

Conciliation Agreement  
Between the  
U.S. Department of Labor Office of Federal Contract Compliance Programs  
and  
Becton Dickinson & Company 1507  
Sparks and Hunt Valley, Maryland

**I. Preliminary Statement**

The Office of Federal Contract Compliance Programs (OFCCP) evaluated the Becton Dickinson & Company 1507 (Becton Dickinson) establishments located at 7, 26, 39, 52/54 Loveton Circle, Sparks, Maryland 21152 and at 250 Schilling Circle, Hunt Valley, Maryland 21031, beginning on June 25, 2018. OFCCP found that Becton Dickinson failed to comply with Executive Order 11246, as amended (E.O. 11246 or the Executive Order), 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 respective implementing regulations at 41 CFR Parts 60-1, -2, 300, and -741.

While Becton Dickinson does not agree with OFCCP's findings, in the interest of resolving the violations without engaging in further legal proceedings and in exchange for sufficient and valuable consideration described in this document, OFCCP and Becton Dickinson enter into this Conciliation Agreement (Agreement) and its attachments, and the parties agree to all the terms therein.

The attachments to this Agreement are deemed incorporated into this Agreement.

**II. General Terms and Conditions**

1. In exchange for Becton Dickinson's fulfillment of all its obligations in this Agreement, OFCCP will not institute administrative or judicial enforcement proceedings under E.O. 11246, Section 503, and/or VEVRAA. However, OFCCP retains the right to initiate legal proceedings to enforce this Agreement if Becton Dickinson violates any provision of this Agreement, as set forth in Paragraph 11, below. Nothing in this Agreement precludes OFCCP from initiating enforcement proceedings based on future compliance evaluations or complaint investigations.
2. OFCCP may review Becton Dickinson's compliance with this Agreement. As part of this review, OFCCP may require written reports, inspect the premises, interview witnesses, and examine and copy documents. Becton Dickinson will permit access to its premises during normal business hours for these purposes and will provide OFCCP with all hard copy or electronic reports and documents it requests, including those specified in this Agreement.
3. Nothing in this Agreement relieves Becton Dickinson of its obligation to fully comply with the requirements of E.O. 11246, Section 503, VEVRAA, their implementing regulations, or other applicable laws requiring nondiscrimination or equal employment opportunity through affirmative action.

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4. Becton Dickinson and OFCCP agree that any release of claims required by this Agreement will only pertain to claims under E.O. 11246, Section 503, and/or VEVRAA.
5. Becton Dickinson agrees that it will not retaliate against any potential or actual beneficiary of this Agreement or against any person who files a complaint, who has provided information or assistance, or who participates in any manner in any proceeding in this matter.
6. The parties understand the terms of this Agreement and enter into it voluntarily.
7. This Agreement, including its attachments, constitutes the entire Agreement and represents the complete and final understanding of the parties. This Agreement contains all of the terms binding the parties and it supersedes all prior written and oral negotiations and agreements. Any modifications or amendments to this Agreement must be agreed upon in writing and signed by all parties. If an administrative error is found, OFCCP will work in good faith with all parties to make the corrections.
8. This Agreement becomes effective on the day it is signed by the Regional Director (Effective Date).
9. If one or more provisions of this Agreement is deemed unlawful or unenforceable, the remaining provisions will remain in full force and effect.
10. This Agreement will expire sixty (60) days after Becton Dickinson submits its final progress report required in Section VIII, below, unless OFCCP notifies Becton Dickinson in writing before the expiration date that Becton Dickinson has failed to fulfill all of its obligations under the Agreement. In this instance, the Agreement is automatically extended until the date that OFCCP determines that Becton Dickinson has met all of its obligations under the Agreement.
11. If Becton Dickinson violates this Agreement:
  - a. The procedures at 41 C.F.R. 60-1.34, 41 C.F.R. 60-300. 63 (2014), and/or 41 C.F.R. 60-741.63 (2014) will govern:
    - i. OFCCP will send Becton Dickinson a written notice stating the alleged violations and summarizing any supporting evidence.
    - ii. Becton Dickinson shall have fifteen (15) days from receipt of the notice to respond, except in those cases in which such a delay would result in irreparable injury to the employment rights of affected employees or applicants.
    - iii. If Becton Dickinson 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.

