

## CONCILIATION AGREEMENT

Between  
DEPARTMENT OF LABOR  
OFFICE OF FEDERAL CONTRACT COMPLIANCE PROGRAMS  
And  
UNIFIRST CORPORATION  
1901 EQUITABLE PLACE  
CHARLOTTE, NORTH CAROLINA 28213

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

The Office of Federal Contract Compliance Programs ("OFCCP") evaluated the facility of UniFirst Corporation ("UniFirst") located at 1901 Equitable Place, Charlotte, North Carolina 28213, and found that UniFirst was not in compliance with the Executive Order 11246, as amended ("E.O. 11246") and its implementing regulations at 41 C.F.R. Sections 60-1, 60-2, 60-3. OFCCP notified UniFirst of the specific violations found and the corrective actions required in a Notice of Violation issued on March 18, 2016. In the interest of resolving the violations without engaging in further legal proceedings and in exchange for the good and valuable consideration described in this document, OFCCP and UniFirst 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 UniFirst'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 UniFirst violates this Agreement. Nothing in this Agreement precludes OFCCP from initiating enforcement proceedings based on future compliance evaluations or complaint investigations.
2. OFCCP may review UniFirst's compliance with this Agreement. As part of such review, OFCCP may require written reports, inspect the premises, interview witnesses, and examine and copy documents. UniFirst will permit access to its premises during normal business hours for these purposes and will provide OFCCP with all reports and documents requested.
3. Nothing in this Agreement relieves UniFirst of its obligation to fully comply with the requirements of E.O. 11246, Section 503 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 793 ("Section 503"), the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. § 4212 ("VEVRAA"), their implementing regulations, and other applicable equal employment laws.

4. UniFirst will not 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 and signed by all parties.
7. If 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 OFCCP's Southeast Region (the "Effective Date") unless the Director of OFCCP indicates otherwise within 30 calendar days of the date the Regional Director signs the Agreement.
9. This Agreement will expire 60 calendar days after UniFirst submits the final progress report required in Part IV (D), below, unless OFCCP notifies UniFirst in writing before the expiration date that UniFirst has not fulfilled all of its obligations under the Agreement, in which case the Agreement is automatically extended until the date that OFCCP determines UniFirst has met all of its obligations under the Agreement.
10. If UniFirst violates this Conciliation Agreement,
  - A. The procedures set forth at 41 C.F.R. § 60-1.34 will govern:
    - 1) If OFCCP believes that UniFirst violated any term of the Agreement while it was in effect, OFCCP will send UniFirst a written notice stating the alleged violations and summarizing any supporting evidence.
    - 2) UniFirst will have 15 calendar 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 Female Class Members or applicants.
    - 3) If UniFirst 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. UniFirst may be subject to the sanctions set forth in Section 209 of the Executive Order, and/or other appropriate relief for violation of this Agreement.

11. This Agreement does not constitute an admission by UniFirst of any violation of E.O. 11246, Section 503, VEVRAA or other laws, rules, regulations or Executive Orders (collectively, "Applicable Law"), nor has there been an adjudicated finding that UniFirst violated any Applicable Law.

12. Each party shall bear its own fees and expenses with respect to this matter.

13. This Agreement is limited to the facts of this case. Neither this Agreement, nor any part of the negotiations that occurred in connection with the creation of this Agreement, will constitute evidence with respect to any OFCCP policy, practice or position in any lawsuit, legal proceeding, administrative proceeding, compliance evaluation or audit, except for legal or administrative proceedings concerning the enforcement or interpretation of this Agreement.

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

#### **1. VIOLATION**

##### **A. STATEMENT OF VIOLATION**

OFCCP found that at least as of September 1, 2012, UniFirst discriminated against 17 females employed in Job Group 7 production positions by disproportionately assigning them to lower paying positions, while assigning men to higher paying Job Group 7 production positions in violation of 41 CFR § 60-1.4(a)(1). After examining personnel records and interviewing managers, human resources personnel, employees and selecting officials, OFCCP determined that this practice of assigning females to lower paying production positions was based on sex and not based on legitimate differences in qualifications. Accordingly, OFCCP finds that UniFirst has discriminated against 17 female production employees with respect to their job placement because of their sex.

##### **B. SPECIFIC FINDINGS**

Of the (7)(B) hires in Job Group 7 positions, (7)(B) females were hired into higher paying positions, whereas all (7)(E) males were hired into higher paying positions. This resulted in a shortfall of 7 females and a disparity that was statistically significant at (7)(B) standard deviations.

### C. REMEDY FOR AFFECTED FEMALE CLASS MEMBERS.

1. **Notice.** Although UniFirst denies that it acted unlawfully in selecting applicants for Job Group 7 positions, UniFirst agrees to this remedy. Within 15 calendar days of the Effective Date of this Agreement, UniFirst will send by certified mail (return receipt requested) a copy of the following documents to each of the 17 females listed in Attachment A ("Affected Female Class Members"): the Notice to Affected Female Class Members (Attachment B, "Notice"); Claim Form (Attachment C, "Claim" Form); the Release of Claims under Executive Order 11246 (Attachment D, "Release" Form); and a postage paid return envelope. Affected Female Class Members will have 30 calendar days from the date they receive the Notice to return the completed Claim and Release Forms to UniFirst.

UniFirst will notify OFCCP of all letters returned as undeliverable within 75 calendar days of the effective date of this Agreement.

OFCCP will then attempt to obtain and provide updated addresses to UniFirst within 30 calendar days of receiving the list from UniFirst.

