facility during the period of February 10, 2009 through the date this Agreement is executed by the parties shall not be offered a job pursuant to this Conciliation Agreement. Hormel shall submit to OFCCP documentation of each such class member's hire date, start date, and job title at the Fremont, Nebraska facility, as well as termination date, if applicable. Hormel shall send the letter containing the written job offer by certified mail and also send a copy via regular first-class mail. The letter containing the job offer shall instruct the class member to respond, verbally or in writing, to the offer within ten (10) days after the receipt of the offer, or within fifteen (15) days after the mailing if the certified letter is returned unclaimed, or the offer will be withdrawn by Hormel. Hormel shall simultaneously mail to OFCCP a copy of the job offers made in accordance with this Agreement. All hires shall be completed within 12 months of the Effective Date of this Agreement. Hormel will deem the service date of each Eligible Class Member hired under this Agreement as May 31, 2014. This service date is used for the Eligible Class Member's hire date for job retention, job bidding and benefits. For purposes of job bidding and promotion opportunities, Eligible Class Members must have the requisite training to meet eligibility requirements and will not be considered for positions based solely on seniority date. Eligible Class Members will have the

same opportunity for training as current Production employees who have the same duration of time actually in the position.

- D. NON-MONETARY REMEDIES. Hormel will ensure that all applicants are afforded equal employment opportunities. Hormel agrees that it will not use any selection procedures, practices, and/or policies which negatively affected the hiring of Female applicants for Production positions. Hormel agrees to implement the corrective actions detailed below.

1) Hiring Process

(a) Eliminate Discriminatory Selection Procedures: Hormel agrees to comply with all OFCCP regulations concerning selection procedures, including 41 C.F.R Part 60-3. Hormel will not use any selection procedure that has an adverse impact, as defined in 41 C.F.R. § 60-3.4D, on female applicants unless it complies with these regulations which are referenced above.

(b) Review and Revisions Required: Hormel will review the practices, policies and procedures it uses to select applicants for Production positions. Specifically, Hormel agrees to:

- i. Provide training to all personnel involved in selection decisions to ensure that non-discriminatory policies are carried out as required by 41 C.F.R. Part 60-2.17(d). Such review and training shall be completed within 60 days after the Effective Date of this Agreement. The training will include instruction in: the proper implementation of the recruitment, tracking, and selection procedures; neutral application of the specified basic and preferred qualifications and criteria that will be used at each step in the hiring process; 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 C.F.R § 60-1.12(a) and Part 60-3. Hormel will meet with management and all individuals responsible for the selection process and review its equal employment obligations and nondiscrimination policies related to hiring. Specific attention will be directed to ensure that Female applicants who benefit from the provisions of this Agreement are not retaliated against.
- ii. Within sixty (60) days of the effective date of this agreement, Hormel will provide OFCCP with a report which specifies the changes made to the selection process for Production positions. This report at a minimum will include a description of the overall selection process, steps taken to implement the process and a narrative explaining exactly what actions have been taken and its effectiveness to date.

- iii. Develop specific disposition codes for Production positions that clearly document self-disqualification by applicant and objective, uniform, necessary job-related qualification standards which minimize the potential for sex stereotyping or other unlawful discrimination. Such job-related qualification standards shall not be used to disqualify a current employee from his or her job as of the date of this agreement;
- iv. Ensure policies and qualification standards that are uniformly applied to all applicants; and
- v. List clearly on its recruiting materials and job postings the minimum qualifications, including required skills and certifications.

(c) Recordkeeping and Retention: Hormel will ensure that applicants are tracked and decisions are documented at each step in the hiring process. Hormel will also ensure that records are retained in accordance with 41 C.F.R. § 60-1.12(a) and Part 60-3.

(d) Training: Within sixty (60) calendar days of the Effective Date of this Agreement, Hormel must implement training for all individuals involved in recruiting, selecting, or tracking of applicants for Production positions in its Hiring Process.

