Early Resolution Conciliation Agreement  
Between the  
U.S. Department of Labor Office of Federal Contract Compliance Programs  
And  
Becton, Dickinson and Company  

I. Preliminary Statement  

The Office of Federal Contract Compliance Programs (OFCCP) evaluated the Becton, Dickinson and Company (“BD” or “Contractor”) establishments located in Columbus, Nebraska – West facility R00207773; Columbus, Nebraska – East facility R00301028; and Holdrege, Nebraska R00300970 (“BD Reviewed Establishments”). OFCCP is alleging that Contractor failed to comply with Executive Order 11246, as amended (“E.O. 11246” or “the Executive Order”), and its implementing regulations at Title 41 of the Code of Federal Regulations (“C.F.R.”), Parts 60-1 through 60-3.  

In the interest of resolving the alleged violations without engaging in further legal proceedings and in exchange for sufficient and valuable consideration described in this document, OFCCP and BD (hereinafter the “parties”) 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 Contractor’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 alleged violations described below. However, OFCCP retains the right to initiate legal proceedings to enforce this Agreement if Contractor 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 Contractor’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. Contractor 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 Contractor 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.  

4. Contractor 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. Contractor 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 OFCCP’s Regional Director for the Midwest Region (“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 Contractor submits its final progress report required in Part VIII, below, unless OFCCP notifies Contractor in writing before the expiration date that Contractor 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 Contractor has met all of its obligations under the Agreement.

11. If Contractor violates this Agreement:

   a. The procedures at 41 C.F.R. § 60-1.34 will govern:

      i. OFCCP will send Contractor a written notice stating the alleged violations and summarizing any supporting evidence.

      ii. Contractor 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 Contractor 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 Contractor, 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. Contractor 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.

12. This Agreement does not constitute an admission by Contractor of any violation of or noncompliance with Executive Order 11246, Section 503 or VEVRAA and their implementing regulations at 41 CFR Chapter 60, or other laws, nor has there 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. Preliminary Findings

1. Alleged Sex Discrimination in Hiring, Columbus, Nebraska-West

During the period of June 11, 2016, to June 10, 2018, OFCCP alleges that BD discriminated against female applicants who applied for Needle Assembly Setup Operator and Plastipak Setup Operator positions, in violation of 41 C.F.R § 60-1.4(a)(1). Specifically, OFCCP alleges significant differences in the hiring rates for women when compared to male applicants, resulting in a combined shortfall of six (6) female hires.

2. Alleged Sex Discrimination in Hiring, Columbus, Nebraska- East

During the period of April 15, 2018, to April 14, 2020, OFCCP alleges that BD discriminated against female applicants for Luer Forming Operator positions, in violation
of 41 C.F.R. § 60-1.4(a)(1). Specifically, OFCCP alleges statistically significant differences in the hiring rates for women when compared to male applicants, resulting in a shortfall of seven (7) female hires.

3. Alleged Sex Discrimination in Hiring, Holdrege, Nebraska

During the period of February 7, 2018, to February 6, 2020, OFCCP alleges that BD discriminated against female applicants for Setup Operator positions, in violation of 41 C.F.R. § 60-1.4(a)(1). Specifically, OFCCP found statistically significant differences in the hiring rates for women when compared to male applicants, resulting in a shortfall of three (3) female hires.

IV. Financial Remedy

1. Settlement Fund

The settlement fund is a negotiated amount that represents estimated back pay and accrued interest. Contractor’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.

a. **Settlement Fund Account.** BD agrees to pay a total of $499,349.12 in back pay and interest. This settlement fund is a negotiated amount that represents estimated back pay and accrued interest. BD’s share of contributions/taxes on the portion representing back pay (such as federal, state and/or local statutory 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 $449,684.21 in back pay and $49,664.91 interest to resolve the alleged violations 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 Part. 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, and local taxes.

b. **Affected Applicants Eligible to Receive Payments.** The Settlement Fund will be distributed to all Affected Applicants (identified in Attachment A) who timely respond to the Notice Process as explained below, and whose eligibility is verified (hereinafter, “Eligible Applicants”). These individuals will be listed on the Final List of Eligible Applicants (“Final List”). The settlement amount will be divided equally among the Eligible applicants. All Eligible Applicants are entitled to their
share of the monetary settlement regardless of whether they are currently interested in employment with Contractor.

c. Payments to Eligible Applicants. OFCCP will provide Contractor a list of the payment amount for each Eligible Applicant on the Final List by the date set forth on the Timeline. Contractor will issue checks or make electronic payments to each Eligible Applicant in the stated amount, along with appropriate tax reporting forms (such as Internal Revenue Service (IRS) Form W-2 and 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 Applicant will be void. With respect to any uncashed funds, Contractor will make a second distribution to all Eligible Applicants who cashed their first check. If the uncashed funds do not exceed $40 for each Eligible Applicant, Contractor will use the remaining funds towards staff training on Equal Employment Opportunity (“EEO”) obligations.

d. Tax Payments, Forms and Reporting. Contractor will pay the Contractor’s share of social security withholdings, and any other tax payments required by law, from additional funds separate from the Settlement Fund. Contractor shall mail to each Eligible Applicant 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 Applicants either at the time of payment, electronically or with the settlement checks, or at the end of the year. No Eligible Applicant 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 Applicants a meaningful opportunity to understand their rights and obligations and act on them in a timely manner. This may include providing notice in multiple relevant languages to the affected workers and through multiple channels if appropriate and providing technical assistance to Affected Applicants seeking information about their rights and obligations under this Agreement. As specified in the Timeline and as otherwise necessary to fulfill this Agreement, Contractor and OFCCP will confer in person, by phone, and/or by email on the Notice Process as necessary 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 Contractor agree not to unreasonably withhold consent to reasonable modifications proposed by either party.

b. Notice Documents. Contractor will distribute Notice Documents to Affected Applicants identified in Attachment A consistent with the sample Notice Documents contained in Attachment C (C1-Columbus West, C2- Columbus East, C3- Holdrege). The Notice Documents include a Notice, Release of Claims, and
Employment Interest Verification Forms. 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 Contractor, 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 Applicants.** OFCCP shall provide Contractor with complete contact information in its possession or its authority to obtain on the Affected Applicants by the date set forth in the Timeline.