UniFirst will have an additional 15 calendar days from receipt of the list of Affected Female Class Members located by OFCCP with new addresses to notify the individuals of their status as Affected Female Class Members (referred to as the "Second Notice") and to determine their interest in employment using Attachments B, C, and D as described above.

2. **Eligibility.** All Affected Female Class Members (listed on Attachment A) who sign and return the Claim and Release Forms to UniFirst within 30 calendar days of the date they receive the envelope containing the first or second Notice, and Claim and Release Forms ("Eligible Female Class Members") will be eligible for back pay. Those who indicate an interest in higher paying job opportunities will also be eligible to be considered for higher paying positions pursuant to this Agreement provided that they meet the minimum qualifications at the time that they apply, and that they successfully complete the selection process. The minimum qualifications and selection process will be no more stringent than it was during September 1, 2012 to February 28, 2014. If an Affected Female Class Member receives but does not return the Release and Claim Forms to UniFirst within 30 calendar days of the date she receives the envelope containing the first or second Notice and the Claim and Release Forms, she will no longer be entitled to any relief pursuant to this Agreement.

Within 15 calendar days after the response deadline set out in the Second Notice to Affected Female Class Members, UniFirst will provide OFCCP with a list of the Eligible Female Class Members. Within 15 calendar days after receiving the list, OFCCP will approve the final list of Eligible Female Class Members, include a final distribution amount for each Eligible Female Class Member and/or discuss with UniFirst any issues necessary to finalize the list, such as the inclusion or exclusion of certain individuals.

All individuals who appear on the final list of Eligible Female Class Members approved by OFCCP are entitled to a share of the monetary settlement regardless of whether they are interested in a higher paying position with UniFirst.

3. **Monetary Settlement.** UniFirst agrees to distribute \$75,000 (\$71,183.10 in back pay and \$3,816.90 in interest), less deductions required by law on the portion representing back pay only (such as federal, state and/or local taxes and the Eligible Female Class Members' share of FICA taxes), to the individuals on the final Eligible Female Class Members list. UniFirst will pay the Internal Revenue Service ("IRS") the employer's share of social security withholdings and will mail each Eligible Female 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, if so required by IRS regulations. These IRS forms will be mailed at the end of the applicable tax year in which the funds are disbursed. UniFirst will disburse the monetary settlement within 30 calendar days after OFCCP approves the final list of Eligible Female Class Members.

Within 7 calendar days of UniFirst's receipt of a check returned as undeliverable, UniFirst will notify OFCCP of this fact via e-mail sent to Compliance Officer (7)(C), (7)(E), (7)(C), (7)(E)@dol.gov. OFCCP will have 15 calendar days to locate the Eligible Female Class Members, and if OFCCP obtains an alternate address in the designated time period, UniFirst will re-mail the check within 5 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 Female Class Member will be void. With respect to any uncashed funds, UniFirst will make a second distribution, in equal shares, to all Eligible Female Class Members who cashed their first check. UniFirst will mail the second distribution to such Eligible Female Class Members within 150 calendar days of the first distribution.

4. **Job Offers.** UniFirst will offer Eligible Female Class Members an opportunity to apply for higher paying positions in Job Group 7 at its Charlotte, North Carolina establishment as opportunities arise until 7 Eligible Female Class Members accept the new position, or until the list of Eligible Female Class Members expressing an interest is exhausted, whichever occurs first. The written job offer shall include the job title and current starting hourly wage. UniFirst will document the job offers in a manner that allows OFCCP to determine compliance with the remedy below.

Eligible Female Class Members will be considered for higher paying job opportunities in the order that UniFirst receives their Employment Interest Claim Form indicating interest in a position, and will be considered for open higher paying positions at UniFirst's Charlotte establishment only. If UniFirst receives more than one response on any given day, those Eligible Female Class Members will be considered for employment based on the date of their first original application to UniFirst. UniFirst will initiate its job offers to Eligible Female Class Members within 30 calendar days after the OFCCP notifies UniFirst of its approval of the final Eligible Female Class Members list and its job offer obligations under this section is

not complete until seven (7) offers of employment are made to Eligible Female Class Members or the list of Eligible Female Class Members expressing an interest is exhausted.

Eligible Female Class Members will have seven calendar days to accept a job offer and will be allowed at least 14 calendar days to report for work after receiving a written job offer from UniFirst, unless she provides good cause for her absence (e.g. due to illness of an extended report date agreed upon by UniFirst). Documentation of all hiring decisions, including job offers made and documentation of reasons for rejection will be available for review by OFCCP. The Eligible Female Class Members offered higher paying positions pursuant to this Agreement will be paid according to the current applicable wage rate and will be provided with the same benefits, training and opportunity to earn overtime and shift differentials as other employees.

5. **Retroactive Seniority.** Eligible Female Class Members who return to UniFirst for employment as a result of this Agreement will be given retroactive seniority dating back to their original hire date. Such retroactive seniority shall be provided solely for purposes of vacation, paid personal business or illness days, hourly rate, Family Medical Leave Act, and other mandated state or local laws.

#### **D. NON-MONETARY REMEDIES.**

UniFirst will ensure that all applicants are afforded equal employment opportunities. UniFirst has revised the selection procedures, practices, and/or policies which negatively affected the assignment of female applicants for production positions. UniFirst agrees to continue to implement the corrective actions detailed below.

