

Conciliation Agreement  
Between the  
U.S. Department of Labor Office of Federal Contract Compliance Programs  
and  
STERIS Corporation  
6100 Heisley Road  
Mentor, Ohio 44060-1838

**I. Preliminary Statement**

The Office of Federal Contract Compliance Programs (OFCCP) evaluated STERIS Corporation's establishment located at 6100 Heisley Road, Mentor, Ohio 44060-1838, beginning on March 8, 2020. OFCCP found that STERIS Corporation failed to comply with Executive Order 11246, as amended (E.O. 11246 or the Executive Order) and its respective implementing regulations at 41 CFR Chapter 60 due to the specific violations cited in Part II below.

OFCCP notified STERIS Corporation of the specific violations and the corrective actions required in a Notice of Violation (NOV) issued on April 6, 2022.

In the interest of resolving the violations without engaging in further legal proceedings and in exchange for sufficient consideration described in this document, OFCCP and STERIS Corporation enter into this Conciliation Agreement (Agreement) and its attachments, and the parties agree to all the terms therein.

**II. General Terms and Conditions**

1. In exchange for STERIS Corporation's fulfillment of all its obligations in this Agreement, OFCCP will not institute administrative or judicial enforcement proceedings under E.O. 11246, based on the violations alleged in the NOV. However, OFCCP retains the right to initiate legal proceedings to enforce this Agreement if STERIS Corporation violates any provision of this Agreement, as set forth in Paragraph 10, below. Nothing in this Agreement precludes OFCCP from initiating enforcement proceedings based on future compliance evaluations or complaint investigations.
2. OFCCP may review STERIS Corporation'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. STERIS Corporation 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 OFCCP requests, including those specified in this Agreement.
3. Nothing in this Agreement relieves STERIS Corporation of its obligation to fully comply with the requirements of E.O. 11246, Section 503, Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended (VEVRAA), their implementing regulations, or other applicable laws requiring nondiscrimination or equal employment opportunity through affirmative action.

4. STERIS Corporation 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
5. The parties understand the terms of this Agreement and enter into it voluntarily.
6. This Agreement 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.
7. This Agreement becomes effective on the day it is signed by the District Director (Effective Date).
8. If one or more provisions of this Agreement is deemed unlawful or unenforceable, the remaining provisions will remain in full force and effect.
9. This Agreement will expire sixty (60) days after STERIS Corporation submits its final progress report required in Section IV, below, unless OFCCP notifies STERIS Corporation in writing before the expiration date that STERIS Corporation 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 STERIS Corporation has met all of its obligations under the Agreement.
10. If STERIS Corporation violates this Agreement:
  - a. The procedures at 41 C.F.R. 60-1.34 will govern:
    - i. OFCCP will send STERIS Corporation a written notice stating the alleged violations and summarizing any supporting evidence.
    - ii. STERIS Corporation 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 STERIS Corporation 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 STERIS Corporation, 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 in the Agreement.

- b. STERIS Corporation may be subject to the sanctions set forth in Section 209 of the Executive Order, 41 C.F.R. 60-1.27 and/or other appropriate relief for violating this Agreement.
- 11. STERIS Corporation neither admits nor denies any violation of the Executive Order, Section 503 or VEVRAA, nor has there been an adjudication on the merits regarding any such violation.
- 12. OFCCP may seek enforcement of this Agreement itself and is not required to present proof of any underlying violations resolved by this Agreement.
- 13. 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.
- 14. Each party shall bear its own fees and expenses with respect to this matter.
- 15. 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.
- 16. All references to “days” in this Agreement 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. Technical Violations and Remedies

- 1. **Violation:** During the review period of January 1, 2019 through December 31, 2019, STERIS Corporation failed to preserve all personnel and employment records made or kept by STERIS Corporation for not less than two years from the date of the making of the record or the personnel action involved, whichever occurs later, as required by 41 CFR 60-1.12(a). Specifically, STERIS Corporation did not retain all interview notes or Purdue Pegboard test records for all applicants for Job Group 7B.

**Remedy:** STERIS Corporation will preserve all personnel or employment records for a period of not less than two years from the date of the making of the record or the personnel action involved, whichever occurs later. Such records include, but are not necessarily limited to, records pertaining to hiring, assignment, promotion, demotion, transfer, lay off or termination, rates of pay or other terms of compensation, and selection for training or apprenticeship, and other records having to do with requests for reasonable accommodation, the results of any physical examination, job advertisements and postings, applications, resumes, and any and all expressions of interest through the Internet or related electronic data technologies as to which STERIS Corporation considered the individual for a particular position, such as on-line resumes or internal resume databases, records identifying job seekers contacted regarding their interest in a

particular position (for purposes of recordkeeping with respect to internal resume databases, STERIS Corporation will maintain a record of each resume added to the database, a record of the date each resume was added to the database, the position for which each search of the database was made, and corresponding to each search, the substantive search criteria used and the date of the search. For purposes of recordkeeping with respect to external resume databases, STERIS Corporation will maintain a record of the position for which each search of the database was made, and corresponding to each search, the substantive search criteria used, the date of the search, and the resumes of job seekers who met the basic qualifications for the particular position who are considered by STERIS Corporation), regardless of whether the individual qualifies as an Internet Applicant under 41 CFFR 60-1.13, tests and test results, and interview notes.