e. **Distribution of Mail Notice to Affected Applicants.** Contractor will provide initial notice by regular first-class mail. Contractor 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 Applicant, by the date set forth in the Timeline. If envelopes from the initial mail notice are returned with forwarding addresses, Contractor will re-mail the Notice Documents within five (5) 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 Applicants with valid addresses who fail to respond to the first mail notice unless the parties agree otherwise.

f. **Distribution of Notice by Other Means.** Contractor 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, telephone contact and distribution of information on websites. These other means will be designed to maximize the ability of Affected Applicants to understand their rights and obligations under this Agreement and act upon them.

g. **Notice Deadline.** The final deadline for any Affected Applicant 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 Applicants 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 regarding this Agreement. The Contractor will provide OFCCP contact information to any Affected Applicant with questions or concerns.

i. **Exchange of Information Regarding Affected Applicants.** The Contractor and OFCCP will timely exchange information regarding Affected Applicants, including updated contact information and the results of any technical assistance provided.

j. **Final List of Eligible Applicants.** The Final List will include all Affected Applicants 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 Applicants 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. Contractor will provide to OFCCP any information necessary to determine the Final List.

k. **Documentation of Payments.** By the deadline set forth in the Timeline, Contractor will provide OFCCP with copies of checks or electronic documentation of all payments to Eligible Applicants, including the amounts paid, the date payment was sent, the date payment was received or the check cashed, and any uncashed or returned checks. In the event of a second distribution, Contractor will provide a similar documentation on the second distribution.

l. **Contractor’s Expenses.** Contractor will pay all expenses associated with carrying out its duties pursuant to this Part, from funds separate and apart from the amount designated in this Agreement for the Settlement.

V. **Additional Individual Relief**

1. **Job Opportunities.** As vacancies occur in the Columbus West facility for Needle Assembly Set-up Operator and Plastipak Set-up Operator; Columbus East facility for Luer Forming Set-up Operator; and Holdrege facility for Set-up Operator, Contractor shall make bona fide job offers to Eligible Applicants who have expressed interest in employment and are not currently employed in the positions at issue by Contractor, until three (3) females are hired into Needle Assembly Set-up Operators, three (3) Plastipak Set-up Operators, seven (7) Luer Forming Set-up Operators, and three (3) Set-up Operators (hereinafter “Relevant Positions”) are hired or the list of Eligible Applicants is exhausted, whichever comes first. Prior to execution of this Agreement, BD provided evidence that four (4) females were hired into Plastipak Set-up and Needle Assembly Set-up equivalent positions and one (1) female was hired into a Set-up equivalent position.
As a result of these hires, the hiring obligation for the Plastipak and Needle Assembly Set-up operators is reduced to one (1) for each of those positions. The hiring obligation for Set-up operator is also reduced to one (1) Operator/Tech. Until that time, these Eligible Applicants will have priority over all other external candidates for hire in the Relevant Positions. As external vacancies occur in the establishments and Relevant Positions listed above, Contractor shall contact the Eligible Applicants with a written job offer in the order in which they express interest in employment by submitting an application via the link provided by BD. Eligible Applicants who receive a conditional offer must successfully pass a background check and drug screen and must accept the conditions of the job according to the job posting and description.

The report-to-work date for Eligible Applicants hired pursuant to this Agreement shall be no later than fourteen (14) days after the Eligible Applicant successfully passes the background check and drug screen. The Eligible Applicant must report to work on the day designated or provide Contractor notice of good cause for their absence on or before that date. If good cause is provided, the Eligible Applicant must report to work within five (5) days of the original designated start date. Otherwise, Contractor may withdraw the job offer and shall be under no obligation to hire the Eligible Applicant under this Agreement, but remains obligated to hire until the shortfalls noted in Part III for each respective facility are filled or the list of Eligible Applicants is exhausted, whichever comes first.

Contractor agrees to pay Eligible Applicants hired under this provision at least the current entry-level wage based on applicants’ qualifications for the Relevant Positions, and provide all regular and on-the-job training currently provided to employees in those positions.

2. **Reporting.** Contractor will document the job offers and hires, including job offers made, reasons for rejection, and Eligible Applicants hired and terminated during the monitoring period as set forth in Part VIII, OFCCP Monitoring Period, below.

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

1. **Compliance.** BD shall ensure all applicants are afforded equal employment opportunities. BD shall not use any selection procedures, practices, and/or policies, which negatively affect the hiring of female applicants into the Relevant Positions.

2. **Revised Hiring Process.** BD shall implement the corrective actions detailed below.

   a. **Non-Discriminatory Selection Procedures.** BD shall comply with all OFCCP regulations concerning selection procedures, including 41 C.F.R. Part 60-3. BD will not use any selection procedure that has an adverse impact, as defined in 41 C.F.R. § 60-3.4D, on applicants of a particular sex unless BD properly validates the procedure pursuant to these regulations.
b. **Recordkeeping and Retention**: BD shall ensure that applicants are tracked and selection decisions are documented at each step in the hiring process. BD shall write and implement procedures to ensure that documents are retained in accordance with 41 C.F.R. § 60-1.12(a). Furthermore, BD will ensure its managers properly maintain all records of BD’s hiring process, including any associated underlying data and information such as human resources information system and payroll data, job applications, applicant and hire data, disposition codes, personnel records, and any other records or data used to generate the required reports.

c. **Training**. Within one hundred, twenty days (120) of the Effective Date of this Agreement, BD shall provide training for managers and all individuals involved in any way in recruiting, selecting, or tracking of applicants for Relevant Positions at the BD Reviewed Establishments. The training shall focus on equal opportunity and fairness in hiring. The training will include (but is not limited to instructions in: the proper implementation of the recruitment, tracking, and selection procedures; neutral application of the specified qualifications and criteria that will be used at each step in the hiring process; procedures to be used to document the decisions made at each step in the hiring process; and the procedures to be used to ensure that documents are retained as required. BD shall maintain a list of employees who attended the training.

d. **Monitoring**. BD shall monitor selection rates at each step of its selection process for the Relevant Positions at the BD Reviewed Establishments listed in Part I. When it is determined that a selection procedure has an adverse impact, as defined in 41 C.F.R. § 60-3.4D, on the hiring of female applicants, BD will eliminate the procedure, choose an alternative procedure, or validate the procedure in accordance with the Uniform Guidelines on Employee Selection Procedures, codified at 41 C.F.R. Part 60-3. BD shall maintain and make available to OFCCP records concerning the impact of the selection process for the Relevant Positions at the BD Reviewed Establishments. These records must include the number of persons applied and hired by gender and the selection procedures utilized. This information will be maintained until the expiration of this Agreement or as long as required by the regulations, whichever is later.

