

CONCILIATION AGREEMENT

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

and

Five Star Quality Care (dba Meadowmere and Mitchell Manor)

PART I. PRELIMINARY STATEMENT

The Office of Federal Contract Compliance Programs ("OFCCP") evaluated Five Star Quality Care's Meadowmere and Mitchell Manor facility (hereinafter "Meadowmere/Mitchell Manor") located at 2330 S. 54th Street, West Allis, WI 53219. OFCCP found that Meadowmere/Mitchell Manor was not in compliance with the Executive Order 11246, as amended ("E.O. 11246"), Section 503 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 793 ("Section 503"), 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. Section(s) 60-1, 60-2, 60-3, 60-300, and/or 60-741. OFCCP notified Meadowmere/Mitchell Manor of the specific violations found and the corrective actions required in a Notice of Violation issued on September 30, 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 Meadowmere/Mitchell Manor enter this contract ("Conciliation Agreement" or "Agreement") and agree to all the terms stated below.

PART II. GENERAL TERMS AND CONDITIONS

1. In exchange for Meadowmere/Mitchell Manor'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, Section 503, 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 Meadowmere/Mitchell Manor violates this Agreement. Nothing in this Agreement precludes OFCCP from initiating enforcement proceedings based on future compliance evaluations or complaint investigations.
2. Meadowmere/Mitchell Manor agrees that OFCCP may review its compliance with this Agreement at the West Allis, WI establishment. As part of such review, OFCCP may require written reports, inspect the premises, interview witnesses, and examine and copy documents. Meadowmere/Mitchell Manor will permit access to its premises at the West Allis, WI establishment during normal business hours for these purposes and will provide OFCCP with all reports and documents requested.
3. Meadowmere/Mitchell Manor understands that nothing in this Agreement relieves Meadowmere/Mitchell Manor 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. Meadowmere/Mitchell Manor 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 Midwest 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. 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 Meadowmere/Mitchell Manor submits the final progress report required in Part IV (D), below, unless OFCCP notifies Meadowmere/Mitchell Manor in writing prior to the expiration date that Meadowmere/Mitchell Manor has not fulfilled all of its obligations under the Agreement, in which case the Agreement is automatically extended until the date that OFCCP determines Meadowmere/Mitchell Manor has met all of its obligations under the Agreement.
11. If Meadowmere/Mitchell Manor violates this Agreement,
 - A. The procedures set forth at 41 C.F.R. § 60-1.34 will govern:
 - 1) If OFCCP believes that Meadowmere/Mitchell Manor violated any term of the Agreement while it was in effect, OFCCP will send Meadowmere/Mitchell Manor a written notice stating the alleged violations and summarizing any supporting evidence.
 - 2) Meadowmere/Mitchell Manor 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 Meadowmere/Mitchell Manor 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. Meadowmere/Mitchell Manor may be subject to the sanctions set forth in Section 209 of the Executive Order, 41 C.F.R. § 60-741.66, or 41 C.F.R. § 60-300.66 and/or other appropriate relief for violation of this Agreement.

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

PART III. SPECIFIC VIOLATIONS AND REMEDIES

1. HIRING DISCRIMINATION

A. STATEMENT OF VIOLATION.

OFCCP found that Meadowmere/Mitchell Manor is not in compliance with the nondiscrimination requirements of the equal opportunity clause of E.O. 11246 § 202 and 41 C.F.R. § 60-1.4(a)(1). OFCCP's analysis of Meadowmere/Mitchell Manor's hiring process and selection procedures revealed that during the period of October 29, 2011 through October 29, 2013 ("review period") a statistically significant disparity based on race was found in the hiring of Dietary Aides.

B. OFCCP'S SPECIFIC FINDINGS.

Specifically, OFCCP's analysis of the applicant and hiring data demonstrates that Meadowmere/Mitchell Manor's selection process had an adverse impact on the hiring of Black applicants for Dietary Aide positions. Of [REDACTED] Black applicants [REDACTED] or (b) (7)(E) were hired, whereas of [REDACTED] White applicants, [REDACTED] or (b) (7)(E) were hired to the Dietary Aide job title. This resulted in a hiring shortfall of 6 Blacks and a disparity that was statistically significant at [REDACTED] standard deviations.