- iv. In the event of a breach of this Agreement by Becton Dickinson, OFCCP may elect to proceed to a hearing on the entire case and seek full make-whole relief, and not be limited to the terms agreed to in the Agreement.
  - b. Becton Dickinson may be subject to the sanctions set forth in Section 209 of the Executive Order, 41 C.F.R. 60-1.27, 41 C.F.R. 60-741.66 (2014), or 41 C.F.R. 60-300.66 (2014), and/or other appropriate relief for violating this Agreement.
12. Becton Dickinson denies any violation of the Executive Order, Section 503 or VEVRAA, and there has not been an adjudication on the merits regarding any such violation.
13. OFCCP may seek enforcement of this Agreement itself and is not required to present proof of any underlying violations resolved by this Agreement.
14. The parties understand and agree that nothing in this Agreement is binding on other governmental departments or agencies other than the United States Department of Labor.
15. Each party shall bear its own fees and expenses with respect to this matter.
16. This Agreement is limited to the facts of this case. Neither this Agreement, nor any part of the negotiations that occurred in connection with this Agreement, shall constitute admissible 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 specific Agreement.
17. All references to “days” in this Agreement, and in the Timeline included as Attachment B, are calendar days. If any deadline for an obligation scheduled to be performed under this Agreement falls on a weekend or a Federal holiday, that deadline will be extended to the next business day.

### **III. Discrimination Violation**

1. **VIOLATION:** OFCCP found that Becton Dickinson is not in compliance with the nondiscrimination requirements of the equal opportunity clause of E.O. 11246 Section 202 and 41 CFR 60-1.4(a)(1). Specifically, as of January 1, 2018, OFCCP alleges Becton Dickinson discriminated against black female employees in Hourly Manufacturing & Operations Job Family Group positions in their base salaries by paying them less than similarly situated employees.

### **IV. Financial Remedy**

1. **Settlement Fund**
  - a. **Settlement Fund.** The settlement fund is a negotiated amount that represents estimated back pay and interest. Becton Dickinson’s share of taxes on the portion

representing back pay (such as federal, state and/or local taxes and Federal Income Contributions Act (FICA)) is not part of the Settlement Fund.

- b. **Specific Settlement Fund Amounts.** The total Settlement Fund amount includes \$89,678.16 in back pay and \$10,322.00 in interest to resolve the specific violation set forth above.

## 2. Allocation

- a. **Total Amount to be Allocated.** The back pay and interest amounts of the Settlement Fund, will be distributed among the eligible applicants or employees as explained in this Section. Individual shares will include appropriate deductions for each individual's share of payroll deductions required by law on the portion representing back pay only, such as federal (FICA/Federal Unemployment Tax Act (FUTA)), state or local insurance premiums or taxes.
- b. **Affected Employees Eligible to Receive Payments.** The Settlement Fund will be distributed to all Affected Employees (identified in Attachment A) who timely respond to the Notice Process as explained below, and whose eligibility is verified (hereinafter, Eligible Employees). These individuals will be listed on the Final List of Eligible Employees (Final List). The process of determining the Final List is explained below under Notice Process. OFCCP will determine the final amount for each Eligible Employee based on the formula or other terms provided in this Agreement.
- c. **Individual Payment Amounts.** Becton Dickinson will make individual payments to the Eligible Employees in the amounts specified in Attachment A.
- d. **Payments to Eligible Employees.** OFCCP will provide Becton Dickinson a list of the payment amount for each Eligible Employee on the Final List by the date set forth on the Timeline. Becton Dickinson will issue checks or make electronic payments to each Eligible Employee in the stated amount, along with appropriate tax reporting forms (such as W-2 and Internal Revenue Service (IRS) Form 1099) by the date set forth on the Timeline. OFCCP will receive timely documentation of all payments made and any payments returned undelivered or any checks not cashed, as set forth on the Timeline. Any check that remains uncashed 180 days after the initial date the check was mailed to the Eligible Employee will be void.
- e. **Tax Payments, Forms and Reporting.** Becton Dickinson will pay Becton Dickinson's share of social security withholdings, and any other tax payments required by law from additional funds separate from the Settlement Fund. Becton Dickinson shall mail to each Eligible Employee an IRS Form W-2 for that portion of the payment representing back pay and an IRS Form 1099 for that portion of the payment representing interest. These IRS forms will be provided to the Eligible Employees either at the time of payment, electronically or with the settlement checks,

or at the end of the year. No Eligible Employee will be required to complete a W-4 or W-9 in order to receive payments under this settlement.