(e) Monitoring: Hormel agrees to monitor selection rates at each step of its selection process for the Production positions. Where it is determined that a selection procedure has an adverse impact, as defined in 41 C.F.R. §60-3.4D, on the hiring of applicants of a particular race or gender, Hormel will eliminate the procedure, choose an alternative procedure, or validate the procedure in accordance with the Uniform Guidelines on Employee Selection Procedures (UGESP) codified at 41 C.F.R. Part 60-3. Hormel agrees to maintain and, if requested by OFCCP during the term of this Agreement, to make available to OFCCP records concerning the impact of the selection process for the Production position at the Fremont, Nebraska facility. This includes the number of persons hired by sex, the number of applicants who applied by sex, 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.

2. RECORDKEEPING VIOLATION

- A. STATEMENT OF VIOLATION. Hormel failed to preserve personnel and employment records for a period of not less than two years from the date of a)

making the record or b) the personnel action involved, whichever occurred later in violation of 41 C.F.R. § 60-1.12(a).

- B. OFCCP'S SPECIFIC FINDINGS. Specifically, during the review period, Hormel failed to preserve all records created for all applicants that were considered for vacancies in the Production positions.
- C. REMEDY. Hormel will ensure that its records are collected and maintained in accordance with the requirements of 41 C.F.R. § 60-1.12(a).

3. INFORMATION ON IMPACT

- A. STATEMENT OF VIOLATIONS. Hormel failed to maintain and have available for each job group, records or other information showing whether the total selection process for that job group has an adverse impact. Specifically, Hormel failed to maintain and have available records or other information showing which components of its selection process had an adverse impact. This failure constitutes a violation of 41 CFR 60-3.15 A(2) (a).
- B. OFCCP'S SPECIFIC FINDINGS. Hormel identified potential impact when conducting analyses of its hiring process pursuant to 41 C.F.R. § 60-3.4B but failed to maintain documentation to assess all components of its selection process.
- C. REMEDY. Hormel will maintain records or other information showing which components of its selection process have an adverse impact in accordance with the requirements of 41 CFR 60-3.15 A(2) (a). This will be done for each job or job group where Hormel has identified adverse impact in its total selection process.

PART IV: Reporting

- 1. Hormel must submit the documents and reports described below to: Maxine Manus, District Director of OFCCP, 222 South 15th Plaza, Suite 504B, Omaha, Nebraska, 68102.
 - A. No later than 60 days after the Effective date of this Agreement, Hormel must submit a copy of the written Revised Hiring Process as described in Part III.1.D.1.
 - B. No later than 60 days after the Effective Date of this Agreement, Hormel must submit documentation that all managers, supervisors and other personnel involved in recruiting, selecting, or tracking applicants for Production positions at the Fremont, Nebraska establishment have been trained on the Revised Hiring Process as described in Part II.1.D.1. The documentation must include the dates of the training, the names

and job titles of all attendees, an outline of the topics discussed in the training, and the name and job title of each person who conducted the training.

- C. Within the prescribed timeframes, Hormel must submit all documents and information referenced in Part III.1.C.
- D. For a period of 360 days, unless extended per Part III.1.C.4., Hormel must submit a progress report covering each 180 day period this Agreement is in effect. The first progress report will be due 210 days after the Effective date of this Agreement and must cover the first 180 day period beginning with the Effective Date. The second report must cover the successive 180 day period, and must be submitted within 30 calendar days after the close of that 180 day period. Hormel will submit the following in each progress report:
 - a. Documentation of attempts to contact all Class Members in Attachment A and the current disposition of each applicant contacted, including copies of the notification letters sent; and
 - 1) Copies of all letters, including Attachment C, returned by Class Members, as well as those returned as undeliverable.
 - 2) Documentation of monetary payments to all Eligible Class Members as specified in Part III sections 1 C. The documentation must include the names of Eligible Class Members who were paid, and, for each Eligible Class Member, the number and the amount of the check and the date the check cleared the bank. Hormel must provide OFCCP with copies of all canceled checks upon request;
 - 3) Documentation of specific hiring activity for Eligible Class Members who were hired in Production positions at the Fremont, Nebraska establishment in accordance with this Agreement, including name, date of hire, job title hired into, rate of pay and proof of retroactive seniority and applicable benefits;
 - 4) For Eligible Class Members who were considered for employment in Production positions at the Fremont, Nebraska establishment but were not hired, Hormel will provide the race and national origin, the reason for non-placement along with all relevant documentation (e.g., documentation that the Eligible Class Member declined a job offer);
 - 5) A list of class members terminated during the life of this Agreement and the reasons for the termination.
 - 6) The total number of applicants and hires and the breakdown by gender, race and national origin of applicants and hires for Production positions at the Fremont, Nebraska establishment during the reporting period, including all