OFCCP found that Meadowmere/Mitchell Manor's subjective and non-uniform process resulted in a disproportionate non-selection of Blacks. Specifically, the use of a hiring policy that gave importance and weight, "to referrals from existing employees, particularly family members, whether employed at Meadowmere/Mitchell Manor or a nearby Five Star Facility" resulted in a disproportionate non-selection of Blacks. When analyzing the results of selection of applicants to be interviewed, OFCCP found that Black applicants for Dietary Aides resulted in a shortfall of 7 Blacks and a disparity that was statistically significant at [REDACTED] standard deviations. OFCCP further found

Meadowmere/Mitchell Manor had not properly validated selection of applicants to be interviewed in accordance with the requirements of the Uniform Guidelines on Employee Selection Procedures, 41 C.F.R. Part 60-3. Accordingly, as a result of using employee referrals and a non-uniform process, Meadowmere/Mitchell Manor discriminated against 44 Black applicants who applied for Dietary Aide positions, based on race, during the review period.

C. REMEDY.

Meadowmere/Mitchell Manor shall cause to be implemented through the Meadowmere/Mitchell Manor Settlement Administrator, Julie Goodale, c/o Gaucher Associates, 50 Oliver Street, Suite 212, North Easton, MA 02356 (hereinafter "the Settlement Administrator") the following make-whole actions for the Black applicants who were not hired for the Dietary Aide position during the period of October 29, 2011 through October 29, 2013 ("Class Members"):

- 1) Notification: Within ten (10) days of the effective date of this Agreement, using the list of the names and addresses of the Class Members named in Attachment A as compiled by Meadowmere/Mitchell Manor, the Settlement Administrator will send the following by Certified U. S. Mail, return-receipt requested to each Class Member on the list;

(i) Notice to Affected Class (Attachment B, "Notice"); (ii) Information Verification and Expression of Interest Form (Attachment C, "Information Form"); (iii) a Release of Claims Form (Attachment D, "Release Form"); and (iv) a postage-paid return envelope addressed to the Settlement Administrator. The Notice to Class Members, Information Verification and Expression of Interest Form, and Release of Claims Form under Executive Order 11246 are hereinafter referred to as the "Forms".

Within 30 calendar days of the mailing date of the Forms to Class Members, the Settlement Administrator will provide OFCCP with a list of all 44 class members in Microsoft Excel that includes the following: First Name, Last Name, Address Mailed to, City, Zip Code, deliverable or undeliverable, Attachment C received – Y/N, Attachment C acceptable – Y/N, Attachment D Received, Attachment D Acceptable – Y/N. The Settlement Administrator will also provide OFCCP with copies of all envelopes received that are undeliverable or have a forwarding address. The OFCCP will then attempt to obtain updated addresses and within fifteen (15) days of receiving notification of the undelivered letters will provide such updated addresses to the Settlement Administrator. Within fifteen (15) days of receiving the updated addresses from the OFCCP, the Settlement Administrator will send a second mailing of the Forms, and a stamped, self-addressed envelope by certified mail, return-receipt requested, to those individuals at the updated addresses provided by the OFCCP.

Fully completed and signed Forms must be returned to the Settlement Administrator no later than 100 days from the effective date of the fully-executed Conciliation Agreement. That date certain will be included in each of the Forms to be sent out with both the first and second mailings. Such returns must be received by the Settlement Administrator no later than that 100th day. Within ten (10) days following the final day for receipt of fully-completed and signed Forms, the Settlement Administrator will provide the OFCCP with a list of all 44 class members in Microsoft Excel that includes the following: First Name, Last Name, Address Mailed to (second mailing), City, Zip Code, deliverable or undeliverable, Attachment C received – Y/N, Attachment C acceptable – Y/N, Attachment D Received, Attachment D Acceptable – Y/N. The Settlement Administrator will also provide OFCCP with copies of all envelopes received that are undeliverable or have a forwarding address. OFCCP will have fifteen (15) calendar days from receipt of the above-referenced list to certify the final Class Members eligible to participate in this settlement as specified in Part III, Section 1.C.(2) below.