### 3. Notice Process

- a. **OFCCP and Contractor Obligations under the Notice Process.** The Notice Process set forth in this agreement is intended to provide Affected Employees a meaningful opportunity to understand their rights and obligations and act on them in a timely manner. This includes providing notice in multiple relevant languages to the affected workers and through multiple channels if appropriate and providing technical assistance to Affected Employees seeking information about their rights and obligations under this Agreement. As specified in the Timeline and as otherwise necessary to fulfill this Agreement, Becton Dickinson and OFCCP will regularly meet and confer in person, by phone and/or by email on the notice process to determine how best to carry out the Notice provisions of this Agreement, and to decide whether any activity, deadline or document should be modified. OFCCP and Becton Dickinson agree not to unreasonably withhold consent to reasonable modifications proposed by either party.
- b. **Notice Documents.** Becton Dickinson will distribute Notice Documents to Affected Employees identified in Attachment A consistent with the sample Notice Documents contained in Attachment C. The Notice Documents will include a Notice and Release of Claims. The Notice Documents may also include other materials such as standard OFCCP or U.S. Department of Labor materials, instructions or a cover sheet, job applications, or other information that better enables Affected Employees to understand their rights and obligations and act on them in a timely manner. The Notice Documents will make clear the information about the settlement is being provided by or on behalf of the U.S. Department of Labor. As specified in the Timeline and as otherwise necessary to fulfill this Agreement, the parties will meet and confer on any reasonable modifications of the sample Notice Documents or additions to the materials distributed by Becton Dickinson, if proposed by either party.
- c. **Timeline.** Attachment B sets forth the agreed Timeline for Notice and for the parties' other obligations under this Agreement. The parties will meet and confer on any reasonable modifications to the Timeline proposed by either party.
- d. **Search for Affected Employees.** OFCCP shall provide Becton Dickinson with complete contact information in its possession or its authority to obtain on the Affected Employees by the date set forth in the Timeline.
- e. **Distribution of Mail Notice to Affected Employees.** Becton Dickinson will provide initial notice by regular first-class mail. Becton Dickinson will send copies of all of the Notice Documents as defined above, including a postage-paid return envelope, by first class mail to the best available mailing address for each Affected Employee, by the date set forth in the Timeline. If envelopes from the initial mail notice are

returned with forwarding addresses, Becton Dickinson will re-mail the Notice Documents within ten (10) days of receipt of the forwarding address.

Based on the response to the initial mail notice, the parties will meet and confer by the date set forth in the Timeline to assess the results of the initial mail notice and to ensure that the second round of mail notice maximizes the potential response rate. A second mail notice will be sent to Affected Employees with valid addresses who fail to respond to the first mail notice unless the parties agree otherwise.

- f. **Distribution of Notice by Other Means.** Becton Dickinson shall work with the OFCCP to develop a recommended plan for Notice by other means in addition to first class mail, including, as appropriate, use of email and telephone contact. These other means will be designed to maximize the ability of Affected Employees to understand their rights and obligations under this Agreement and act upon them. OFCCP will also conduct independent efforts to communicate with Affected Employees about this Agreement through official U.S. Department of Labor channels and in partnership with community-based organizations.
- g. **Notice Deadline.** The final deadline for any Affected Employee to respond to the notice is set forth in the Timeline. The parties will prominently display this deadline on all materials they distribute in paper or online form regarding this Agreement, and explain that failure to respond by this deadline will result in a forfeiture of any relief provided by this Agreement.
- h. **Technical Assistance.** The parties will timely respond to any inquiries from Affected Employees using information consistent with this Agreement and the Notice Documents and will document all inquiries and the result. OFCCP will provide contact information for individuals to contact OFCCP regarding this Agreement. The parties will prominently display this contact information on all materials they distribute in paper or online form regarding this Agreement. Becton Dickinson will provide OFCCP contact information to any Affected Employee with questions or concerns.
- i. **Exchange of Information Regarding Affected Employees.** Becton Dickinson and OFCCP will timely exchange information regarding Affected Employees, including updated contact information and the results of any technical assistance provided.
- j. **Final List of Eligible Employees.** The Final List will include all Affected Employees who timely respond to the Notice by the deadline set forth in the Timeline and whose eligibility is verified by OFCCP. The parties will establish the Final List by the date set forth in the Timeline. The parties will meet and confer on any outstanding issues or questions regarding the Final List. Either party may identify potentially eligible Employees who may have been erroneously excluded from the original or any subsequent list. OFCCP shall make the final determinations of eligibility but will make every effort to negotiate in good faith to resolve any dispute

about the Final List. Becton Dickinson will provide to OFCCP any information necessary to determine the Final List.