temporary, part time, and seasonal workers who were referred to and/or assigned to work at Hormel by a staffing firm or employment agency;

- 7) For Production positions at the Fremont, Nebraska establishment, the results of Hormel's analysis as to whether its total selection process has adverse impact, as defined in 41 CFR 60-3.4D (for purposes of the adverse impact analysis, Hormel must not include hires made of Eligible Class Members pursuant to this Agreement in that analysis); Hormel must combine the data for the second report with the data from the first report to analyze a 12-month period;
 - 8) For each case where the total selection process has an adverse impact, as defined in 41 CFR 60-3.4D, the results of Hormel's evaluation of the individual components of the selection process for adverse impact;
 - 9) The actions taken by Hormel upon determining that any component of the selection process for Production positions at the Fremont, Nebraska establishment has an adverse impact as set forth in Part III section 3 above;
2. Hormel 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").

PART V: Signatures

The person signing the Conciliation Agreement on behalf of Hormel Foods Corporation personally warrants he is fully authorized to do so, that Hormel Foods Corporation has entered into this Conciliation Agreement voluntarily and with full knowledge of the effect thereof, and that execution of this Agreement is fully binding on Hormel Foods Corporation. This Conciliation Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and Hormel Foods Corporation.

(b) (6), (b) (7) (c)

Steve Weers
Plant Manager
Hormel Foods Corporation
Fremont, Nebraska

DATE: 11/15/16

(b) (6), (b) (7) (c)

BRADLEY A. ANDERSON
Regional Director
Midwest Region, OFCCP

DATE: 12/20/2016

(b) (6), (b) (7) (c)

MIKE MARTY
President
UFCW Local 293
Fremont, Nebraska

DATE: 12-13-16

(b) (6), (b) (7) (c)

MAXINE L. MANUS
District Director
Kansas City District Office
Midwest Region, OFCCP

DATE: 12/13/16

(b) (6), (b) (7) (c)

CLARENCE H. WOOD, JR.
Assistant District Director
Omaha Area Office
Midwest Region, OFCCP

DATE: 12/13/16

(b) (6), (b) (7) (c)

Compliance Officer
Omaha Area Office
Midwest Region, OFCCP

DATE: 12/14/16

Attachment A
For Conciliation and Settlement Purposes Only

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Attachment B

You may be eligible to get money and a job because of a legal settlement between Hormel Foods Corporation and the U.S. Department of Labor

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

ARE YOU AFFECTED?

Females who applied and were not hired for the Laborers position at Hormel Foods Corporation location between February 11, 2008 and February 10, 2009 are covered by this settlement.

WHAT IS THIS SETTLEMENT ABOUT?

The U.S. Department of Labor's Office of Federal Contract Compliance Programs (OFCCP) conducted a review of Hormel Foods Corporation's hiring practices during February 11, 2008 through February 10, 2009. 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 Hormel Foods Corporation discriminated against Females in hiring for the Laborers positions during February 11, 2008 through February 10, 2009. Hormel Foods Corporation denies those claims. Ultimately, although Hormel Foods Corporation disagreed with OFCCP's findings, Hormel Foods Corporation has agreed to resolve the claims 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.