1. **Revised Policies and Procedures.** UniFirst agrees to review and, as necessary, revise its job placement policies and procedures to ensure equal opportunity, regardless of gender, as required by 41 C.F.R. § 60-1.4(a). This includes:
  - Ensuring all qualified applicants have an equal opportunity to apply for, express interest in, or be hired into production positions for all work or duties regardless of sex, including disclosing to all applicants accurate information about the duties, rates of pay, benefits, working conditions and other aspects of employment for these positions.
  - Ensuring that UniFirst does not rely on stereotypes that have the purpose or effect of steering or channeling women into particular positions at hire or disproportionately assigning them particular work or duties, including encouraging or discouraging applicants from applying for or accepting employment into positions performing certain kinds of work.
  - Conducting regular reviews to ensure its selection practices are consistent with the Uniform Guidelines on Employee Selection Procedures, 41 C.F.R. § 60-3, and with 41 C.F.R. § 60-1.4(a)(1).

2. **Training.** UniFirst will provide training to all of its managers and supervisors who make job selection and job placement decisions, as well as to all human resources personnel. This training will include subjects of equal employment opportunity rights and responsibilities, and training on any new policies and practices in effect pursuant to section B.1 above. This training will include a formal assessment. The assessment will ensure that managers, supervisors, and HR personnel who have completed the training understand and can implement the requirements to: (1) follow job selection and placement practices that do not discriminate on the basis of sex; (2) consistently and fairly implement the new or revised written policies and procedures and (3) properly document the results of their decisions and retain appropriate records.

UniFirst will submit to OFCCP documentation of the training pursuant to this section of the Agreement, including: training dates, cost, locations, percent of personnel staff who have completed the training; sign-in sheets showing printed names, job titles, and signatures of the attendees; names and job titles/organization of the trainers, the number of hours of training provided, and a summary of the curriculum.

3. **Self-Analysis.** Pursuant to 41 C.F.R. § 60-2.17(b), UniFirst will review annually its job placement policies and procedures to ensure they comply with 41 C.F.R. § 60-1.4(a)(1). This includes:
  - Self-analysis of job placements, including analysis of any sex-based, differences in number or type of positions, work, task or rates of pay offered to applicants.
  - Assessment of how managers at UniFirst are implementing the revised policies and procedures to ensure their actions are consistent with the requirements of 41 C.F.R. § 60-1.4(a)(1).
4. **Recordkeeping.** Pursuant to 41 C.F.R. § 60-1.12, UniFirst will ensure its managers properly maintain all records on the revised policies and procedures, including any associated underlying data and information such as HRIS and payroll data, job applications, applicant and hire data, disposition codes, and personnel records, and any other records or data used to generate the required reports.

## 2. VIOLATION

### A. STATEMENT OF VIOLATION

OFCCP found that UniFirst failed to provide equal employment opportunities for all applicants without regard to sex when hiring for its Job Group 7 production positions in violation of 41 CFR § 60-1.4(a) and 41 CFR § 60-20.3. OFCCP found statistically significant differences in hiring rates between male and female applicants for Job Group

7 production positions, with qualified male applicants less likely to be hired than qualified female applicants. Based on the examination of personnel records, and interviews with managers, human resources representatives, employees, and selecting officials, OFCCP determined that this practice of disproportionately hiring female applicants was based on sex and not based on legitimate differences in qualifications.

## B. SPECIFIC FINDINGS

Of a qualified pool of (7)(E) male applicants, UniFirst hired (7)(E) or (7)(E) men. Of a qualified pool of (7)(E) female applicants, UniFirst hired (7)(E) or (7)(E) females. This resulted in a shortfall of 6 males and disparity that was statistically significant at (7)(E) standard deviations.

## C. REMEDY FOR AFFECTED CLASS.

1. **Notice.** Although UniFirst denies that it acted unlawfully in selecting applicants for Job Group 7 positions, UniFirst agrees to this remedy. Within 30 calendar days of the Effective Date of this Agreement, UniFirst will send by certified mail (return receipt requested) a copy of the following documents to each of the 494 male applicants listed at Attachment E (Affected Male Class Members): The Notice to Affected Male Class Member (Attachment F, "Notice"); Claim Form (Attachment G, "Claim"); the Release of Claims under Executive Order 11246 (Attachment H, "Release"); and a postage paid return envelope. Affected Male Class Members will have 30 calendar days from the date they receive the Notice to return the completed Claim and Release Forms to UniFirst.

UniFirst will notify OFCCP of all letters returned as undeliverable, Affected Male Class Members that have not responded and/or returned the completed Claim and Release Forms to UniFirst within 75 calendar days after the effective date of this Agreement.

OFCCP will then attempt to obtain and provide updated addresses to UniFirst within 30 calendar days of receiving the list from UniFirst.

UniFirst will have an additional 15 calendar days from receipt of the list of Affected Male Class Members located by OFCCP with new addresses to notify the individuals of their status as Affected Male Class Members (referred to as the "Second Notice") and to determine their interest in employment using Attachments F, G, and H as described above.

2. **Eligibility.** All Affected Male Class Members (listed on Attachment E) who sign and return the Claim and Release Forms to UniFirst within 30 calendar days of receipt ("Eligible Male Class Members"), will be eligible for back pay. Those who sign and return the Claim Form and indicate an interest in Job Group 7 job opportunities, will also be eligible to be considered for positions pursuant to this Agreement provided that they meet the minimum qualifications at the time that they apply, and that they

successfully complete the selection process. The minimum qualifications and selection process will be no more stringent than it was during September 1, 2012 to February 28, 2014. If an Affected Male Class Member receives, but does not return the Claim and Release to UniFirst within 30 calendar days of the date they receive the envelope containing the first or second Notice and Claim and Release Forms, he will no longer be entitled to a payment under this Agreement.