- k. **Documentation of Payments.** By the deadline set forth in the Timeline, Becton Dickinson will provide OFCCP with copies of cancelled checks or electronic documentation of all payments to Eligible Employees, including the amounts paid, the date payment was sent, the date payment was received or the check cashed, and any uncashed or returned checks.
- l. **Contractor's Expenses.** Becton Dickinson will pay all expenses associated with carrying out its duties pursuant to this Section, from funds separate and apart from the amount designated in this Agreement for the Settlement.

## V. Additional Individual Relief

### 1. Initial Analysis and Potential Pay Adjustments, if Needed

No later than October 15, 2020, Becton Dickinson will conduct a regression analysis of compensation using the methodology described in Attachment D for all Hourly Manufacturing & Operations employees at its Sparks, Maryland establishment using payroll data that is current as of August 2020. If the analysis results in a statistically significant disparity (t-statistic) of -1.96 or lower, adverse to any protected group, Becton Dickinson agrees to increase the salaries of that group to bring them to parity using the formula set forth in Attachment D within 30 days after conducting the analysis.

## VI. Modifications to Employment Practices and Other Non-Monetary Relief

### 1. Company Policy And Procedure

- a. Evaluation: Becton Dickinson will evaluate whether starting salaries are equitable, regardless of race or gender, and, if not, will explain why the starting pay rates are different. Becton Dickinson will make salary increase decisions, promotion decisions, and job assignments in accordance with principles of equal opportunity. If these decision have an adverse impact on individuals of a specific race or sex, Becton Dickinson must validate the selection procedure or practice causing the adverse impact in accordance with the guidelines set forth in 41 CFR Part 60-3, or use selection procedures and practices that will eliminate the adverse impact. See 41 CFR 60-3.3 and 3.6
- b. Eliminate Discriminatory Compensation Practices. Becton Dickinson agrees to immediately eliminate compensation practices that negatively affect the compensation of Black female Hourly Manufacturing & Operations Job Family Group employees and, if statistically significant differences impacting females or Black employees in Hourly Manufacturing & Operations Job Family Group roles are identified, consider alternative practices.

- c. Self-monitoring/Auditing. Becton Dickinson will identify an individual responsible for monitoring the base salaries of Hourly Manufacturing & Operations Job Family Group employees. Becton Dickinson will monitor base salary for any indication of disparities based on race and/or gender and will investigate and remedy any such inequity that may be established.

## 2. **Training**

Within 180 calendar days of the Effective Date of this Agreement, Becton Dickinson will conduct training for all personnel involved in determining the base salaries for Hourly Manufacturing & Operations Job Family Group employees on Becton Dickinson's commitment to equal employment opportunity and on the policies and practices related to compensation.

## **VII. Technical Violations and Remedies**

1. **VIOLATION:** Becton Dickinson failed to submit an acceptable job group analysis as described in § 60-2.12. Specifically, when OFCCP began investigating compensation, Becton Dickinson submitted revisions to the data that showed employees had not been assigned to the correct AAP job group and/or EEO-1 category.

**REMEDY:** Becton Dickinson will develop and include in the AAP a job group analysis that combines job titles at the establishment with similar content, opportunities, and wage rates, as required by 41 CFR 60-2.10(b)(1)(ii) and 60-2.12.

## **VIII. OFCCP Monitoring Period**

1. **Recordkeeping.** Becton Dickinson agrees to retain all records relevant to the violations cited in Sections III and VII above and the reports submitted in compliance with Paragraph 2, below. These records include underlying data and information such as Human Resources Information System (HRIS) and payroll data, job applications and personnel records, and any other records or data used to generate the required reports. Becton Dickinson will retain the records until this Agreement expires or for the time period consistent with regulatory requirements, whichever is later.
2. **Contractor Reports.**

**Schedule and Instructions.** Becton Dickinson agrees to furnish OFCCP with the following reports during the Monitoring Period according to the following schedule:

- A. **Progress Report 1:** The first progress report will be due on October 15, 2020 and will include the results of the regression analysis as outlined in Section V.
- B. **Progress Report 2:** The time period for the second report based on a snapshot as of January 1, 2021, and the report due date will be February 28,

2021. This report will include the results of the regression analysis in Section VI(1) and update on status of Notice Process and Back Pay Documentation.