VII. **OFCCP Monitoring Period**

1. **Recordkeeping**. Contractor agrees to retain all records relevant to the alleged violations cited in Parts IV and V 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. Contractor will retain the records until this Agreement expires or for the time period consistent with regulatory requirements, whichever is later.
2. **Contractor Reports.**

a. **Schedule and Instructions.** BD will submit four (4) Progress Reports covering each six-month period of this Agreement. The schedule and reporting period are listed below.

i. Progress Report 1: Will be due eight months from the Effective Date and will cover the timeframe from the Effective Date of this Agreement through six months after the Effective Date.

ii. Progress Report 2: Will be due six months after the first report covering the period of the seventh (7th) month through the twelfth (12th) month following the Effective Date.

iii. Progress Report 3: Will be due six months after the second report covering the period of the thirteenth (13th) month through the eighteenth (18th) month following the Effective Date.

iv. Progress Report 4: Will be due six months after the third report covering the period of the nineteenth (19th) month through the twenty-fourth (24th) month following the Effective Date.

Contractor will submit reports to Walker Plank, Assistant District Director at Walker.Plank@dol.gov. Contractor 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 Contractor provides in accordance with this agreement are customarily kept private or closely held, and Contractor believes should remain confidential under Exemption 4 of the Freedom of Information Act (“FOIA”) in the event of a FOIA request, Contractor 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.

b. **Reports on Job Offers.** In each Progress Report, Contractor will report on all job offers and hires made to date pursuant to the Agreement until all of the job opportunities for the BD Reviewed Establishments are filled or the list of Eligible Applicants expressing interest in the Relevant Positions is exhausted. This includes:

i. Documentation of monetary payments to all Eligible Applicants as specified in Part V. The documentation must include the names of the Eligible Applicants who were paid and for each Eligible Applicant, the number and the amount of the check and the date the check cleared the bank. Contractor must provide OFCCP with copies of all cancelled checks upon request.
ii. Documentation of all job offers made to Eligible Applicants, including the names of individuals offered jobs, the date of their application, the date of the offer, the date the offer was accepted or rejected, and the starting pay.

iii. Documentation of Eligible Applicants who expressed interest in job offers who did not successfully complete the application process, including the names of these individuals, the date of their application (if any), and the reason Contractor determined they did not successfully complete the application process or were ineligible for rehire. This includes individuals who did not receive job offers because all available Relevant Positions were filled.

iv. Documentation of Eligible Applicants who were hired during the life of this Agreement and the reason for the termination.

v. Documentation of the number of available Relevant Positions remaining to be filled and the number of Eligible Applicants still on the list.

vi. Documentation of the start dates for Eligible Applicants who were hired.

vii. If Contractor has not filled all of the Relevant Positions specified in this Agreement by the Progress Report date, documentation of the reason this action is not complete and the good faith efforts being taken and planned for the next reporting period to complete it.

viii. If Contractor fails to meet its hiring obligations under this Agreement by the close of the Monitoring Period, OFCCP reserves its rights under Part II, Paragraphs 9 and 10 of this Agreement to extend the Monitoring Period or to pursue enforcement remedies.

c. **Affirmative Action Programs.** Contractor will submit its current year narrative AAP for E.O. 11246 with the first Progress Report and annually thereafter while the Monitoring Period is in effect.

d. **Reports on Modifications to Personnel Practices.** In each Progress Report, BD will report on any modifications of personnel 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. The reports must include:

i. Documentation that all managers, supervisors, and other personnel involved in recruiting, selecting, tracking applicants, or placing new hires for the Relevant Positions at the BD Reviewed Establishments have been trained on the hiring process. The documentation must include the dates of the training, the names and job titles of all attendees, an outline of the topics discussed in the training,
and the name and job title of each person who conducted the training, as stated in Part VI of this Agreement.

ii. Within the prescribed timeframes listed in Attachment B, BD must submit all documents and information referenced in Parts IV – V of this Agreement.

e. **Reports on Hiring Activity and Analysis.** In each Progress Report, BD will report all employment activity in the Relevant Positions for each of the BD Reviewed Establishments. This includes:

i. The total number of applicants and hires into the Relevant Positions, and the breakdown by gender of all applicants and hires for Relevant Positions during the reporting period, including all temporary, part-time, full-time, and seasonal workers;

ii. For the Relevant Positions, the results of BD’s analysis as to whether its total selection process has an adverse impact, as defined in 41 C.F.R. § 60.3.4D, against female applicants as set forth in 41 C.F.R. § 60.3.4B; (For purposes of the adverse impact analysis, BD must not include hires made pursuant to this Agreement in that analysis); and

iii. For each case in which the total selection process has an adverse impact, as defined in 41 C.F.R § 60-3.4D, the results of BD’s evaluation of the individual components of the selection process for adverse impact;

iv. The actions taken by BD upon determining that any component of the selection process has an adverse impact on members of protected group set forth in Part III above; and

v. The in-depth analyses performed by BD pursuant to item ii and iii above.

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 Contractor’s final Progress Report, as set forth in Part II, Paragraph 10 above. If OFCCP fails to notify Contractor in writing within sixty (60) days of the date of the final Progress Report that Contractor 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 Contractor within the allotted time that it has not fulfilled all of its obligations, this Agreement is automatically extended until the date that OFCCP determines Contractor has met all of its obligations under the Agreement.
SIGNATURES

The person signing this Agreement on behalf of Contractor personally warrants that he or she is fully authorized to do so, that Contractor has entered into this Agreement voluntarily and with full knowledge of its effect, and that execution of this Agreement is fully binding on Contractor. This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and Becton, Dickinson and Company.