Within 15 calendar days after the response deadline set out in the Second Notice to Affected Male Class Members, UniFirst will provide OFCCP with a list of the Eligible Male Class Members. Within 15 calendar days after receiving the list, OFCCP will approve the final list of Eligible Male Class Members, include a final distribution amount for each Eligible Male Class Member and/or discuss with UniFirst any issues necessary to finalize the list, such as the inclusion or exclusion of certain individuals.

3. **Monetary Settlement.** UniFirst agrees to distribute equally \$116,505.76 (\$109,636.69 in back pay and \$6,869.07 in interest), less legal deductions required by law on the portion representing back pay only (such as federal, state and/ or local taxes and the Eligible Male Class Members' share of FICA taxes), to all Eligible Male Class Members on the final approved list. UniFirst will pay the Internal Revenue Service ("IRS") the employer's share of social security withholdings and will mail each Eligible Male 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 applicable tax year in which the funds are disbursed. UniFirst will disburse the monetary settlement within 30 calendar days after OFCCP approves the final list of Eligible Male Class Members.

Within seven (7) calendar days of UniFirst's receipt of a check returned as undeliverable, UniFirst will notify OFCCP of this fact via e-mail sent to (7)(C), (7)(E) at (7)(C), (7)(E)@dol.gov. OFCCP will have 15 days to locate the Eligible Male Class Member and if OFCCP obtains an alternate address in the designated time period, UniFirst will re-mail the check within five (5) calendar days of receiving an alternate or corrected address. Any check that remains uncashed 120 days after the date the check was mailed to the Eligible Male Class Member will be void. With respect to any uncashed funds, UniFirst will make a second distribution, in equal shares, to all Eligible Male Class Members who cashed their first check. UniFirst will mail the second distribution to such Eligible Male Class Members within 150 calendar days of the first distribution.

4. **Job Offers.** UniFirst will offer Eligible Male Class Members, not currently employed by UniFirst and who expressed an interest in employment with UniFirst, Job Group 7 production positions at its Charlotte, North Carolina establishment. In coordination with the remedy for Violation 1, UniFirst will make these offers as opportunities arise until six (6) Eligible Male Class Members are hired full-time or until the list of Eligible Male Class Members expressing an interest in employment is

exhausted, whichever occurs first. The written job offer shall include the job title and starting hourly wage. UniFirst will document the job offers in a manner that allows OFCCP to determine compliance with the remedy below.

Eligible Male Class Members will be considered for Job Group 7 positions at its Charlotte, North Carolina establishment in the order that UniFirst receives their Claim Form. If UniFirst receives more than one response in any given day, those Eligible Male Class Members will be considered for employment based on the date of their original application. UniFirst will initiate its hiring of Eligible Male Class Members within 30 calendar days after the OFCCP notifies UniFirst of its approval of the final Eligible Male Class Members list and its job offer obligations under this section is not complete until six (6) offers of employment are made to Eligible Male Class Members or the list of Eligible Male Class Members expressing an interest is exhausted.

Eligible Male Class Members will have seven calendar days to accept a job offer and will be allowed at least 14 calendar days to report for work after receiving a written job offer from UniFirst, unless he provides good cause for his absence (e.g. due to illness of an extended report date agreed upon by UniFirst). The Eligible Male Class Members hired into Job Group 7 production positions pursuant to this Agreement must be paid the current wage rate for the Job Group 7 production position for which they are hired, and must be provided with the same benefits and opportunity to earn overtime and shift differentials as other production employees.

5. **Retroactive Seniority**: Eligible Male Class Members hired will be given retroactive seniority dating back to the date of their original application. Such retroactive seniority shall be provided solely for the purposes of vacation, paid personal business or illness days, hourly rate, Income Extension Aid, Family Medical Leave Act, and other mandated state or local laws.

#### **D. NON-MONETARY REMEDIES.**

UniFirst will ensure that all applicants are afforded equal employment opportunities. UniFirst has revised the selection procedures, practices, and/or policies which negatively affected the hiring of male applicants for production positions. UniFirst agrees to continue to implement the corrective actions detailed below.

1. **Revised Policies and Procedures**. UniFirst agrees to review and, as necessary, revise its hiring and policies and selection procedures to ensure equal opportunity, regardless of gender, as required by 41 C.F.R. § 60-1.4(a). This includes:
  - a. Ensuring all qualified applicants have an equal opportunity to apply for, express interest in, or be hired into production positions for all work or duties regardless of sex, including disclosing to all applicants

accurate information about the duties, rates of pay, benefits, working conditions and other aspects of employment for these positions

- b. Ensuring all policies and qualification standards are uniformly applied to all applicants; and
- c. Conducting regular reviews to ensure its selection practices are consistent with the Uniform Guidelines on Employee Selection Procedures, 41 C.F.R. § 60-3, and with 41 C.F.R. § 60-1.4(a)(1).

2. **Training.** UniFirst will provide training to all of its managers and supervisors who make selection decisions, as well as to all human resources personnel. This training will include subjects of equal employment opportunity rights and responsibilities, and training on any new policies and practices in effect pursuant to Section B.1 above. This training will include a formal assessment. The assessment will ensure that managers, supervisors, and HR personnel who have completed the training understand and can implement the requirements to (1) follow job selection and placement practices that do not discriminate on the basis of sex; (2) consistently and fairly implement the new or revised written policies and procedures and (3) properly document the results of their decisions and retain appropriate records.