WHAT DOES THIS MEAN FOR YOU?

Because you applied for the Laborer 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 \$xxx.xx** (before taxes). This payment represents your share of back wages and other payments Hormel Foods Corporation is making to settle the lawsuit. The final amount you will receive will be reduced by deductions for items such as income tax withholding and Social Security contributions.
- (2) Hormel Foods Corporation will be making job offers for the Laborers 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 Hormel Foods Corporation, please express your interest on the enclosed Claim Form.

Attachment B

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, XXX.

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

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 [X date] to:_____

*Settlement Administrator
OFCCP – Hormel Foods Corporation*

XXX
Address
Address

The documents must be received by [insert actual date].

You may receive some or all of these benefits only if these forms confirm that you are one of the individuals covered by the settlement. After correct completion and submission of these 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 (b) (6), (b) (7) (c) at 402-(b) (6), (b) (7) (c) or via e-mail at (b) (6), (b) (7) (c)@dol.gov. You can also visit the U.S. Department of Labor website about this case at www.dol.gov/ofccp/xxx.

Anexo B

Usted puede ser elegible para obtener dinero y un empleo debido a un acuerdo legal entre Hormel Foods Corporation y el Departamento de Trabajo de los EE.UU.

Le escribimos para proporcionarle información acerca de un acuerdo legal entre el Departamento de Trabajo de los EE. UU. y Hormel Foods Corporation que puede beneficiarlo. Este acuerdo incluye las reclamaciones por discriminación en la contratación, y nuestros registros muestran que usted puede ser uno de los solicitantes cubiertos por el acuerdo. Si usted toma los pasos descritos en este Aviso para la fecha límite a continuación, usted puede ser elegible para un pago de salarios atrasados y/o un empleo con Hormel Foods Corporation.

¿LE AFECTA A USTED?

Las mujeres que solicitaron y no fueron contratados para la posición de Producción en la ubicación de Hormel Foods Corporation entre el 11 de febrero de 2008 y 10 de febrero de 2009, están cubiertas por este acuerdo.

¿DE QUÉ SE TRATA ESTE ACUERDO?

La Oficina de Programas de Cumplimiento de Contratos Federales (OFCCP por sus siglas en inglés) del Departamento de Trabajo de los EE. UU. llevó a cabo una revisión de las prácticas de contratación de Hormel Foods Corporation desde el 11 de Febrero de 2008 hasta el 10 de Febrero de 2009. La OFCCP es la agencia gubernamental responsable de hacer cumplir los requisitos de igualdad de oportunidades de empleo y acción afirmativa que aplican a contratistas federales. La OFCCP emitió un Aviso de Violaciones alegando que Hormel Foods Corporation discriminaba contra las mujeres en la contratación para las posiciones de Producción desde el 11 de Febrero de 2008 hasta el 10 de Febrero de 2009. Hormel Foods Corporation niega esas reclamaciones. En definitiva, aunque Hormel Foods Corporation no estuvo de acuerdo con las conclusiones de la OFCCP, Hormel Foods Corporation ha acordado resolver las reclamaciones a través de un Acuerdo de Conciliación. Un Acuerdo de Conciliación es un documento legal que explica los términos de un acuerdo para resolver un Aviso de Violaciones emitido por OFCCP.

¿QUE SIGNIFICA ESTO PARA USTED?

Porque usted ha solicitado la posición de Obrero durante el período de tiempo relevante, y no fue contratado, este acuerdo puede proporcionarle algunos beneficios específicos:

- (1) **Usted puede ser elegible para recibir un pago de al menos \$1,364.76** (antes de impuestos). Este pago representa la proporción de sus salarios retroactivos y otros pagos que Hormel Foods Corporation está realizando para resolver la demanda. La cantidad final que recibirá será reducida por las deducciones para artículos tales como la retención de impuestos al ingreso y contribuciones a la Seguridad Social.