- 2) Eligibility: All members of the affected class (listed on Attachment A) who complete, sign and return the Forms to the Settlement Administrator within one hundred (100) days of the effective date of this Agreement will be “Eligible Class Members” and will receive an equal share of the monetary settlement. Any Class Member who does not return fully completed and signed Forms to the Settlement Administrator within one hundred (100) calendar days of the effective date of this Agreement will no longer be entitled to a payment under this Agreement.

Within one hundred ten (110) calendar days of the effective date of this Agreement, the Settlement Administrator will provide the OFCCP with a list of the individuals who returned completed and signed Forms by the deadline, which list shall comprise the “Eligible Class Members“. Within one hundred twenty-five (125) calendar days of the effective date of this Agreement, OFCCP will approve the final list of Eligible Class Members or discuss with the Settlement Administrator any issues necessary to finalize the list, such as the inclusion or exclusion of certain individuals.

- 3) Monetary Settlement (Back Pay): The Settlement Administrator, on behalf of Meadowmere/Mitchell Manor, will distribute \$50,000, less legal deductions required by law from back pay only (such as federal, state and/or local taxes and the Eligible Class Members’ share of the FICA taxes), in equal shares among all Eligible Class Members on the final approved list. The Settlement Administrator will disburse the monetary settlement within thirty (30) calendar days after the OFCCP approves the final list of Eligible Class Members. Meadowmere/Mitchell Manor will pay to the Internal Revenue Service (“IRS”) the employer’s share of social

security withholdings and will mail to each Eligible Class Member an IRS W-2 Form reporting the portion of the payment representing back pay as well as an IRS Form 1099 for the portion of the payment representing interest. These IRS forms will be mailed at the same time as other such forms are mailed annually to the Meadowmere/Mitchell Manor workforce.

Should any of the above-referenced checks to Eligible Class Members be returned as undeliverable, the Settlement Administrator will notify OFCCP within fifteen (15) calendar days of this fact via e-mail sent to Tim Roark at (b) (7)(C), (b) (7)(E). Within fifteen (15) calendar days of receiving OFCCP approval, the Settlement Administrator will make a second distribution of those funds in equal amounts to all Eligible Class Members who cashed their first check. The second check will be sent by certified mail return receipt requested.

- 4) Employment. Meadowmere/Mitchell Manor will establish a priority employment list for the Eligible Class Members who indicated interest in employment on his/her returned Form C, listing each individual by his/her original application date. For those Eligible Class Members who have the same original application date, the order of priority shall be based on the date their Interest Forms and Release Forms are received. However, any Eligible Class Member who was previously hired by Meadowmere/Mitchell Manor from October 30th, 2013 up to the date that the priority employment list is established shall not be offered a job pursuant to this Agreement. Along with submission of the Priority Employment List, Meadowmere/Mitchell Manor shall submit to OFCCP documentation of each such Eligible Class Member's previous hire date, start date, job title and termination date, if applicable.

OFCCP will provide a final approved Priority Employment List of Eligible Class Members within fifteen (15) calendar days after receiving the proposed List from the Meadowmere/Mitchell Manor Settlement Administrator. Any Eligible Class Member who expresses an interest in employment will be eligible for future employment consideration as a Dietary Aide.

As positions become available, Meadowmere/Mitchell Manor will consider qualified Eligible Class Members not currently employed by Meadowmere/Mitchell Manor who indicate an interest in employment as Dietary Aides on the Information Form (Attachment C) returned to the Settlement Administrator. Such consideration of qualified eligible Class Members shall continue until six (6) Eligible Class Members are hired into the Dietary Aide position, or until the list of Eligible Class Members expressing an interest in employment is exhausted, or until the expiration of this Agreement, whichever occurs first. Any employment offer made to

an Eligible Class Member by Meadowmere/Mitchell Manor will be sent by certified mail, return receipt requested.