UniFirst will submit to OFCCP documentation of the training pursuant to this section of the Agreement, including: training dates, cost, locations, percent of personnel staff who have completed the training; sign-in sheets showing printed names, job titles, and signatures of the attendees; names and job titles/organization of the trainers, the number of hours of training provided, and a summary of the curriculum.

3. **Self-Analysis.** Pursuant to 41 C.F.R. § 60-2.17(b), UniFirst will review and monitor annually its hiring policies and selection procedures to ensure they comply with 41 C.F.R. § 60-1.4(a)(1) and 41 C.F.R. § 60-3. This includes:
- a. Self-analysis of hiring, including analysis of any sex-based, differences in number or type of positions, work, task or rates of pay offered to applicants.
  - b. Assessment of how managers at UniFirst are implementing the revised policies and procedures to ensure their actions are consistent with the requirements of 41 C.F.R. § 60-1.4(a)(1).
  - c. Monitor selection rates at each step of its selection process for production positions. Where its determined that a selection procedure has an adverse impact, as defined by 41 C.F.R. § 60-3.4D, on the hiring of applicants of a particular race or gender, UniFirst will eliminate the procedure, choose an alternate procedure, or validate the procedure in accordance with the Uniform Guidelines on Employee Selection Procedures codified at 41 C.F.R. § 60-3.

4. **Recordkeeping.** Pursuant to 41 C.F.R. § 60-1.12, UniFirst will ensure its managers properly maintain all records on the revised policies and procedures, including any associated underlying data and information such as HRIS and payroll data, job applications, applicant and hire data, disposition codes, and personnel records, and any other records or data used to generate the required reports. UniFirst agrees to maintain and make available to OFCCP records concerning the impact of the selection process for production positions. This includes the number of persons hired by sex, the number of applicants who applied by sex, and the selections procedures utilized. This information will be maintained until the expiration of this Agreement or as long as required by the regulations, whichever is later.

### 3. **VIOLATION:**

UniFirst failed to perform an in-depth analysis of its total employment process to determine whether and where impediments to equal employment opportunity exist, in accordance with 41 C.F.R. § 60-2.17(b). Specifically, UniFirst failed to identify, through in-depth analysis, whether there were gender-based disparities with respect to Job Group 7 positions.

#### **REMEDY:**

UniFirst will perform in-depth analyses of its total employment process to determine whether and where impediments to equal employment opportunity exist, including analyzing all impediments that result in gender-based disparities. UniFirst must incorporate these analyses and determinations in the Identification of Problem Areas section of now-current Affirmative Action Plans (AAPs). UniFirst must update these analyses annually and incorporate them into UniFirst future AAPs.

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

1. UniFirst will submit the documents and reports described below to: Assistant District Director-Charlotte, United States Department of Labor, Office of Federal Contract Compliance Programs, 3800 Arco Corporate Drive, Suite 465, Charlotte, North Carolina 28273.
  - A. Within 60 calendar days of the Effective Date of this Agreement, UniFirst must submit a copy of the written Revised Policies and Procedures described in sections III.1.D.1 and III.2.D.1.
  - B. Within 90 calendar days of the Effective Date of this Agreement, UniFirst must submit documentation on the training for all managers, supervisors and other personnel involved in recruiting, selecting, or tracking applicants for production positions as described in section III.1.D.2 and III.2.D.2.

- C. Within the prescribed timeframes, UniFirst must submit all documents and information referenced in section III.1.C.1 & 2 and section III.2.C.1 & 2.
- D. UniFirst must submit a progress report covering each six month period this Agreement is in effect. The first progress report will be due seven months after the Effective Date of this Agreement and must cover the six-month period beginning with the Effective Date. Each subsequent report must cover the successive six-month period, and must be submitted within 30 calendar days after the close of that six-month period. UniFirst will submit the following in each progress report:
- 1) Documentation of monetary payments to all Eligible Class Members as specified in section III.1.C.3 and section III.2.C.3. 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. UniFirst must provide OFCCP with copies of all canceled checks upon request;
  - 2) Documentation of specific hiring activity for Eligible Class Members who were hired in production positions in accordance with this Agreement, including documentation of receipt of job offer, name, date of hire, job title hired into, rate of pay and proof of retroactive seniority and benefits;
  - 3) For Eligible Class Members who were considered for employment but were not hired, UniFirst will provide the reason for non-placement along with all relevant documentation including documentation of receipt of job offer and if applicable, documentation that the Eligible Class Member declined the offer;
  - 4) Documentation of UniFirst's self-analysis as specified in section III.1.D.3 and section III.2.D.3;
  - 5) The total number of applicants and hires and the breakdown by gender of applicants and hires for production positions during the reporting period, including all temporary, part time, and seasonal workers who were referred to and/or assigned to work at UniFirst by a staffing firm or employment agency;
  - 6) For production positions, the results of UniFirst's analysis as to whether its total selection process has adverse impact, as defined in 41 C.F.R. § 60-3.4D, males and females (for purposes of the adverse impact analysis, UniFirst must not include hires made of Eligible Class Members pursuant to this Agreement in that analysis; UniFirst must

combine the data for the current report with the data from the previous report(s) to analyze at least a 12-month period);

- 7) For each case where the total selection process has an adverse impact, as defined in 41 C.F.R. § 60-3.4D, the results of UniFirst's evaluation of the individual components of the selection process for adverse impact;
- 8) The actions taken by UniFirst upon determining that any component of the selection process has an adverse impact on members of groups set forth in Paragraph 5 of the progress report requirements above.
- 9) UniFirst will submit documentation of its in-depth analyses of its total employment process showing UniFirst has done the following:
  - o 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;
  - o Required internal reporting on a scheduled basis measuring as to the degree to which equal employment opportunity and organizational objectives have been attained;
  - o Reviewed report results with all levels of management;
  - o Advised top management of program effectiveness and submit recommendations to improve unsatisfactory performance.