ALEXANDRE CONROY
EVP Integrated Supply Chain
Becton, Dickinson and Company

DATE: June 8, 2022

CARMEN NAVARRO
Regional Director
Midwest

DATE: 6/22/22

Attachments:
Attachment A: List of Affected Applicants
Attachment B: Timeline
Attachment C: Notice to Affected Class
  C1 – Columbus West
    1. C1 (a) Needle Assembly Setup Operator
    2. C1 (b) Plastipak Setup Operator
  C2 – Columbus East
  C3 – Holdrege
Attachment D: Information Verification & Employment Interest Form
  D1 – Columbus West
    1. D1 (a) Needle Assembly Setup Operator
    2. D1 (b) Plastipak Setup Operator
  D2 – Columbus East
  D3 – Holdrege
Attachment E: Release of Claims
  E1 – Columbus West
    1. E1 (a) Needle Assembly Setup Operator
    2. E1 (b) Plastipak Setup Operator
  E2 – Columbus East
  E3 – Holdrege
## ATTACHMENT A

**AFFECTED APPLICANT LISTS**

### BD West: Needle Assembly Setup Operators

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### BD West: Plastipak Setup Operators

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1 Adjusted for applicants who applied multiple times during the review period. The two BD West applicants who applied to both the Needle Assembly and Plastipak Setup Operator positions (Carter Morris and Javona Jefferson) will receive combined class notices (Attachments C1(c), D1(c) and E1(c)) and will only be eligible for one settlement payment.

2 Adjusted for applicants who applied multiple times during the review period. The two BD West applicants who applied to both the Needle Assembly and Plastipak Setup Operator positions (Carter Morris and Javona Jefferson) will receive combined class notices (Attachments C1(c), D1(c) and E1(c)) and will only be eligible for one settlement payment.
### BD Holdrege: Setup Operators

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### BD East: Luer Forming Operators

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3 Adjusted for applicants who applied multiple times during the review period.

4 Adjusted for applicants who applied multiple times during the review period.
ATTACHMENT C1 (a) Columbus West
NOTICE TO AFFECTED APPLICANTS

Dear [name]:

Becton, Dickinson and Company (BD) and the Department of Labor’s Office of Federal Contract Compliance Programs (OFCCP) have entered into a Conciliation Agreement (Agreement) to remedy alleged violations of Executive Order 11246 (E.O. 11246), as amended, which OFCCP found during a compliance review of BD’s Columbus West facility. OFCCP’s analysis of BD’s hiring process and selection procedures revealed that during the period of June 11, 2016, to June 10, 2018 (Review Period), BD allegedly discriminated against female applicants for Needle Assembly Setup Operator. You have been identified as an individual who applied for a Needle Assembly Setup Operator during that time period but was not hired. Additional information on the agreement and a link to the Conciliation Agreement can be found on OFCCP’s website at www.dol.gov/ofccp/classmembers.

BD has not admitted to any violation of E.O. 11246, and there has not been any adjudicated finding that BD violated any laws. OFCCP and BD entered into the Agreement to resolve the matter without resorting to further legal proceedings.

As part of this Agreement, you may be eligible to receive a distribution of at least $[XXX], less lawful payroll deductions. Under the terms of this Agreement, it may take up to eight (8) months from the date of this letter before you receive your distribution. In order to be eligible for a payment, you must complete, sign, and return the enclosed Information Verification and Employment Interest Form Verification and Release of Claims Form. The forms 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 [DATE].

[Name]
[Position]
Company
[Address]

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

In addition to the monetary distribution, BD will be making job offers for Needle Assembly Setup Operator to a limited number of individuals receiving this notification. It is not certain that you will receive a job offer. If you are still interested in employment with BD, please check the appropriate box on the enclosed Information Verification and Employment Interest Form. Those receiving this notice will be considered for Needle Assembly Setup Operator in the order that they apply for the position via the link provided by BD. If you have any questions you may call [name] at BD at [phone number], or OFCCP Compliance Officers at (b) (6), (b) (7)(C) at [phone number]. Your call will be returned as soon as possible.
IF YOU FAIL TO COMPLETE AND RETURN THE ENCLOSED DOCUMENTS TO
BECTON, DICKINSON AND COMPANY BY [DATE], YOU WILL NOT BE ELIGIBLE
TO RECEIVE A PAYMENT OR TO BE CONSIDERED FOR A JOB OFFER.

Sincerely,

[Name]

Enclosures
Information Verification and Employment Interest Form
Release of Claims Form
ATTACHMENT C1 (b) Columbus West
NOTICE TO AFFECTED APPLICANTS

Dear [name]:

Becton, Dickinson and Company (Contractor) and the Department of Labor's Office of Federal Contract Compliance Programs (OFCCP) have entered into a Conciliation Agreement (Agreement) to remedy alleged violations of Executive Order 11246 (E.O. 11246), as amended, that OFCCP found during a compliance review of Becton, Dickinson and Company’s Columbus West facility. OFCCP’s analysis of Becton, Dickinson and Company’s hiring process and selection procedures revealed that during the period of June 11, 2016 to June 10, 2018 (Review Period), Becton, Dickinson and Company allegedly discriminated against female applicants for Plastipak Setup Operator. You have been identified as an individual who applied for a Plastipak Setup Operator during that time period but was not hired. Additional information on the agreement and a link to the Conciliation Agreement can be found on OFCCP’s website at www.dol.gov/ofccp/classmembers.

BD has not admitted to any violation of E.O. 11246, and there has not been any adjudicated finding that BD violated any laws. OFCCP and BD entered into the Agreement to resolve the matter without resorting to further legal proceedings.

As part of this Agreement, you may be eligible to receive a distribution of at least $[XXX] less lawful payroll deductions. Under the terms of this Agreement it may take up to eight months from the date of this letter before you receive your distribution. In order to be eligible for a payment, you must complete, sign, and return the enclosed Information Verification and Employment Interest Form Verification and Release of Claims Form. The forms 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 [DATE].