Eligible Class Members must report for work within two weeks after receiving a written job offer from Meadowmere/Mitchell Manor. The Eligible Class Members hired into Dietary Aide positions pursuant to this Agreement must be paid the current starting wage rate for the Dietary Aide position on their hire date and must be provided with the same benefits and opportunity to earn overtime and shift differentials as other Dietary Aide employees. In addition, all Eligible Class Members hired must receive retroactive seniority using the date of their original application as their hire date for all purposes, including job retention, job bidding, and benefits.

Meadowmere/Mitchell Manor shall submit as part of its first and second progress reports to OFCCP the reason(s) for not extending a job offer to or hiring any Eligible Class Member on the Priority Employment List who received a job offer. Notwithstanding the procedures set forth in this section, if an Eligible Class Member applies for a Dietary Aide position and is hired after the effective date of this Agreement, but prior to the OFCCP's final approval of the Eligible Class Member list, that hiring decision will be credited against the Dietary Aide hiring obligations contained in this agreement.

D. NON-MONETARY REMEDIES.

Meadowmere/Mitchell Manor will ensure all applicants are afforded equal employment opportunities. Meadowmere/Mitchell Manor agrees to immediately cease using any selection procedures, practices, and/or policies which negatively affect the hiring of Black applicants for Dietary Aide positions. Meadowmere/Mitchell Manor agrees to continue and/or to implement the corrective actions detailed below.

- 1) Revised Hiring Process
 - a. Eliminate Discriminatory Selection Procedures:
Meadowmere/Mitchell Manor agrees to comply with all OFCCP regulations concerning selection procedures, including 41 C.F.R. Part 60-3 and will not use any selection procedure that has an adverse impact, as defined in 41 C.F.R. 3.4D, on applicants of a particular race unless it properly validates the procedure pursuant to these regulations.
 - b. Review and Revisions Required: Meadowmere/Mitchell Manor will revise, in writing, the practices, policies and procedures it uses to select applicants for Dietary Aides positions (hereinafter

“Revised Hiring Process”). Specifically, Meadowmere/Mitchell Manor will:

- i. create or revise, as necessary, a job description for Dietary Aides which describes the basic qualifications and essential functions, including required skills and certifications;
 - ii. create or revise, as necessary, a selection process describing the criteria used in each step of the hiring process, including any application screens, interviews, tests, credit checks, review of criminal history, reference checks, testing, or other selection procedures;
 - iii. ensure all policies and qualification standards are uniformly applied to all applicants; and
 - iv. list clearly on its recruiting materials and job postings the basic qualifications, including required skills and certifications, if any.
- c. Recordkeeping and Retention: Meadowmere/Mitchell Manor will write and implement procedures to ensure that applicants are tracked and decisions are documented at each step in the hiring process. Meadowmere/Mitchell Manor will write and implement procedures to ensure that documents are retained in accordance with 41 C.F.R. 60-1.12(a) and Part 60-3.
- d. Training: Within 120 days of the Effective Date of this Agreement, Meadowmere/Mitchell Manor must train all employees of the facility involved in any way in recruiting, selecting, or tracking applicants for Dietary Aide positions on the Revised Hiring Process. The training will include instruction in: the proper implementation of the recruitment, tracking and selection procedures; neutral application of the specified qualifications and criteria that will be used at each step in the hiring process; 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. Meadowmere/Mitchell Manor 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 Black applicants who benefit from the provisions of this agreement are not retaliated against.

- e. Monitoring: Meadowmere/Mitchell Manor agrees to monitor selection rates at each step of its selection process for Dietary Aides. Where it is determined that a selection procedure has an adverse impact, as defined in 41 C.F.R. § 3.4D, on the hiring of applicants of a particular race or gender, Meadowmere/Mitchell Manor 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. Meadowmere/Mitchell Manor agrees to maintain and make available to OFCCP records concerning the impact of the selection process for Dietary Aides at the West Allis, Wisconsin facility. This includes the number of persons hired by race, the number of applicants who applied by race, and the selection procedures utilized. This information will be maintained until the expiration of this Agreement or as long as required by the regulations, whichever is later.

RECORDKEEPING/ADVERSE IMPACT ANALYSIS VIOLATIONS

E. STATEMENT OF VIOLATIONS. Meadowmere/Mitchell Manor failed to collect and maintain personnel and employment records and conduct adverse impact analyses in accordance with the requirements of 41 C.F.R. § 60-1.12(a) and Part 60-3.4(C).