\*Note: Number 8 is only required of the 2<sup>nd</sup> and (if necessary) 4<sup>th</sup> reports.

2. UniFirst 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.

**TERMINATION DATE:** This Agreement will expire 90 days after OFCCP receives the final report required in Part III above or on the date that the District Director gives notice to UniFirst that UniFirst has satisfied its reporting requirement, whichever occurs earlier, unless OFCCP notifies UniFirst in writing prior to the end of the 90-day period that UniFirst has not satisfied its reporting requirement pursuant to this Agreement.

**INTEGRATION CLAUSE:** This Agreement represents the full Agreement between UniFirst and OFCCP and this Agreement supersedes any other agreements, oral or written. In signing this Agreement, neither UniFirst nor OFCCP relies upon any promise, representation of fact or law, or other inducement that is not expressed in this Agreement. This Agreement may be modified only by written agreement of the Parties affected and may not be modified by any oral agreement.

**Part V. SIGNATURES**

This Conciliation Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and UniFirst Corporation. The person signing this Conciliation Agreement on behalf of UniFirst Corp personally warrants that he is fully authorized to do so, that UniFirst Corp 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 UniFirst Corporation. This Conciliation Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and UniFirst Corporation.

**(6), (7)(C)**

*/* Ronald Croatti  
President and CEO  
UniFirst Corporation  
1901 Equitable Place  
Charlotte, North Carolina 28213

Date: 1/23/17

**(6), (7)(C)**

*/* Samuel Maiden  
Regional Director – Southeast  
Office of Federal Contract Compliance  
Programs

Date: 1/27/2017

**(6), (7)(C)**

*/* William Crews  
Assistant District Director – Charlotte  
Office of Federal Contract Compliance  
Programs

Date: 1/24/17

**(6), (7)(C)**

*/* Pamela Quinn  
District Director – Charlotte  
Office of Federal Contract Compliance  
Programs

Date: 1/26/2017

**(6), (7)(C), (7)(E)**

*/* Compliance Officer – Charlotte  
Office of Federal Contract Compliance  
Programs

Date: 1-26-17

ATTACHMENT A

AFFECTED FEMALE CLASS MEMBERS

LAST NAME	FIRST NAME	GENDER
<b>(6), (7)(C)</b>		F
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## ATTACHMENT B

### NOTICE TO AFFECTED FEMALE CLASS MEMBERS

*If you were hired in production at UniFirst Corporation between September 1, 2012 and February 28, 2014, you may benefit from a recent legal settlement.*

*We are writing to provide information about a legal settlement between the U.S. Department of Labor (OFCCP) and UniFirst Corporation (UniFirst) that may benefit you. This settlement involves claims of discrimination in hiring, and our records show that you are one of the employees covered by the settlement. If you take the steps described in this notice by the deadline below, and meet all the requirements explained in the letter and the attached documents, you may be eligible for a payment of back wages from UniFirst.*

## ARE YOU AFFECTED?

Women who were hired in production between September 1, 2012 and February 28, 2014 are covered by this agreement.

## WHAT IS THIS SETTLEMENT ABOUT?

The U. S. Department of Labor's Office of Federal Contract Compliance Programs (OFCCP) conducted an audit of UniFirst's hiring practices between September 1, 2012 and February 28, 2014. OFCCP is the government agency responsible for enforcing the equal employment opportunity and affirmative action requirements that apply to federal contractors. OFCCP determined that UniFirst did not consider women for employment for some positions at UniFirst for which the women were qualified.

Ultimately, OFCCP issued a Notice of Violation against UniFirst on these claims. Although UniFirst disagreed with our findings, they have agreed to resolve the issue through a Conciliation Agreement. A Conciliation Agreement is a legal document that explains the terms of an agreement to settle a violation.

## WHAT DOES THIS MEAN FOR YOU?

Because you were employed in production during the relevant dates, this settlement may provide you some specific benefits.

- (i) **You may be eligible to receive a payment of at least \$4,411.76 (before taxes).**
- (ii) **You may be eligible to receive a production job paying at least \$10 per hour.**

This payment represents your share of back wages and other payments UniFirst is making to settle with OFCCP. The final amount you receive will be reduced by deductions for items such

as income tax withholding and Social Security contributions.

## WHAT IS YOUR NEXT STEP?

To be eligible for a payment, you must complete sign and return the following enclosed documents, (1) Claim Form, (2) Release of Claims (3) Interest Form within 30 calendar days of receipt.

[Contact Name To Be Determined]  
UniFirst Corporation  
1901 Equitable Place  
Charlotte, NC 28213

**The documents must be received within 30 calendar days of receipt.**

You may receive some or all of these benefits only if these forms confirm that you are one of the people covered by the settlement. After you complete and return these documents, a final decision will be made about your eligibility.

**You must follow all of the instructions in this notice and return all documents within 30 calendar days of receipt to receive any money or 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 call (7)(C), (7)(E) at 704-749-3380 or email her at (7)(C), (7)(E)@dol.gov.