- C. **Progress Report 3:** The third report will be due on May 31, 2021 and will include report on Section VI(2) and update on status of Notice Process and Back Pay Documentation.

Becton Dickinson will submit reports to Assistant District Director Tanya R. Bennett at 2 Hopkins Plaza, Suite 600, Baltimore, MD 21201 and (b) (6), (b) (7)(C) [dol.gov](https://www.dol.gov). Becton Dickinson and OFCCP have a common interest in the information being provided in the reports pursuant to this Agreement. To the extent any of the reports Becton Dickinson provides in accordance with this agreement are customarily kept private or closely-held, and Becton Dickinson believes should remain confidential under Exemption 4 of FOIA in the event of a FOIA request, Becton Dickinson will provide such reports to OFCCP marked as “Confidential.” In the event of a FOIA request, OFCCP will treat any such documents received as confidential documents.

The progress reports must include:

- a. **Notice Process and Back Pay Documentation.** Becton Dickinson will submit documentation of the Notice process and the monetary payments to class members, including copies of the Notices sent to class members; copies of the Information Verification and Release of Claims forms returned by class members; and evidence of the back pay amounts paid to them. If the monetary payment is made by check, the documentation may include a copy of the cancelled check and the date the check cleared the bank, or other similar documentation. If the monetary payment is made by direct deposit, the documentation may include a copy of the pay stub and the deposit record generated by the bank, or other similar documentation. In the event of a second distribution, Becton Dickinson will provide similar documentation on the second distribution. These reports will be filed with Progress Reports 2 and 3.
- b. The results of Becton Dickinson’s Pay Equity Evaluations for Hourly Manufacturing & Operations Job Family Group employees in its establishment. If a disparity is identified, Becton Dickinson will also submit documentation of any corrective action taken. This will be filed with Progress Reports 1 and 2.
- c. Documentation describing all salary adjustments required by Part IV and V of the Agreement, if any are needed. The documentation must include the amount of each adjustment, the date each adjustment will be/was made, and the ethnicity and gender of each individual receiving an adjustment. This will be filed with Progress Reports 1 and 2.
- d. Copies of Becton Dickinson’s compensation analyses and any indication of statistically significant disparities based on race/ethnicity or sex that are/will be

- investigated and remedied. This will include the analytical results along with the database used in the analysis. This will be filed with Progress Reports 1 and 2.
- e. Copies of any new or revised policies, procedures, and/or programs developed and implemented as a result of this Agreement. This will be filed with Progress Reports 2 and 3.
  - f. **Affirmative Action Programs.** Becton Dickinson will submit the narratives and job group analyses for its current year AAPs for E.O. 11246 with Progress Report 3.
  - g. **Reports on Modifications to Personnel Practices.** In each Progress Report Becton Dickinson will report on any modifications of personnel and compensation practices made to date pursuant to the Agreement and provide documentation of its compliance with the remedy provisions of this Agreement. If any of the relevant documents such as job postings or policies have not been modified since being provided during a prior reporting period, a statement to that effect is sufficient.
  - h. **Training.** Becton Dickinson will submit documentation of the training it provides to personnel responsible for determining compensation for Hourly Manufacturing & Operations Job Family Group employees in Progress Report 3.
3. **Close of Monitoring Period and Termination of Agreement.** This Agreement shall remain in effect until the monitoring period is completed. The monitoring period will close once OFCCP accepts Becton Dickinson's final progress report as set forth in Part II, Paragraph 10 above. If OFCCP fails to notify Becton Dickinson in writing within sixty (60) days of the date of the final progress report that Becton Dickinson has not fulfilled all of its obligations under the Agreement, OFCCP will be deemed to have accepted the final report and the Monitoring Period and this Agreement will terminate. If OFCCP notifies Becton Dickinson within the allotted time that it has not fulfilled all of its obligations, this Agreement is automatically extended until the date that OFCCP determines Becton Dickinson has met all of its obligations under the Agreement.