Specifically, during the review period,

- Meadowmere/Mitchell Manor failed to maintain all applications and all notes taken during the course of interviews.
- Meadowmere/Mitchell Manor failed to maintain records of all applicants that applied through Milwaukeejobs.com.
- Meadowmere/Mitchell Manor conducted adverse impact analyses for the overall selection process and identified statistically significant adverse impact. However, Meadowmere/Mitchell Manor failed to evaluate the *individual* components of the selection process for adverse impact in accordance with the requirements of 41 CFR 60-3.4(C). This violation is for the time period 7/1/2012 – 6/30/2013. The time period for this violation is limited to the AAP Year.

F. REMEDY. Meadowmere/Mitchell Manor will ensure its records are collected and maintained in accordance with the requirements of 41 C.F.R. § 60-1.12(a) and Part 60-3.4(C). Meadowmere/Mitchell Manor will conduct adverse impact analyses on at least an annual basis for the purpose of determining whether adverse impact exists in the hiring of applicants based on race, sex, or ethnic group. These analyses will be done by job title 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, Meadowmere/Mitchell Manor will evaluate each individual component of the

selection process for adverse impact. If adverse impact is found to exist in any of the individual components of the selection process, Meadowmere/Mitchell Manor will 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.

RECRUITMENT AND OUTREACH VIOLATIONS – SECTION 503 AND VEVRAA

- G. STATEMENT OF VIOLATION. Meadowmere/Mitchell Manor failed to immediately list all employment openings during the review period 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 CFR 60-300.5(a)2-6.

Specifically, during the review period Meadowmere/Mitchell Manor could not provide any documentation or evidence demonstrating it had listed all employment openings in accordance with 41 CFR 60-300.5(a)2-6.

- H. REMEDY. Meadowmere/Mitchell Manor will 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 Meadowmere/Mitchell Manor, as required by 41 CFR 60-300.5(a)2-6 (2014). With its initial listing, and as subsequently needed to update the information, Meadowmere/Mitchell Manor 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 CFR 60-300.5(a)4. Should any of the information in the disclosures change since it was last reported to the ESDS, the contractor shall provide updated information simultaneously with its next job listing.

- I. STATEMENT OF VIOLATION. Meadowmere/Mitchell Manor failed to undertake appropriate outreach and positive recruitment activities during the review period that were reasonably designed to effectively recruit qualified individuals with disabilities, in violation of 41 CFR 60-741.44(f).5(a)(4).

Specifically, during the review period Meadowmere/Mitchell Manor could not provide any documentation or evidence demonstrating it had undertaken appropriate outreach positive recruitment activities during the review period in accordance with 41 CFR 60-741.44(f).

- J. REMEDY. During the period remaining under Meadowmere/Mitchell Manor's current AAP, Meadowmere/Mitchell Manor must agree to undertake appropriate external outreach and positive recruitment activities, such as those described at 41 CFR 60-741.44(f)(2), revised as of March 24, 2014 (78 Fed. Reg. 58682) (Sep. 24, 2013), also

online at <http://www.ecfr.gov>). Meadowmere/Mitchell Manor, must annually review its outreach and recruitment activities, assess their effectiveness, and document this review, in accordance with 41 CFR 60-741.44(f)(3). Meadowmere/Mitchell Manor must document all activities it undertakes to comply with this section, in accordance with 41 CFR 60-741.44(f)(4).

With the effective date of its next affirmative action program (AAP), Meadowmere/Mitchell Manor must undertake appropriate external outreach and positive recruitment activities that are reasonable designed to effectively recruit qualified individuals with disabilities, such as those described at 41 CFR 60-741.44(f)(2), revised as of March 24, 2014 (78 Fed. Reg. 58682) (Sep. 24, 2013, also online at <http://www.ecfr.gov>). Meadowmere/Mitchell Manor must annually review its outreach and recruitment activities, assess their effectiveness, and document this review, in accordance with 41 CFR 60-741.44(f)(3). Meadowmere/Mitchell Manor must document all activities it undertakes to comply with this section, in accordance with 41 CFR 60-741.44(f)(4).