[Name]
[Position]
Company
[Address]

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

In addition to the monetary distribution, Becton, Dickinson and Company will be making job offers for Plastipak Setup Operator to a limited number of individuals receiving this notification. It is not certain that you will receive a job offer. If you are still interested in employment with Becton, Dickinson and Company, please check the appropriate box on the enclosed Information Verification and Employment Interest Form. Those receiving this notice will be considered for Plastipak Setup Operator in the order that they apply for the position via the link provided by BD. If you have any questions you may call [name] at Becton, Dickinson and Company at
[phone number], or OFCCP Compliance Officer (b) (6), (b) (7) (C) at (b) (6), (b) (7) (C). Your call will be returned as soon as possible.

IF YOU FAIL TO COMPLETE AND RETURN THE ENCLOSED DOCUMENTS TO BECTON, DICKINSON AND COMPANY BY [DATE], YOU WILL NOT BE ELIGIBLE TO RECEIVE A PAYMENT OR TO BE CONSIDERED FOR A JOB OFFER.

Sincerely,

[Name]

Enclosures
Information Verification and Employment Interest Form
Release of Claims Form
NOTICE TO CARTER MORRIS AND JAVONA JEFFERSON

Dear Carter Morris/Javona Jefferson:

Becton, Dickinson and Company (Contractor) and the Department of Labor's Office of Federal Contract Compliance Programs (OFCCP) have entered into a Conciliation Agreement (Agreement) to remedy alleged violations of Executive Order 11246 (E.O. 11246), as amended, that OFCCP found during a compliance review of Becton, Dickinson and Company’s Columbus West facility. OFCCP’s analysis of Becton, Dickinson and Company’s hiring process and selection procedures revealed that during the period of June 11, 2016 to June 10, 2018 (Review Period), Becton, Dickinson and Company allegedly discriminated against female applicants for Needle Assembly and Plastipak Setup Operator positions. You have been identified as an individual who applied for a Needle Assembly and Plastipak Setup Operator position during that time period but was not hired. Additional information on the agreement and a link to the Conciliation Agreement can be found on OFCCP’s website at www.dol.gov/ofccp/classmembers.

BD has not admitted to any violation of E.O. 11246, and there has not been any adjudicated finding that BD violated any laws. OFCCP and BD entered into the Agreement to resolve the matter without resorting to further legal proceedings.

As part of this Agreement, you may be eligible to receive a distribution of at least $XXX less lawful payroll deductions. Under the terms of this Agreement it may take up to eight months from the date of this letter before you receive your distribution. In order to be eligible for a payment, you must complete, sign, and return the enclosed Information Verification and Employment Interest Form Verification and Release of Claims Form. The forms 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 [DATE].

/Name/
/Position/
/Company
/Address/

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

In addition to the monetary distribution, Becton, Dickinson and Company will be making job offers for Needle Assembly and Plastipak Setup Operators to a limited number of individuals receiving this notification. It is not certain that you will receive a job offer. If you are still interested in employment with Becton, Dickinson and Company, please check the appropriate box on the enclosed Information Verification and Employment Interest Form. Those receiving this notice will be considered for Needle Assembly and Plastipak Setup Operator positions in the order that they apply for the position via the link provided by BD. If you have any questions you
may call [name] at Becton, Dickinson and Company at [phone number], or OFCCP Compliance Officer [b] (6), (b) (7)(C) at [b] (6), (b) (7)(C). Your call will be returned as soon as possible.

IF YOU FAIL TO COMPLETE AND RETURN THE ENCLOSED DOCUMENTS TO BECTON, DICKINSON AND COMPANY BY [DATE], YOU WILL NOT BE ELIGIBLE TO RECEIVE A PAYMENT OR TO BE CONSIDERED FOR A JOB OFFER.

Sincerely,

[Name]

Enclosures
Information Verification and Employment Interest Form
Release of Claims Form
ATTACHMENT C2 Columbus East
NOTICE TO AFFECTED APPLICANTS

Dear [name]:

Becton, Dickinson and Company (Contractor) and the Department of Labor's Office of Federal Contract Compliance Programs (OFCCP) have entered into a Conciliation Agreement (Agreement) to remedy alleged violations of Executive Order 11246 (E.O. 11246), as amended, that OFCCP found during a compliance review of Becton, Dickinson and Company’s Columbus East facility. OFCCP’s analysis of Becton, Dickinson and Company’s hiring process and selection procedures revealed that during the period of April 15, 2018 to April 14, 2020 (Review Period), Becton, Dickinson and Company allegedly discriminated against female applicants for Luer Forming Operator. You have been identified as an individual who applied for a Luer Forming Operator during that time period but was not hired. Additional information on the agreement and a link to the Conciliation Agreement can be found on OFCCP’s website at www.dol.gov/ofccp/classmembers.

BD has not admitted to any violation of E.O. 11246, and there has not been any adjudicated finding that BD violated any laws. OFCCP and BD entered into the Agreement to resolve the matter without resorting to further legal proceedings.

As part of this Agreement, you may be eligible to receive a distribution of at least $[XXX] less lawful payroll deductions. Under the terms of this Agreement it may take up to eight months from the date of this letter before you receive your distribution. In order to be eligible for a payment, you must complete, sign, and return the enclosed Information Verification and Employment Interest Form [and Release of Claims Form]. The forms 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 [DATE].

/[Name]
/[Position]
/[Company]
/[Address]

You may use the enclosed postage-paid return envelope to return the completed and signed Information Verification and Employment Interest Form [and Release of Claims Form].

In addition to the monetary distribution, Becton, Dickinson and Company will be making job offers for Luer Forming Operator to a limited number of individuals receiving this notification. It is not certain that you will receive a job offer. If you are still interested in employment with Becton, Dickinson and Company, please check the appropriate box on the enclosed Information Verification and Employment Interest Form. Those receiving this notice will be considered for Luer Forming Operator in the order that they apply for the position via the link provided by BD. If you have any questions you may call [name] at Becton, Dickinson and Company at [phone].
number, or OFCCP Compliance Officer at (b)(6), (b)(7)(C). Your call will be returned as soon as possible.