**IX. SIGNATURES**

The person signing this Agreement on behalf of Becton Dickinson personally warrants that he or she is fully authorized to do so, that Becton Dickinson has entered into this Agreement voluntarily and with full knowledge of its effect, and that execution of this Agreement is fully binding on Becton Dickinson.

This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and Becton Dickinson 1507, 7 Loveton Circle, Sparks, Maryland 21152.

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

\_\_\_\_\_  
DAVE HICKEY  
President, Integrated Diagnostic Solutions  
Becton Dickinson

9/29/2020  
DATE: \_\_\_\_\_

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

\_\_\_\_\_  
MICHELE HODGE  
Regional Director  
OFCCP Mid-Atlantic Region

9/29/2020  
DATE: \_\_\_\_\_

Attachments:

- A. List of Affected Employees
- B. Timeline
- C. Notice Documents
- D. Pay Adjustment Formula

**ATTACHMENT A**  
**List of Affected Employees**

	<b>EE No.</b>	<b>Backpay</b>	<b>Interest</b>	<b>Total BP + I</b>
1	(b) (6), (b) (7)(C)	\$862.29	\$99.26	\$961.54
2		\$862.29	\$99.25	\$961.54
3		\$862.29	\$99.25	\$961.54
4		\$862.29	\$99.25	\$961.54
5		\$862.29	\$99.25	\$961.54
6		\$862.29	\$99.25	\$961.54
7		\$862.29	\$99.25	\$961.54
8		\$862.29	\$99.25	\$961.54
9		\$862.29	\$99.25	\$961.54
10		\$862.29	\$99.25	\$961.54
11		\$862.29	\$99.25	\$961.54
12		\$862.29	\$99.25	\$961.54
13		\$862.29	\$99.25	\$961.54
14		\$862.29	\$99.25	\$961.54
15		\$862.29	\$99.25	\$961.54
16		\$862.29	\$99.25	\$961.54
17		\$862.29	\$99.25	\$961.54
18		\$862.29	\$99.25	\$961.54
19		\$862.29	\$99.25	\$961.54
20		\$862.29	\$99.25	\$961.54
21		\$862.29	\$99.25	\$961.54
22		\$862.29	\$99.25	\$961.54
23		\$862.29	\$99.25	\$961.54
24		\$862.29	\$99.25	\$961.54
25		\$862.29	\$99.25	\$961.54
26		\$862.29	\$99.25	\$961.54
27		\$862.29	\$99.25	\$961.54
28		\$862.29	\$99.25	\$961.54
29		\$862.29	\$99.25	\$961.54
30		\$862.29	\$99.25	\$961.54
31		\$862.29	\$99.25	\$961.54
32		\$862.29	\$99.25	\$961.54
33		\$862.29	\$99.25	\$961.54
34		\$862.29	\$99.25	\$961.54
35		\$862.29	\$99.25	\$961.54
36		\$862.29	\$99.25	\$961.54
37		\$862.29	\$99.25	\$961.54

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38	(b) (6), (b) (7)(C)	\$862.29	\$99.25	\$961.54
39		\$862.29	\$99.25	\$961.54
40		\$862.29	\$99.25	\$961.54
41		\$862.29	\$99.25	\$961.54
42		\$862.29	\$99.25	\$961.54
43		\$862.29	\$99.25	\$961.54
44		\$862.29	\$99.25	\$961.54
45		\$862.29	\$99.25	\$961.54
46		\$862.29	\$99.25	\$961.54
47		\$862.29	\$99.25	\$961.54
48		\$862.29	\$99.25	\$961.54
49		\$862.29	\$99.25	\$961.54
50		\$862.29	\$99.25	\$961.54
51		\$862.29	\$99.25	\$961.54
52		\$862.29	\$99.25	\$961.54
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55		\$862.29	\$99.25	\$961.54
56		\$862.29	\$99.25	\$961.54
57		\$862.29	\$99.25	\$961.54
58		\$862.29	\$99.25	\$961.54
59		\$862.29	\$99.25	\$961.54
60		\$862.29	\$99.25	\$961.54
61		\$862.29	\$99.25	\$961.54
62		\$862.29	\$99.25	\$961.54
63		\$862.29	\$99.25	\$961.54
64		\$862.29	\$99.25	\$961.54
65		\$862.29	\$99.25	\$961.54
66		\$862.29	\$99.25	\$961.54
67		\$862.29	\$99.25	\$961.54
68		\$862.29	\$99.25	\$961.54
69		\$862.29	\$99.25	\$961.54
70		\$862.29	\$99.25	\$961.54
71		\$862.29	\$99.25	\$961.54
72		\$862.29	\$99.25	\$961.54
73		\$862.29	\$99.25	\$961.54
74		\$862.29	\$99.25	\$961.54
75		\$862.29	\$99.25	\$961.54
76		\$862.29	\$99.25	\$961.54
77		\$862.29	\$99.25	\$961.54
78		\$862.29	\$99.25	\$961.54
79		\$862.29	\$99.25	\$961.54

