

**Conciliation Agreement Between the
U.S. Department of Labor Office of Federal Contract Compliance Programs
and Pfizer Inc.
OFCCP Case No. I00304545**

I. Preliminary Statement

The Office of Federal Contract Compliance Programs (OFCCP) initiated a complaint investigation of Pfizer Inc.'s (Pfizer) establishment located at 401 North Middletown Road, Pearl River, New York 10954, beginning on December 20, 2022. OFCCP found that Pfizer failed to comply with Executive Order 11246, as amended (E.O. 11246 or the Executive Order) and its respective implementing regulations at 41 C.F.R. Part 60-1.

OFCCP's investigation found sufficient evidence that Pfizer allegedly violated its obligations under Executive Order 11246 and its implementing regulations at 41 C.F.R. § 60-1.4(a)(3) and 41 C.F.R. § 60-1.32(a)(3)-(4) by prohibiting Complainant, (b) (6), (b) (7)(C), and other employees from inquiring about, discussing, or disclosing their own pay or that of other employees, and by placing Complainant on a coaching plan after he opposed Pfizer's pay transparency violations. OFCCP notified Pfizer of the specific alleged violations in the Notification of Results of Investigation (NORI) issued on November 13, 2023. Pfizer disputes OFCCP's findings under Executive Order 11246.

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 Pfizer (collectively, the Parties) enter into this Conciliation Agreement (Agreement) and its attachments, and the Parties agree to all the terms therein.

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

II. General Terms and Conditions

1. In exchange for Pfizer'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 in the NORI. However, OFCCP retains the right to initiate legal proceedings to enforce this Agreement if Pfizer 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 Pfizer'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. Pfizer 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 Pfizer of its obligation to fully comply with the requirements of E.O. 11246, Section 503 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 793 (Section 503), the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. § 4212 (VEVRAA), their implementing regulations, or

other applicable laws requiring nondiscrimination or equal employment opportunity through affirmative action.

4. Pfizer 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. Pfizer 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 it voluntarily.
7. This Agreement, including its attachments, constitutes the entire Agreement and represents the complete and final understanding of the Parties. This Agreement contains all of the terms binding the Parties and it supersedes all prior written and oral negotiations and agreements. Any modifications or amendments to this Agreement must be agreed upon in writing and signed by all Parties. If an administrative error is found, OFCCP will work in good faith with all Parties to make the corrections.
8. This Agreement becomes effective on the day it is signed by the Regional Director of the Northeast Region or their designee (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 Pfizer submits its final progress report required in Part VI below, unless OFCCP notifies Pfizer in writing before the expiration date that Pfizer 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 Pfizer has met all of its obligations under the Agreement.
11. If Pfizer violates this Agreement:
 - a. The procedures at 41 C.F.R. § 60-1.34 will govern:
 - i. OFCCP will send Pfizer a written notice stating the alleged violations and summarizing any supporting evidence.
 - ii. Pfizer 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 Pfizer is unable to demonstrate that it has not violated the Agreement, or if OFCCP alleges irreparable injury, OFCCP may initiate enforcement proceedings immediately without issuing a show cause notice or proceeding through any other requirement.
 - iv. In the event of a breach of this Agreement by Pfizer, 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. Pfizer 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. Pfizer denies any violation of the Executive Order, Section 503 and VEVRAA. There has not been an adjudication on the merits regarding any such violation.
13. OFCCP may seek enforcement of this Agreement itself and is not required to present proof of any underlying violations resolved by this Agreement.
14. The Parties understand and agree that nothing in this Agreement is binding on other governmental departments or agencies other than the OFCCP.
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 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. Alleged Violations

Violation 1: OFCCP found that Pfizer is not in compliance with 41 C.F.R. § 60-1.4(a)(3) and 41 C.F.R § 60-1.32(a)(3)-(4) by prohibiting Complainant and other employees from inquiring about, discussing, or disclosing their own pay or that of other employees.

Violation 2: OFCCP found that Pfizer is not in compliance with 41 C.F.R. § 60-1.4(a)(3) and 41 C.F.R § 60-1.32(a)(3)-(4) by placing Complainant on a coaching plan after he opposed Pfizer’s pay transparency violations.

IV. Additional Individual Relief

1. **Personnel File.** Pfizer shall remove all references to a coaching plan from Complainant’s personnel file. Pfizer shall remove all references, if any, to any charge or allegation of discrimination against Pfizer and this complaint from the Complainant’s personnel file. Pfizer will remove all references, if any, to any discipline from the Complainant’s personnel file related to this complaint. The reason for Complainant’s separation from Pfizer will be listed as a voluntary separation. Consistent with Pfizer’s policies and practices, Pfizer human resources personnel, and other officials/managers responsible for providing employment references, may not disclose any information or refer to any charge of discrimination or this complaint in responding to requests for information about the Complainant unless legally compelled (e.g., official inquiry from

another government agency). When fielding inquiries about the Complainant, Pfizer shall provide a neutral job reference consisting of employment dates and positions held and shall not discuss the reasons for the Complainant's job separation.