**ATTACHMENT C**

**CLAIM FORM**

If you complete this Claim Form, you may be eligible for a money payment and/or employment opportunities under the terms of the Conciliation Agreement ("Agreement") between UniFirst Corporation ("UniFirst") and the Department of Labor's Office of Federal Contract Compliance Programs. **To be eligible for benefits, including monetary payment and/or a job, this form, along with the enclosed "Release" form must be received within 30 calendar days of your receipt of this document.** Please print legibly, except for signature.

Part I: Fill out this section so that we confirm important information we need in order to make sure you are eligible to receive money under this settlement and process your payment.

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

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

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

Work \_\_\_\_\_

Email: \_\_\_\_\_

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

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

Part II: Please indicate below whether you are currently interested in employment at UniFirst. 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 a higher paying production position with UniFirst.

\_\_\_\_\_ No, I am not currently interested in a higher paying production position with UniFirst.

All documents must be returned to UniFirst to be eligible for any benefits including money payments and a job under the terms of the settlement between UniFirst and the U.S. Department of Labor's Office of Federal Contract Compliance Programs. To be eligible for these benefits, this form, along with the enclosed "Release" form must be received **within 30 calendar days of your receipt of this document.** You may either return the documents in person to UniFirst or return it by first class mail to the address below.

[Contact Name To Be Determined]  
UniFirst Corporation  
1901 Equitable Place  
Charlotte, NC 28213

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

I certify the above as true and correct.

---

Signature

---

Date

## ATTACHMENT D

### RELEASE OF CLAIMS UNDER THE EXECUTIVE ORDER

This form must be submitted with the attached Claims form within 30 calendar days of receipt for you to receive any payment provided in the Conciliation Agreement.

This Release of Claims form is a legal document. This document states that in return for UniFirst Corporation paying you money, you agree that you will not file any lawsuit against UniFirst for allegedly violating Executive Order 11246 in connection with its hiring procedures for female production employees. It also says that UniFirst 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 within 30 calendar days of receipt, you will not receive any money.

In consideration of the payment by UniFirst, less deductions required by law, which I agree is acceptable, and also in consideration of the Conciliation Agreement between UniFirst and the Office of Federal Contract Compliance Programs ("OFCCP"), I \_\_\_\_\_ agree to the following:

- I. I hereby waive, release and forever discharge UniFirst, its predecessors, successors, related entities, parents, subsidiaries, affiliates and organizations, and its and their shareholders, directors, officers, employees, agents, successors, and assigns, of and from any and all actions, causes of action, damages, liabilities, and claims arising out of or actionable under Executive Order 11246, as amended, which I or my representatives (heirs, executors, administrators, or assigns) have or may have which relate in any way to my assignment as a Feeder-Folder on the basis of my gender at any time prior to the date of my signature on this Release.
- II. I understand that if I am concerned about how the process described in this Release applies to me, I may contact the OFCCP for assistance:

**(7)(C), (7)(E)**

Compliance Officer

3800 Arco Corporate Drive, Suite 465

Charlotte, NC 28273

**(7)(C), (7)(E)**@dol.gov

- III. I understand that UniFirst denies that it treated me unlawfully or unfairly in any way and that UniFirst entered into a settlement with OFCCP in the spirit of cooperation and to bring closure to the Compliance Review initiated by OFCCP in January 16, 2015. I

further agree that the payment of the above sum by UniFirst to me is not to be construed as an admission of any liability by UniFirst.

- IV. I declare that I have carefully read this Release and that I have had a full opportunity to consider and understand its terms and to consult with my advisors. I further declare that I have decided of my own free will to sign this Release.
- V. I understand that if I do not sign and return this Release and Claim Form to UniFirst within 30 calendar days of receipt, I will not receive any of the financial or other relief provided in the Conciliation Agreement.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Be sure to attach this form to the "Claim" form included in this notice and return all documents together by the deadline)



Attachment E - Male Class Members  
(continued)

LAST NAME	FIRST NAME	GENDER
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Attachment E - Male Class Members  
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Attachment E - Male Class Members  
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Attachment E - Male Class Members  
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Attachment E - Male Class Members  
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Attachment E - Male Class Members  
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Attachment E - Male Class Members  
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Attachment E - Male Class Members  
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Attachment E - Male Class Members  
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Attachment E - Male Class Members  
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Attachment E - Male Class Members  
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Attachment E - Male Class Members  
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Attachment E - Male Class Members  
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Attachment E - Male Class Members  
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Attachment E - Male Class Members  
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\*Applicants that applied for multiple positions only appear one time on the list of Eligible Class Members.

## ATTACHMENT F

### NOTICE TO AFFECTED MALE CLASS MEMBERS

*If you applied and were not hired for a production job at UniFirst Corporation between September 1, 2012 and February 28, 2014, you may benefit from a recent legal settlement.*

*We are writing to provide information about a legal settlement between the U.S. Department of Labor (OFCCP) and UniFirst Corporation (UniFirst) that may benefit you. This settlement involves claims of discrimination in hiring, and our records show that you are one of the applicants covered by the settlement. If you take the steps described in this notice by the deadline below, and meet all the requirements explained in the letter and the attached documents, you may be eligible for a payment of back wages and benefits from UniFirst.*

### ARE YOU AFFECTED?

Men who applied and not hired in production between September 1, 2012 and February 28, 2014 are covered by this agreement.