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80	(b) (6), (b) (7)(C)	\$862.29	\$99.25	\$961.54
81		\$862.29	\$99.25	\$961.54
82		\$862.29	\$99.25	\$961.54
83		\$862.29	\$99.25	\$961.54
84		\$862.29	\$99.25	\$961.54
85		\$862.29	\$99.25	\$961.54
86		\$862.29	\$99.25	\$961.54
87		\$862.29	\$99.25	\$961.54
88		\$862.29	\$99.25	\$961.54
89		\$862.29	\$99.25	\$961.54
90		\$862.29	\$99.25	\$961.54
91		\$862.29	\$99.25	\$961.54
92		\$862.29	\$99.25	\$961.54
93		\$862.29	\$99.25	\$961.54
94		\$862.29	\$99.25	\$961.54
95		\$862.29	\$99.25	\$961.54
96		\$862.29	\$99.25	\$961.54
97		\$862.29	\$99.25	\$961.54
98		\$862.29	\$99.25	\$961.54
99		\$862.29	\$99.25	\$961.54
100		\$862.29	\$99.25	\$961.54
101		\$862.29	\$99.25	\$961.54
102		\$862.29	\$99.25	\$961.54
103		\$862.29	\$99.25	\$961.54
104		\$862.29	\$99.25	\$961.54
	Total	\$89,678.16	\$10,322.00	\$100,000.16

**ATTACHMENT B**  
**Timeline**

<b>ACTIVITY</b>	<b>DATE</b>
Becton Dickinson submits Progress Report 1, reporting on Section V	10/15/2020
Becton Dickinson mails Notice Documents (First Mailing)	11/10/2020
Deadline for Affected Employees to reply to First Notice	12/14/2020
Becton Dickinson and OFCCP meet to discuss results of initial mail notice	By 12/24/2020
OFCCP provides updated contact information to Becton Dickinson	1/3/2021
Becton Dickinson mails Notice Documents (Second Mailing)	1/13/2021
Deadline for Affected Employees to reply to Second Notice	2/12/2021
Becton Dickinson provides list of its determination of Eligible Employees	2/28/2021
Becton Dickinson submits Progress Report 2	2/28/2021
OFCCP reviews and approves Final List and distribution amounts	3/14/2021
Becton Dickinson mails back pay checks	3/29/2021
Becton Dickinson notifies OFCCP of any checks returned as undeliverable	4/13/2021
OFCCP provides updated addresses	4/23/2021
Becton Dickinson mails back pay checks to new addresses	5/3/2021
Becton Dickinson submits Progress Report 3	5/31/2021

**ATTACHMENT C-1**

**NOTICE TO AFFECTED CLASS**

Dear *[name]*:

Becton Dickinson & Company 1507 (Becton Dickinson) and the Department of Labor's Office of Federal Contract Compliance Programs (OFCCP) have entered into a Conciliation Agreement (Agreement) to remedy the alleged violations of Executive Order 11246 (E.O. 11246), Section 503 of the Rehabilitation Act (Section 503), and/or Vietnam Veterans' Readjustment Assistance Act (VEVRAA) that OFCCP found during a compliance review of Becton Dickinson's Sparks, Maryland facility. OFCCP alleges that between January 1, 2018 - December 31, 2018, Becton Dickinson paid Black females in Hourly Manufacturing & Operations Job Family Groups positions less per year than other employees with the same job at the same location. Becton Dickinson denies any violation of E.O. 11246, Section 503, and/or VEVRAA, and there has not been any adjudicated finding that Becton Dickinson violated any laws. OFCCP and Becton Dickinson entered into the Agreement to resolve the matter without resorting to further legal proceedings.