- K. STATEMENT OF VIOLATION. Meadowmere/Mitchell Manor failed to undertake appropriate outreach and positive recruitment activities during the review period that were reasonably designed to effectively recruit qualified protected veterans, in violation of 41 CFR 60-300.44(f). Specifically, the contractor could not provide adequate documentation demonstrating it had undertaken these efforts.

Specifically, during the review period Meadowmere/Mitchell Manor could not provide any documentation or evidence demonstrating it had undertaken appropriate outreach positive recruitment activities during the review period in accordance with 41 CFR 60-741.44(f)(4).

- L. REMEDY. During the period remaining under Meadowmere/Mitchell Manor's current AAP, Meadowmere/Mitchell Manor must agree to undertake appropriate external outreach and positive recruitment activities, such as those described at 41 CFR 60-300.44(f)(2), revised as of March 24, 2014 (78 Fed. Reg. 58614) (Sep. 24, 2013, also online at <http://www.ecfr.gov>). Meadowmere/Mitchell Manor must annually review its outreach and recruitment activities, assess their effectiveness, and document this review in accordance with 41 CFR 60-300.44(f)(3). Meadowmere/Mitchell Manor must document all activities it undertakes to comply with this section, in accordance with 41 CFR 60-300.44(f)(4).

With the effective date of its next affirmative action program (AAP), Meadowmere/Mitchell Manor must undertake appropriate external outreach and positive recruitment activities that are reasonably designed to effectively recruit qualified protected veterans, such as those described at 41 CFR 60-300.44(f)(2), revised as of March 24, 2014 (78 Fed. Reg. 58614) (Sep. 24, 2013, also online at <http://www.ecfr.gov>). Meadowmere/Mitchell Manor must annually review its outreach and recruitment activities, assess their effectiveness, and document this review, in accordance with 41

CFR 60-300.44(f)(3). Meadowmere/Mitchell Manor must document all activities it undertakes to comply with this section, in accordance with 41 CFR 60-300.44(f)(4).

MISCELLANEOUS VIOLATIONS – EXECUTIVE ORDER 11246

M. STATEMENT OF VIOLATION. Meadowmere/Mitchell Manor failed to include in all solicitations or advertisements for employees that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin during the review period as required by 41 CFR 60-1.4(a)(2).

Specifically, Meadowmere/Mitchell Manor's job advertisements did not maintain the proper Equal Employment Opportunity taglines.

N. REMEDY. Meadowmere/Mitchell Manor agrees to include in all solicitations or advertisements for employees that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

O. STATEMENT OF VIOLATION. Meadowmere/Mitchell Manor failed to develop and implement an effective internal audit and reporting system as required by 41 CFR 60-2.17(d).

Specifically, Meadowmere/Mitchell Manor failed to ensure that its policy to hire through employee and family referrals was carried out in a nondiscriminatory manner.

P. REMEDY. Meadowmere/Mitchell Manor agrees to develop and implement an effective internal audit and reporting system and ensure that it monitors records of all personnel activities, including referrals.

PART IV. REPORTS REQUIRED

1. Meadowmere/Mitchell Manor must submit the documents and reports described below to Tim Roark, Assistant District Director, OFCCP Milwaukee District Office, 310 W. Wisconsin Ave., Suite 1115, Milwaukee, WI 53203.

A. Within 60 calendar days of the effective date of this Agreement, Meadowmere/Mitchell Manor must submit a copy of the written Revised Hiring Process described in Part III.1.D.1.