### WHAT IS THIS SETTLEMENT ABOUT?

The U. S. Department of Labor's Office of Federal Contract Compliance Programs (OFCCP) conducted an audit of UniFirst's hiring practices between September 1, 2012 and February 28, 2014. OFCCP is the government agency responsible for enforcing the equal employment opportunity and affirmative action requirements that apply to federal contractors. OFCCP determined that UniFirst discriminated against male applicants.

Ultimately, OFCCP issued a Notice of Violation against UniFirst on these claims. Although UniFirst disagreed with our findings, they have agreed to resolve the issue through a Conciliation Agreement. A Conciliation Agreement is a legal document that explains the terms of an agreement to settle a violation.

### WHAT DOES THIS MEAN FOR YOU?

Because you applied for a position in production during the relevant dates, this settlement may provide you some specific benefits.

- (i) **You may be eligible to receive a payment of at least \$251.63** (before taxes).
- (ii) **You may be eligible to receive a job offer for a production position at Unifirst.**

This payment represents your share of back wages and other payments UniFirst is making to settle with OFCCP. The final amount you receive will be reduced by deductions for items such

as income tax withholding and Social Security contributions.

## WHAT IS YOUR NEXT STEP?

To be eligible for a payment, you must complete sign and return both the following enclosed documents, (1) Claim Form and (2) Release of Claims within 30 calendar days of receipt.

[Contact Name To Be Determined]  
UniFirst Corporation  
1901 Equitable Place  
Charlotte, NC 28213

**The documents must be received within 30 calendar days of receipt.**

You may receive some or all of these benefits only if these forms confirm that you are one of the people covered by the settlement. After you complete and return these documents, a final decision will be made about your eligibility.

**You must follow all of the instructions in this notice and return all documents within 30 calendar days of receipt to receive any money or 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 call (7)(C), (7)(E) at 704-749-3380 or email her at (7)(C), (7)(E)@dol.gov.

**ATTACHMENT G**

**CLAIM FORM**

If you complete this Claim Form, you may be eligible for a money payment and/or employment opportunities under the terms of the Conciliation Agreement (“Agreement”) between UniFirst Corporation (“UniFirst”) and the Department of Labor’s Office of Federal Contract Compliance Programs. **To be eligible for benefits, including monetary payment and/or a job, this form, along with the enclosed “Release” form must be received within 30 calendar days of your receipt of this document.** Please print legibly, except for signature.

Part I: Fill out this section so that we confirm important information we need in order to make sure you are eligible to receive money under this settlement and process your payment.

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

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

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

Work \_\_\_\_\_

Email: \_\_\_\_\_

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

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

Part II. Please indicate below whether you are currently interested in employment at UniFirst. 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 UniFirst.

\_\_\_\_\_ No, I am not currently interested in employment with UniFirst.

All documents must be returned to UniFirst to be eligible for any benefits including money payments and a job under the terms of the settlement between UniFirst and the U.S. Department of Labor’s Office of Federal Contract Compliance Programs. **To be eligible for these benefits, this form, along with the enclosed “Release” form must be received within 30 calendar days of your receipt of this document.** You may either return the documents in person to UniFirst or return it by first class mail to the address below.

[Contact Name To Be Determined]  
UniFirst Corporation  
1901 Equitable Place  
Charlotte, NC 28213

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

I certify the above as true and correct.

---

Signature

---

Date

## ATTACHMENT H

### RELEASE OF CLAIMS UNDER THE EXECUTIVE ORDER

This form must be submitted with the attached Claims form within 30 calendar days of receipt for you to receive any payment provided in the Conciliation Agreement.

This Release of Claims form is a legal document. This document states that in return for UniFirst Corporation paying you money, you agree that you will not file any lawsuit against UniFirst for allegedly violating Executive Order 11246 in connection with its hiring procedures for female production employees. It also says that UniFirst 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 within 30 calendar days of receipt, you will not receive any money.

In consideration of the payment by UniFirst, less deductions required by law, which I agree is acceptable, and also in consideration of the Conciliation Agreement between UniFirst and the Office of Federal Contract Compliance Programs (“OFCCP”), I \_\_\_\_\_ agree to the following:

- I. I hereby waive, release and forever discharge UniFirst, its predecessors, successors, related entities, parents, subsidiaries, affiliates and organizations, and its and their shareholders, directors, officers, employees, agents, successors, and assigns, of and from any and all actions, causes of action, damages, liabilities, and claims arising out of or actionable under Executive Order 11246, as amended, which I or my representatives (heirs, executors, administrators, or assigns) have or may have which relate in any way to my assignment as a Feeder-Folder on the basis of my gender at any time prior to the date of my signature on this Release.
- II. I understand that if I am concerned about how the process described in this Release applies to me, I may contact the OFCCP for assistance:

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

Compliance Officer

3800 Arco Corporate Drive, Suite 465

Charlotte, NC 28273

(7)(C), (7)(E)@dol.gov

- III. I understand that UniFirst denies that it treated me unlawfully or unfairly in any way and that UniFirst entered into a settlement with OFCCP in the spirit of cooperation and to bring closure to the Compliance Review initiated by OFCCP in January 16, 2015. I

further agree that the payment of the above sum by UniFirst to me is not to be construed as an admission of any liability by UniFirst.

- IV. I declare that I have carefully read this Release and that I have had a full opportunity to consider and understand its terms and to consult with my advisors. I further declare that I have decided of my own free will to sign this Release.
- V. I understand that if I do not sign and return this Release and Claim Form to UniFirst within 30 calendar days of receipt, I will not receive any of the financial or other relief provided in the Conciliation Agreement.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Be sure to attach this form to the "Claim" form included in this notice and return all documents together by the deadline)