- (2) Hormel Foods Corporation estará realizando ofertas de empleo para las posiciones de Producción a algunos de los individuos que recibirán esta notificación. No está garantizado que va a recibir una oferta de empleo. Si usted está interesado en un empleo con Hormel Foods Corporation, por favor exprese su interés en el Formulario de Reclamación adjunto.

Para obtener estos beneficios, usted tendrá que dejar (renunciar) ciertas reclamaciones legales y firmar los formularios de Reclamación y Relevos de Responsabilidad adjuntos.

¿CUAL ES SU PROXIMO PASO?

Usted debe leer este Aviso, la Reclamación, los formularios de Reclamación y Relevos de Responsabilidad, y cualquier otra información que usted recibió del Departamento de Trabajo de EE.UU. o el Administrador del Acuerdo, XXX.

Por favor no ignore o deseché estos documentos. De lo contrario, podría perderse la oportunidad de recibir dinero y empleo con Hormel Foods Corporation.

Para ser elegible para un pago y empleo, usted debe completar, firmar y devolver **ambos** documentos adjuntos, (1) Formulario de Reclamación y (2) Formulario de Relevos de Responsabilidad de Reclamaciones para [X fecha] a:_____

*Administrador del Acuerdo
OFCCP – Hormel Foods Corporation*

XXX
Dirección
Dirección

Los documentos deben ser recibidos para [insertar fecha actual].

Usted puede recibir algunos o todos estos beneficios sólo si estos formularios confirman que es uno de los individuos cubiertos por el acuerdo. Después de completar y presentar correctamente estos documentos, una decisión final será tomada sobre su elegibilidad.

Si usted no devuelve los documentos requeridos para la fecha límite o si sus documentos no verifican su elegibilidad usted no será elegible para recibir ningún dinero, consideración para oportunidades de empleo o cualquier otro socorro proporcionado a usted por el acuerdo.

¿COMO PUEDE OBTENER MÁS INFORMACION?

Si tiene preguntas, puede contactar a (b) (6), (b) (7) (c) al 402 (b) (6), (b) (7) (c) o por correo electrónico a (b) (6), (b) (7) (c)@dol.gov. También puede visitar el sitio web del Departamento de Trabajo de los EE. UU. para información sobre este caso en www.dol.gov/ofccp/cml.

Attachment C

Claim Form – Affected Applicants

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

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

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

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 [Deadline above], to

Settlement Administrator
OFCCP – Hormel Foods Corporation

XXX

Address

Address

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

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

Attachment C

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 confirm [or 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 cover letter is correct.
- ☐ The address on the cover letter is not correct. My correct address is:

Address: _____

Please provide your social security number ____ _

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

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.

*Settlement Administrator
OFCCP – Hormel Foods Corporation*

XXX

Address

Address

1-XXX-XXX-XXXX

Attachment C

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

- ☐ Yes, I am still interested in the Laborer position with Hormel Foods Corporation at Fremont, Nebraska.
- ☐ No, I am not currently interested in the Laborer position with Hormel Foods Corporation at Fremont, Nebraska.
- ☐ I am currently employed by Hormel Foods Corporation.

Step 3: Sign and return along with the Release Form

I certify the above as true and correct.

Signature

Date

Anexo C

Formulario de Reclamación – Solicitantes Afectados

POR FAVOR LEA CUIDADOSAMENTE EL AVISO ADJUNTO ANTES DE COMPLETAR ESTE FORMULARIO DE RECLAMACION.

INSTRUCCIONES PARA PRESENTAR UNA RECLAMACION PARA SER CONSIDERADA PARA DINERO (SALARIOS ATRASADOS) Y/O UNA OFERTA DE EMPLEO DEL ACUERDO

LA FECHA LIMITE PARA RESPONDER ES EL XX DIA, XX MES, XXXX AÑO

Si usted completa este Formulario de Reclamación, usted puede ser elegible para un pago de dinero del acuerdo y usted puede expresar interés en una oferta de empleo. Usted puede recibir un pago de dinero inclusive si usted no expresa interés en un empleo.