B. Within 30 days of completing the training required under Part III. 1. D.1.d. Meadowmere/Mitchell Manor must submit documentation that all managers, supervisors and other personnel involved in recruiting, selecting, or tracking applicants for Dietary Aides have been trained on the Revised Hiring Process. This 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, Meadowmere/Mitchell Manor must submit all documents and information referenced in Part III.1.C.1-4.
- D. Meadowmere/Mitchell Manor must submit four (4) Progress Reports covering each six-month period this Agreement is in effect. The first Progress Report will be due September 30, 2018 and will cover January 1, 2018 through June 30, 2018. Each subsequent Progress Report must cover the successive six-month period, and must be submitted within 90 calendar days after the close of that six-month period. Meadowmere/Mitchell Manor will submit the following in each report, if applicable to the particular reporting period:
- 1) Documentation of monetary payments to all Class Members as specified in Part III.1.C.3. This documentation must include the names of Class Members who received monetary payments, and, for each Class Member, the check number, check amount, and check bank clearance date. Additionally, Meadowmere/Mitchell Manor must provide OFCCP with two-sided copies of all canceled checks;
 - 2) Documentation of specific hiring activity for Class members who were hired into Dietary Aide positions in accordance with this Agreement Part III.1.C.4, including name, hire date, job title hired into, rate of pay, and proof of retroactive seniority and benefits. For Class Members who were considered for employment but were not hired into Dietary Aide positions, Meadowmere/Mitchell Manor will provide the reason for non-placement along with all relevant documentation (e.g. documentation that the Class Member failed to meet basic qualifications for the job, failed to pass required assessments in the selection process or declined a job offer, or other reason).
 - 3) The total number of applicants and hires, the breakdown by race, gender and ethnic group of applicants and hires for Dietary Aide positions during the reporting period, including all temporary, part time, and seasonal employees who were referred to and/or assigned to work at Meadowmere/Mitchell Manor by a staffing firm or employment agency;
 - 4) Copies of job listings made with either the State of Wisconsin Division of Workforce Development (DWD) or a local ESDS and a listing of job openings at the company. Evidence of listing job openings should indicate the name and address of each hiring location in a manner and format that will allow the ESDS to provide priority referrals of protected veterans to Meadowmere/Mitchell Manor. Documentation of Meadowmere/Mitchell Manor's outreach and positive recruitment activities reasonably designed to effectively recruit protected veterans pursuant to Part III.3.H. and L;

- 5) Documentation of Meadowmere/Mitchell Manor's outreach and positive recruitment activities reasonably designed to effectively recruit individuals with disabilities pursuant to Part III.3.J;
- 6) Documentation Meadowmere/Mitchell Manor has included in all solicitations or advertisements for employees that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin;
- 7) Documentation Meadowmere/Mitchell Manor has developed and implemented an effective internal audit and reporting system and ensured that it monitored records or all personal activities, including referrals;
- 8) For Dietary Aide positions, the results of Meadowmere/Mitchell Manor's analysis as to whether its total selection process has adverse impact, as defined in 41 C.F.R. 60-3.4D, on those members of groups set forth in 41 C.F.R 60-3.4B. (for purposes of the adverse impact analysis, Meadowmere/Mitchell Manor must not include hires made of Class Members pursuant to this Agreement in that analysis; Meadowmere/Mitchell Manor must combine the data for the current report with the data from the previous report to analyze at least a 12-month period; and
- 9) For each case where the total selection process has an adverse impact, as defined in 41 C.F.R 60-3.4D, the results of Meadowmere/Mitchell Manor's evaluation of the individual components of the selection process for adverse impact; and or the actions taken by Meadowmere/Mitchell Manor upon determining that any component of the selection process has an adverse impact on members of groups set forth in Part III.1.D.1.e. and Part III.1.E.

Meadowmere/Mitchell Manor 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

This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument, and shall become effective when counterparts have been signed by each of the Parties and delivered to the other Parties; it being understood that all Parties need not sign the same counterparts.

The person signing the Conciliation Agreement on behalf of Meadowmere/Mitchell Manor, personally warrants he or she is fully authorized to do so, that Meadowmere/Mitchell Manor 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 Meadowmere/Mitchell Manor. This Conciliation Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and Meadowmere/Mitchell Manor.

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

Francesca LoCicero
Executive Director
Meadowmere/Mitchell Manor

Date: 5/8/18

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

Acting ~~Bradley A. Anderson~~ *Carmen Navarro*
Regional Director
OFCCP, Midwest Region

Date: 05/16/2018

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

Tim Roark
Assistant District Director
OFCCP, Milwaukee District Office

Date: 5/14/18