2. **Violation:** During the time period January 1, 2019 to December 31, 2019, STERIS Corporation failed to develop and implement an auditing system that periodically measures the effectiveness of its total affirmative action program, as required by 41 CFR 60-2.19(d). Specifically, STERIS Corporation inaccurately dispositioned applicants for Job Group 7B, which resulted in STERIS Corporation being unable to adequately monitor the impact of the selection process for Job Group 7B.

**Remedy:** STERIS Corporation will develop and implement an auditing system that periodically measures the effectiveness of its total affirmative action program. The actions listed below are key to a successful affirmative action program:

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

#### **IV. OFCCP Monitoring Period**

1. **Recordkeeping.** STERIS Corporation agrees to retain all records relevant to the violations cited in Section III 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. STERIS Corporation will retain the records until this Agreement expires or for the time period consistent with regulatory requirements, whichever is later.

## 2. Contractor Reports.

STERIS Corporation agrees to furnish OFCCP with the following reports during the Monitoring Period. Each report will contain the documentation specified according to the dates scheduled:

- a. Progress Report 1: Due on January 16, 2023, covering the period from the Effective Date of this Agreement through December 31, 2022.

Documentation of the following:

For Violation 1: Evidence of maintenance of all personnel or employment records for a period of not less than two years from the date of the making of the record or the personnel action involved, whichever occurs later.

For Violation 2: Evidence of an internal audit and reporting system, to include monitoring records of all personnel activity; internal reporting on a scheduled basis as to the degree to which equal opportunity and organizational objectives are attained; review of internal reporting with all levels of management; and advisement of top management regarding program effectiveness and recommendations to improve unsatisfactory performance.

- b. Progress Report 2: Due on July 17, 2023, covering the period of January 1, 2023, through June 30, 2023.

Documentation of the following:

1. Evidence of maintenance of all personnel or employment records for a period of not less than two years from the date of the making of the record or the personnel action involved, whichever occurs later.
2. Evidence of an internal audit and reporting system, to include monitoring records of all personnel activity; internal reporting on a scheduled basis as to the degree to which equal opportunity and organizational objectives are attained; review of internal reporting with all levels of management; and advisement of top management regarding program effectiveness and recommendations to improve unsatisfactory performance.

STERIS Corporation will submit reports to (b) (7)(E), (b) (6) Compliance Officer, at (b) (6), (b) (7)(C) [@dol.gov](mailto:(b) (6), (b) (7)(C)@dol.gov). STERIS Corporation 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 STERIS Corporation provides in accordance with this Agreement are customarily kept private or closely-held, and STERIS Corporation believes should remain confidential under Exemption 4 of the Freedom of Information Act (FOIA) in the event of a FOIA request, STERIS Corporation will provide such reports to OFCCP marked as "Confidential". In the event of a FOIA request, OFCCP will promptly notify

STERIS Corporation of the FOIA request and provide STERIS Corporation an opportunity to object to disclosure. OFCCP will withhold disclosure of such reports to the maximum extent allowable by law.

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 STERIS Corporation's final progress report as set forth in Section II, Paragraph 9 above. If OFCCP fails to notify STERIS Corporation in writing within sixty (60) days of the date of the final progress report that STERIS Corporation 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 STERIS Corporation within the allotted time that it has not fulfilled all of its obligations, this Agreement is automatically extended until the date that OFCCP determines STERIS Corporation has met all of its obligations under the Agreement.

## V. SIGNATURES

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

This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and STERIS Corporation, 6100 Heisley Road, Mentor, Ohio 44060-1838.

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

William C. Busby  
Vice President & General Manager  
STERIS Corporation  
Mentor, Ohio

Date: April 14, 2022

Reviewed and approved as to form by the  
STERIS Corporation Legal Department  
CLM 04/14/2022  
Attorney Initials Date

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

Dustin Ward  
Assistant District Director  
Midwest Region  
Columbus Area Office

Date: \_\_\_\_\_

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

Phyllis E. Lipkin  
District Director  
Midwest Region  
Columbus Area Office

Date: \_\_\_\_\_

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

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

Compliance Officer  
Midwest Region  
Columbus Area Office

Date: \_\_\_\_\_