IF YOU FAIL TO COMPLETE AND RETURN THE ENCLOSED DOCUMENTS TO BECTON, DICKINSON AND COMPANY BY [DATE], YOU WILL NOT BE ELIGIBLE TO RECEIVE A PAYMENT OR TO BE CONSIDERED FOR A JOB OFFER.

Sincerely,

[Name]

Enclosures
Information Verification and Employment Interest Form
Release of Claims Form
ATTACHMENT C3 Holdrege
NOTICE TO AFFECTED APPLICANTS

Dear [name]:

Becton, Dickinson and Company (Contractor) and the Department of Labor's Office of Federal Contract Compliance Programs (OFCCP) have entered into a Conciliation Agreement (Agreement) to remedy alleged violations of Executive Order 11246 (E.O. 11246), as amended, that OFCCP found during a compliance review of Becton, Dickinson and Company’s Holdrege facility. OFCCP’s analysis of Becton, Dickinson and Company’s hiring process and selection procedures revealed that during the period of February 7, 2018 to February 6, 2020 (Review Period), Becton, Dickinson and Company allegedly discriminated against female applicants for Setup Operator. You have been identified as an individual who applied for a Setup Operator during that time period but was not hired. Additional information on the agreement and a link to the Conciliation Agreement can be found on OFCCP’s website at www.dol.gov/ofccp/classmembers.

BD has not admitted to any violation of E.O. 11246, and there has not been any adjudicated finding that BD violated any laws. OFCCP and BD entered into the Agreement to resolve the matter without resorting to further legal proceedings.

As part of this Agreement, you may be eligible to receive a distribution of at least $[XXX] less lawful payroll deductions. Under the terms of this Agreement it may take up to eight months from the date of this letter before you receive your distribution. In order to be eligible for a payment, you must complete, sign, and return the enclosed Information Verification and Employment Interest Form Verification and Release of Claims Form. The forms 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 [DATE].

[Name]
[Position]
Company
[Address]

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

In addition to the monetary distribution, Becton, Dickinson and Company will be making job offers for Operator/Tech to a limited number of individuals receiving this notification. It is not certain that you will receive a job offer. If you are still interested in employment with Becton, Dickinson and Company, please check the appropriate box on the enclosed Information Verification and Employment Interest Form. Those receiving this notice will be considered for Operator/Tech in the order that they apply for the position via the link provided by BD. If you have any questions you may call [name] at Becton, Dickinson and Company at [phone number].
or OFCCP Compliance Officer at Your call will be returned as soon as possible.

**IF YOU FAIL TO COMPLETE AND RETURN THE ENCLOSED DOCUMENTS TO BECTON, DICKINSON AND COMPANY BY [DATE], YOU WILL NOT BE ELIGIBLE TO RECEIVE A PAYMENT OR TO BE CONSIDERED FOR A JOB OFFER.**

Sincerely,

[Name]

Enclosures
Information Verification and Employment Interest Form
**Release of Claims Form**
ATTACHMENT D1 (a) Columbus West
INFORMATION VERIFICATION & EMPLOYMENT INTEREST FORM

You must complete this form in order to be eligible for the monetary payment and/or employment opportunities under the terms of the Conciliation Agreement between Becton, Dickinson and Company and the Department of Labor’s Office of Federal Contract Compliance Programs. Please print legibly, except for the signature.

Name: ___________________________________________________________________
Address: __________________________________________________________________
Telephone Nos.: Home: _______________ Cell: ________________ Work: ______________
Email: ___________________________________

Notify Becton, Dickinson and Company at the address below if your address, email address or phone number changes within the next twelve months.

Your Social Security Number (to be used for tax purposes only): ______-________-______

Please verify your gender:  □ Female  □ Male

Please indicate below whether you are currently interested in employment in a Needle Assembly Setup Operator position with Becton, Dickinson and Company. 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 Becton, Dickinson and Company as a Needle Assembly Setup Operator.

[ ] No, I am not currently interested in employment with Becton, Dickinson and Company as a Needle Assembly Setup Operator.

If you are interested in employment, BD will email you a link to complete an employment application.

IF YOU FAIL TO COMPLETE AND RETURN THE ENCLOSED DOCUMENTS TO THE ADDRESS BELOW BY [date class members must respond], YOU WILL NOT BE ELIGIBLE TO RECEIVE A PAYMENT OR TO BE CONSIDERED FOR A JOB OFFER.

[Name]
[Address]

I, (print name)______________________________, certify the above is true and correct.

__________________________________ ______________________________
Signature    Date
ATTACHMENT D1 (b) Columbus West

INFORMATION VERIFICATION & EMPLOYMENT INTEREST FORM

You must complete this form in order to be eligible for the monetary payment and/or employment opportunities under the terms of the Conciliation Agreement between Becton, Dickinson and Company and the Department of Labor’s Office of Federal Contract Compliance Programs. Please print legibly, except for the signature.

Name: ___________________________________________________________________
Address: __________________________________________________________________
Telephone Nos.: Home: _______________ Cell: _______________ Work: _______________
Email: _____________________________________

Notify Becton, Dickinson and Company at the address below if your address, email address or phone number changes within the next twelve months.

Your Social Security Number (to be used for tax purposes only): _____ - ______ - ______

Please verify your gender: □ Female □ Male

Please indicate below whether you are currently interested in employment in a Plastipak Setup Operator position with Becton, Dickinson and Company. 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 Becton, Dickinson and Company as a Plastipak Setup Operator.

[ ] No, I am not currently interested in employment with Becton, Dickinson and Company as a Plastipak Setup Operator.

If you are interested in employment, BD will email you a link to complete an employment application.

IF YOU FAIL TO COMPLETE AND RETURN THE ENCLOSED DOCUMENTS TO THE ADDRESS BELOW BY [date class members must respond], YOU WILL NOT BE ELIGIBLE TO RECEIVE A PAYMENT OR TO BE CONSIDERED FOR A JOB OFFER.