Para recibir una concesión tal como dinero o una oferta de empleo, debe completar y enviar este Formulario de Reclamación y el Formulario de Relevé de Responsabilidad con sello postal o entregado a mano en o antes de [fecha límite arriba], a

Administrador del Acuerdo

OFCCP – Hormel Foods Corporation

XXX

Dirección

Dirección

Si usted no somete un Formulario de Reclamación o Formulario de Relevé de Responsabilidad debidamente completado en o antes de [**Fecha Limite arriba**], entonces su reclamación no estará a tiempo y **usted no recibirá ningún dinero de esta acuerdo y no podrá ser considerado para una oferta de empleo.**

Adjunto hay un sobre estampando, pre-direccionado que puede utilizar.

Este Formulario de reclamación solamente se usará para los siguientes fines:

- (1) Para confirmar información importante que necesitemos para asegurarnos que usted es elegible para recibir dinero según este acuerdo y procesar su pago, y
- (2) Para permitirle expresar interés en los empleos que se le ofrecen como resultado del acuerdo.

Paso 1: Por favor confirme [*o proporcione*] la siguiente información de contacto para procesar su pago (impreso de forma legible).

Nombre: _____

Teléfono de casa: _____

Teléfono Celular: _____

Dirección de Correo Electrónico: _____

- ☐ Confirmando que la dirección en la carta de presentación es correcta.
- ☐ La dirección en la carta de presentación no es correcta. Mi dirección correcta es:

Dirección: _____

Por favor proporcione su número de Seguro Social ____ ____ ____

Su número de Seguro Social es requerido para poder procesar su pago para fines de impuestos. Su número de Seguro Social no será utilizado para ningún otro propósito.

Notifíquenos a la dirección abajo si su dirección cambia en los próximos tres meses, o contáctenos si tiene preguntas acerca de este formulario, el aviso o el acuerdo.

Administrador del Acuerdo

OFCCP – Hormel Foods Corporation

XXX

Dirección

Dirección

1-XXX-XXX-XXXX

Paso 2: Infórmenos si está interesado en una posición:

- ☐ Si, todavía estoy interesado en la posición de Producción con Hormel Foods Corporation en Fremont, Nebraska.
- ☐ No, actualmente no estoy interesado en la posición de Producción con Hormel Foods Corporation en Fremont, Nebraska.
- ☐ Actualmente estoy empleado por Hormel Foods Corporation.

Paso 3: Firmar y devolver junto con el Formulario de Relevo de Responsabilidad

Certifico lo anterior como verdadero y correcto.

Firma

Fecha

Attachment D

RELEASE OF CLAIMS UNDER EXECUTIVE ORDER 11246

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

This Release of Claims under Executive Order 11246 ("Release") is a legal document. This document states that in return for Hormel Foods Corporation ("Contractor") providing you with money and/or a potential job offer, you agree that you will not file any lawsuit against Contractor for allegedly violating Executive Order 11246 in connection with its selection procedures for applicants for the Laborers positions. It also says that Contractor 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 \$xxx (less deductions required by law) and/or a potential job offer for the Laborer position by Contractor to me, which I agree is acceptable, I agree to the following:

I.

I hereby waive, release and forever discharge Contractor, 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 its selection procedures for applicants for the Laborers positions during the period of February 11, 2008 through February 10, 2009.

II.

I understand that Contractor denies that it treated me unlawfully or unfairly in any way and that Contractor 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 reviews of Contractor initiated on November 16, 2009. I further agree that the payment of the aforesaid sum and/or a potential job offer by Contractor to me is not to be construed as an admission of any liability by Contractor.

Attachment D

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 Settlement Administrator, OFCCP – Hormel Foods Corporation, **XXX Settlement Administrator XXX** such that it is received by **[DATE]**, I will not be entitled to receive any *payment (less deductions required by law) and/or a potential job offer for the Laborer position*.