You have been identified as one of the individuals who worked as an Hourly Manufacturing & Operations Job Family Group. Under the Agreement, you may be eligible to receive a payment of at least \$862.29 in backpay and \$99.25 in interest (less deductions required by law). Under the terms of the Agreement, it may take up to seven months from the date of this letter before you receive your payment. In order to be eligible for a payment, you must complete, sign, and return the enclosed Release of Claims Form. This form should be mailed as soon as possible to the address below. **In order for you to be eligible to participate in the settlement, your documents must be received by *[insert date by which class members must respond]*.**

*[Name]*  
*[Position]*  
*[Contractor]*  
*[Address]*

You may use the enclosed postage-paid return envelope to return the completed and signed Release of Claims Form.

If you have any questions you may call *[name]* at Becton Dickinson at *[phone number]*, or OFCCP Compliance Officer **(b) 6, (b)(7)(E)** at (410) 962-**(b)(6), (b)(7)(C)**. Your call will be returned as soon as possible.

**IF YOU FAIL TO COMPLETE AND RETURN THE ENCLOSED DOCUMENT TO BECTON DICKINSON BY *[insert date by which class members must respond]*, YOU WILL NOT BE ELIGIBLE TO RECEIVE A PAYMENT.**

BECTON DICKINSON & COMPANY 1507  
Conciliation Agreement

Sincerely,

*[Name]*

Enclosures:

Information Verification Form  
Release of Claims Form

**ATTACHMENT C-2**

**RELEASE OF CLAIMS UNDER EXECUTIVE ORDER 11246, AS AMENDED**

*PLEASE CAREFULLY READ THE ENCLOSED NOTICE BEFORE COMPLETING THIS RELEASE. YOU MUST RETURN A SIGNED RELEASE TO RECEIVE MONEY FROM THE SETTLEMENT.*

This Release of Claims (Release) under Executive Order 11246, as amended, is a legal document. The document states that in return for Becton Dickinson & Company 1507 and any of its subsidiaries or successors (“Becton Dickinson”) paying you money, you agree that you will not file any lawsuit against Becton Dickinson for allegedly violating Executive Order 11246, as amended, in its compensation on the basis of race or gender in Hourly Manufacturing & Operations Job Family Groups positions. It also says that Becton Dickinson does not admit it violated any laws. This Release says you had sufficient time to look at the document, to talk with others about the document, including an attorney if you choose, and that no one pressured you into signing the document. Finally, it says that if you do not sign and return the document by a certain date, you will not receive any money.

In consideration of payment by Becton Dickinson to me, which I agree is acceptable, I agree to the following:

**I.**

I hereby waive, release and forever discharge Becton Dickinson, 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 to my compensation as an Hourly Manufacturing & Operations Job Family Group on the basis of my race or gender at any time prior to the date of my signature on this Release. By signing this agreement, I agree that I have been made whole for any claim that could have been brought under Executive Order 11246, as amended, relating to my compensation with Becton Dickinson through the Effective Date of this Release.

**II.**

I understand that Becton Dickinson denies that it treated me unlawfully or unfairly in any way and that Becton Dickinson entered into a Conciliation Agreement with the U.S. Department of Labor, Office of Federal Contract Compliance Programs (OFCCP) and agreed to make the payment described above to resolve alleged disparities in compensation and to resolve the matter without further legal proceedings in the compliance review initiated by OFCCP on June 25,

2018. I further agree that the payment of the aforesaid sum by Becton Dickinson to me is not to be construed as an admission of any liability by Becton Dickinson.

**III.**

I declare that I have read this Release and that I have had a full opportunity to consider and understand its terms and to consult with my advisors and seek legal advice. I further declare that I have decided of my own free will to sign this Release.

**IV.**

I understand that if I do not sign this Release and return it to the contact listed on the enclosed Notice to Affected Class Members, by the deadline listed on the Notice, I will not be entitled to receive any payment (less deductions required by law) from Becton Dickinson.

IN WITNESS WHEREOF, I have signed this document on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

**ATTACHMENT D**  
**Pay Adjustment Formula**

As stated in Part V and the submission of Progress Report 1 and 2, for the purpose of salary adjustments, Becton Dickinson will conduct a regression analysis of all employees in the Hourly (O1-O4) Manufacturing & Operations Job Family Group at its Sparks, Maryland establishments. Employees will be grouped by job family group.

(b) (7)(E)

If the above analysis reveals that sex or race had an effect on pay that is statistically significant to

(b) (7)(E)

<sup>1</sup> (b) (7)(E)