/Name/
/Address/

I, (print name)__________________________________________, certify the above is true and correct.

______________________________    _________________________
Signature                  Date
ATTACHMENT D1 (c) Columbus West
INFORMATION VERIFICATION & EMPLOYMENT INTEREST FORM

You must complete this form in order to be eligible for the monetary payment and/or employment opportunities under the terms of the Conciliation Agreement between Becton, Dickinson and Company and the Department of Labor’s Office of Federal Contract Compliance Programs. Please print legibly, except for the signature.

Name: __________________________________________________________________
Address: __________________________________________________________________
Telephone Nos.: Home: _______________ Cell: ________________ Work: ________________
Email: ____________________________________

Notify Becton, Dickinson and Company at the address below if your address, email address or phone number changes within the next twelve months.

Your Social Security Number (to be used for tax purposes only): ______-_______-_____

Please verify your gender: □ Female    □ Male

Please indicate below whether you are currently interested in employment in a Needle Assembly or Plastipak Setup Operator position with Becton, Dickinson and Company. 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 Becton, Dickinson and Company as a Needle Assembly or Plastipak Setup Operator position.

[ ] No, I am not currently interested in employment with Becton, Dickinson and Company as a Needle Assembly or Plastipak Setup Operator position.

If you are interested in employment, BD will email you a link to complete an employment application.

IF YOU FAIL TO COMPLETE AND RETURN THE ENCLOSED DOCUMENTS TO THE ADDRESS BELOW BY [date class members must respond], YOU WILL NOT BE ELIGIBLE TO RECEIVE A PAYMENT OR TO BE CONSIDERED FOR A JOB OFFER.

[Name]
[Address]

I, (print name)__________________________________________, certify the above is true and correct.

__________________________________ ______________________________
Signature    Date
ATTACHMENT D2- Columbus East
INFORMATION VERIFICATION & EMPLOYMENT INTEREST FORM

You must complete this form in order to be eligible for the monetary payment and/or employment opportunities under the terms of the Conciliation Agreement between Becton, Dickinson and Company and the Department of Labor’s Office of Federal Contract Compliance Programs. Please print legibly, except for the signature.

Name: ___________________________________________________________________
Address: __________________________________________________________________
Telephone Nos.: Home: _______________ Cell: ________________ Work: __________________
Email: _____________________________________

Notify Becton, Dickinson and Company at the address below if your address, email address or phone number changes within the next twelve months.

Your Social Security Number (to be used for tax purposes only): ______-________-______

Please verify your gender: □ Female   □ Male

Please indicate below whether you are currently interested in employment in a Luer Forming Operator position with Becton, Dickinson and Company. 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 Becton, Dickinson and Company as a Luer Forming Operator.

[ ] No, I am not currently interested in employment with Becton, Dickinson and Company as a Luer Forming Operator.

If you are interested in employment, BD will email you a link to complete an employment application.

IF YOU FAIL TO COMPLETE AND RETURN THE ENCLOSED DOCUMENTS TO THE ADDRESS BELOW BY [date class members must respond], YOU WILL NOT BE ELIGIBLE TO RECEIVE A PAYMENT OR TO BE CONSIDERED FOR A JOB OFFER.

[Name]
[Address]

I, (print name)______________________________________, certify the above is true and correct.

__________________________________ ______________________________
Signature    Date
ATTACHMENT D3- Holdrege
INFORMATION VERIFICATION & EMPLOYMENT INTEREST FORM

You must complete this form in order to be eligible for the monetary payment and/or employment opportunities under the terms of the Conciliation Agreement between Becton, Dickinson and Company and the Department of Labor’s Office of Federal Contract Compliance Programs. Please print legibly, except for the signature.

Name: ___________________________________________________________________
Address: __________________________________________________________________
Telephone Nos.: Home: _______________ Cell: ________________ Work: ________________
Email: _____________________________________

Notify Becton, Dickinson and Company at the address below if your address, email address or phone number changes within the next twelve months.

Your Social Security Number (to be used for tax purposes only): _____-______-_____

Please verify your gender: ☐ Female ☐ Male

Please indicate below whether you are currently interested in employment as an Operator/Tech with Becton, Dickinson and Company. 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 Becton, Dickinson and Company as an Operator/Tech.

[ ] No, I am not currently interested in employment with Becton, Dickinson and Company as an Operator/Tech.

If you are interested in employment, BD will email you a link to complete an employment application.

IF YOU FAIL TO COMPLETE AND RETURN THE ENCLOSED DOCUMENTS TO THE ADDRESS BELOW BY [date class members must respond], YOU WILL NOT BE ELIGIBLE TO RECEIVE A PAYMENT OR TO BE CONSIDERED FOR A JOB OFFER.

[Name]
[Address]

I, (print name)________________________________________, certify the above is true and correct.

__________________________________ ______________________________
Signature Date
ATTACHMENT E1 (a) Columbus West
RELEASE OF CLAIMS UNDER EXECUTIVE ORDER 11246, AS AMENDED

This Release of Claims (Release) under Executive Order 11246, as amended, is a legal
document. This document states that in return for Becton, Dickinson and Company (BD) paying
you money, you agree that you will not file any lawsuit against BD for allegedly violating
Executive Order 11246, as amended, in connection with its selection procedures for applicants
for Needle Assembly Setup Operator. It also says that BD 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 the payment of at least $[XXX] (less deductions required by law) by BD to
me, which I agree is acceptable, I, (print name) ____________________, agree to the following:

I.
I hereby waive, release, and forever discharge BD, 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 had which relate to my non-selection for employment as a Needle Assembly
Setup Operator on the basis of my gender at any time through the effective date of this Release.
By signing this Release, 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 non-selection with BD
through the Effective Date of this Release.

II.
I understand that BD denies that it treated me unlawfully or unfairly in any way and that BD
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 hiring and to resolve the matter without further legal proceedings in
the compliance review initiated by OFCCP on [date]. I further agree that the payment of the
aforesaid sum by BD to me is not to be construed as an admission of any liability by BD.

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 BD.
IN WITNESS WHEREOF, I have signed this document on this ____ day of ________________, 2022.