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

Signature: _____ Date: _____

Printed Name: _____

Anexo D

RELEVO DE RESPONSABILIDAD DE RECLAMACIONES SEGUN LA ORDEN EJECUTIVA 11246

POR FAVOR LEA CUIDADOSAMENTE EL AVISO ADJUNTO ANTES DE COMPLETAR ESTE RELEVO DE RESPONSABILIDAD. USTED DEBE DEVOLVER UN RELEVO DE RESPONSABILIDAD FIRMADO PARA RECIBIR DINERO Y/O UNA OFERTA DE EMPLEO POTENCIAL DEL ACUERDO

Este Relevo de Responsabilidad según la Orden Ejecutiva ("Relevo de Responsabilidad") es un documento legal. Este documento establece que a cambio de que Hormel Foods Corporation ("Hormel") le proporcione dinero y/o una oferta de trabajo potencial, usted acuerda que no presentará ninguna demanda en contra del Contratista por supuestamente violar la Orden Ejecutiva 11246 en conexión con sus procedimientos de selección para los solicitantes de puestos de Producción. También dice que Hormel no admite haber violado ninguna ley. Este Relevo de Responsabilidad dice que usted tuvo tiempo suficiente para mirar el documento, hablar con otros sobre el documento, incluyendo un abogado si lo desea y que nadie lo presionó para que firmara el documento. Finalmente, dice que si usted no firma y devuelve el documento para una fecha determinada, no recibirá ningún dinero y/o una oferta de empleo potencial.

En consideración al pago de por lo menos \$ 1,364.76 (menos las deducciones requeridas por la ley) y/o una oferta de empleo potencial para una posición de Producción por Hormel hacia mí, que estoy de acuerdo es aceptable, estoy de acuerdo con lo siguiente:

I.

Por la presente renuncio, relevo de responsabilidad y descargo para siempre a Hormel, sus predecesores, sucesores, entidades relacionadas, matrices, subsidiarias, afiliados y organizaciones, y sus accionistas, propietarios, directores, funcionarios, empleados, agentes, sucesores y designados, de cualquier y todas las acciones, causas de acción, daños, responsabilidades, compromisos y reclamaciones que surjan de o sean accionables según la Orden Ejecutiva 11246, en su versión modificada, que yo o mis representantes (herederos, ejecutores, administradores o designados) tenga o pueda tener que se relacionen de forma alguna a sus procedimientos de selección para solicitantes de puestos de Producción durante el período de 11 de febrero de 2008 al 10 de febrero de 2009.

II.

Entiendo que Hormel niega que me trató de forma ilegal o injusta y que Hormel entró en un Acuerdo de Conciliación con el Departamento de Trabajo de los EE.UU., Oficina de Programas

de Cumplimiento de Contratos Federales ("OFCCP por sus siglas en inglés") y acordó realizar el pago y/o una oferta de empleo potencial descrita anteriormente para resolver sin más procedimientos legales todas los asuntos relacionados con las revisiones de cumplimiento de la OFCCP de Hormel iniciadas el 16 de noviembre de 2009. También acuerdo que el pago de la suma antes mencionada y/o una oferta de empleo potencial por Hormel hacia mí no deben entenderse como una admisión de responsabilidad alguna por Hormel.

III.

Declaro que he leído este Relevó de Responsabilidad y que he tenido la oportunidad plena para considerar y entender sus términos y de consultar con mis asesores y buscar asesoramiento legal. Además declaro que he decidido por mi propia voluntad firmar este Relevó de Responsabilidad.

Entiende que si yo no firmo este Relevó de Responsabilidad y lo devuelto al Administrador del Acuerdo, OFCCP – Hormel Foods Corporation, **XXXAdministrador del AcuerdoXXX** tal que sea recibido para **[FECHA]**, *Yo no tendré derecho de recibir ningún pago (menos las deducciones requeridas por la ley) y/o una oferta de empleo potencial para una posición de Producción.*

EN FE DE LO CUAL, He firmado este documento por mi propia voluntad.

Firma: _____ Fecha: _____

Nombre Impreso: _____