____________________________________
Printed Name

____________________________________
Signature
ATTACHMENT E1 (b) Columbus West
RELEASE OF CLAIMS UNDER EXECUTIVE ORDER 11246, AS AMENDED

This Release of Claims (Release) under Executive Order 11246, as amended, is a legal document. This document states that in return for Becton, Dickinson and Company (Contractor) paying you money, you agree that you will not file any lawsuit against Becton, Dickinson and Company for allegedly violating Executive Order 11246, as amended, in connection with its selection procedures for applicants for Plastipak Setup Operator. It also says that Becton, Dickinson and Company 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 the payment of at least $[XXX] (less deductions required by law) by Becton, Dickinson and Company to me, which I agree is acceptable, I, (print name)_________________, agree to the following:

I.
I hereby waive, release and forever discharge Becton, Dickinson and Company, 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 had which relate to my non-selection for employment as a Plastipak Setup Operator on the basis of my gender at any time through the effective date of this Release. By signing this Release, 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 non-selection with Becton, Dickinson and Company through the Effective Date of this Release.

II.
I understand that Becton, Dickinson and Company denies that it treated me unlawfully or unfairly in any way and that Becton, Dickinson and Company 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 hiring and to resolve the matter without further legal proceedings in the compliance review initiated by OFCCP on [date]. I further agree that the payment of the aforesaid sum by Becton, Dickinson and Company to me is not to be construed as an admission of any liability by Becton, Dickinson and Company.

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 and Company.

IN WITNESS WHEREOF, I have signed this document on this ___ day of ______________, 2022.

_____________________________
Printed Name

_____________________________
Signature
ATTACHMENT E1 (c) Columbus West
RELEASE OF CLAIMS UNDER EXECUTIVE ORDER 11246, AS AMENDED

This Release of Claims (Release) under Executive Order 11246, as amended, is a legal document. This document states that in return for Becton, Dickinson and Company (BD) paying you money, you agree that you will not file any lawsuit against BD for allegedly violating Executive Order 11246, as amended, in connection with its selection procedures for applicants for Needle Assembly and Plastipak Setup Operator positions. It also says that BD 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 the payment of at least $[XXX] (less deductions required by law) by BD to me, which I agree is acceptable, I, (print name) _________________, agree to the following:

I. I hereby waive, release, and forever discharge BD, 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 had which relate to my non-selection for employment as a Needle Assembly and Plastipak Setup Operator on the basis of my gender at any time through the effective date of this Release. By signing this Release, 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 non-selection with BD through the Effective Date of this Release.

II. I understand that BD denies that it treated me unlawfully or unfairly in any way and that BD 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 hiring and to resolve the matter without further legal proceedings in the compliance review initiated by OFCCP on [date]. I further agree that the payment of the aforesaid sum by BD to me is not to be construed as an admission of any liability by BD.

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 BD.
IN WITNESS WHEREOF, I have signed this document on this ____ day of ________________, 2022.

_____________________________
Printed Name

_____________________________
Signature
ATTACHMENT E2 Columbus East
RELEASE OF CLAIMS UNDER EXECUTIVE ORDER 11246, AS AMENDED

This Release of Claims (Release) under Executive Order 11246, as amended, is a legal document. This document states that in return for Becton, Dickinson and Company (Contractor) paying you money, you agree that you will not file any lawsuit against Becton, Dickinson and Company for allegedly violating Executive Order 11246, as amended, in connection with its selection procedures for applicants for Luer Forming Operator. It also says that Becton, Dickinson and Company 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 the payment of at least $[XXX] (less deductions required by law) by Becton, Dickinson and Company to me, which I agree is acceptable, I, (print name)_________________, agree to the following:

I.
I hereby waive, release and forever discharge Becton, Dickinson and Company, 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 had which relate to my non-selection for employment as a Luer Forming Operator on the basis of my gender at any time through the effective date of this Release. By signing this Release, 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 non-selection with Becton, Dickinson and Company through the Effective Date of this Release.

II.
I understand that Becton, Dickinson and Company denies that it treated me unlawfully or unfairly in any way and that Becton, Dickinson and Company 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 hiring and to resolve the matter without further legal proceedings in the compliance review initiated by OFCCP on [date]. I further agree that the payment of the aforesaid sum by Becton, Dickinson and Company to me is not to be construed as an admission of any liability by Becton, Dickinson and Company.

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.

____________________________
(print name)
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 and Company.

IN WITNESS WHEREOF, I have signed this document on this ____ day of ________________, 2022.

_____________________________
Printed Name

_____________________________
Signature
ATTACHMENT E3 Holdrege
RELEASE OF CLAIMS UNDER EXECUTIVE ORDER 11246, AS AMENDED

This Release of Claims (Release) under Executive Order 11246, as amended, is a legal document. This document states that in return for Becton, Dickinson and Company (Contractor) paying you money, you agree that you will not file any lawsuit against Becton, Dickinson and Company for allegedly violating Executive Order 11246, as amended, in connection with its selection procedures for applicants for Setup Operator. It also says that Becton, Dickinson and Company 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 the payment of at least $[XXX] (less deductions required by law) by Becton, Dickinson and Company to me, which I agree is acceptable, I, (print name)_________________, agree to the following:

I.
I hereby waive, release and forever discharge Becton, Dickinson and Company, 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 had which relate to my non-selection for employment as a Setup Operator on the basis of my gender at any time through the effective date of this Release. By signing this Release, I agree that I have been made whole for any claim that could have been brought Executive Order 11246, as amended, relating to my non-selection with Becton, Dickinson and Company through the Effective Date of this Release.

II.
I understand that Becton, Dickinson and Company denies that it treated me unlawfully or unfairly in any way and that Becton, Dickinson and Company 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 hiring and to resolve the matter without further legal proceedings in the compliance review initiated by OFCCP on [date]. I further agree that the payment of the aforesaid sum by Becton, Dickinson and Company to me is not to be construed as an admission of any liability by Becton, Dickinson and Company.

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 and Company.

IN WITNESS WHEREOF, I have signed this document on this ____ day of ________________, 2022.

_____________________________
Printed Name

_____________________________
Signature