V. Other Non-Monetary Relief

1. Workplace Environment

- a. Pfizer will immediately cease any and all practices that negatively affect applicants or employees who discuss, disclose, or inquire about their pay or the pay of others consistent with applicable law. Pfizer will not discriminate against any employee or applicant for employment because they discuss, disclose, or inquire about their pay or the pay of others consistent with applicable law.
- b. Within sixty (60) calendar days of the Effective Date of this Agreement, Pfizer will conduct an internal review to evaluate whether it has policies or practices that prohibit or tend to restrict employees or applicants from discussing or disclosing their compensation or the compensation of others consistent with applicable law. Based on the review, Pfizer will revise its policies or practices for its pay transparency practices consistent with applicable law. If Pfizer has employee manuals or handbooks, it will include the revised policies or practices in such employee manuals or handbooks.
- c. Within sixty (60) calendar days of the Effective Date of this Agreement, Pfizer will disseminate to High-Throughput Immunoassays & Diagnostics (HCID) employees at the Pearl River facility, the revised policies or practices, including in employee manuals and handbooks (if any), and include the nondiscrimination provisions of 41 C.F.R. 60-1.4(a)(3).
- d. Within sixty (60) days of the Effective Date of this Agreement, Pfizer will send an email to the HCID employees at the Pearl River facility notifying them that Pfizer does not have a policy prohibiting employees from sharing their compensation information or the compensation information of others unless they learned such information as part of their essential job functions as described in 41 C.F.R. 60-1.4(a)(3). This e-mail will include the pay transparency related "Notice of Employee Rights" drafted by OFCCP.¹

2. Training

- a. Before the due date of the Progress Report required by this Agreement, Pfizer will train all HCID Pearl River employees involved in employee compensation decisions and all HCID Pearl River individuals with supervisory or management status of Pfizer's nondiscriminatory obligations for individuals who inquire about, discuss, or disclose their compensation or the compensation of another employee or applicant consistent with applicable law.

¹https://www.dol.gov/sites/dolgov/files/ofccp/regs/compliance/factsheets/FACT_PayTransparency-Sept16_ENGESQA508c.pdf

VI. OFCCP Monitoring Period

Pfizer 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 Pfizer provides in accordance with this Agreement are customarily kept private or closely held, and Pfizer believes should remain confidential under Exemption 4 of FOIA in the event of a FOIA request, Pfizer 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 to the maximum extent permitted by law.

1. **Recordkeeping.** Pfizer agrees to retain all records relevant to the alleged violations cited in Part III above and the reports submitted in compliance with Paragraph 2, below. These records include underlying data and information such as Human Resources Information Systems (HRIS) and payroll data, job applications and personnel records, and any other records or data used to generate the required reports. Pfizer will retain the records until this Agreement expires or for the time period consistent with regulatory requirements, whichever is later.
2. **Contractor Report.**
 - a. **Schedule and Instructions.** Pfizer agrees to furnish the OFCCP with one report during the Monitoring Period according to the following schedule:

Progress Report due on July 31, 2024.
 - b. The Progress Report will include the following:
 - i. A copy of the Complainant’s personnel file.
 - ii. Documentation of all revised policies or practices regarding Pfizer’s pay transparency practices consistent with applicable law as specified in Part V.1.b of this Agreement, including documentation of the revised policies or practices in all employee manuals or handbooks.
 - iii. Documentation to confirm the dissemination of the revised policies or practices on Pfizer’s pay transparency practices as specified in Part V.1.c of this Agreement.
 - iv. Documentation of the email notification made pursuant to Part V.1.d of this Agreement informing HCID Pearl River employees that Pfizer does not have a policy prohibiting employees from sharing their compensation information or the compensation information of others.
 - v. Documentation of training made pursuant to Part V.2.a of this Agreement for all HCID Pearl River employees involved in employee compensation decisions and all HCID Pearl River individuals with supervisory or management status on Pfizer’s non-discrimination obligations for employees and applicants who inquire about, discuss, or disclose compensation. This documentation will include:
 - a. Date, time, and place of training;

- b. Job title of each trainer;
 - c. A sign-in sheet listing the employee ID and job title of each attendee; and
 - d. Copies of the training and presentation materials
- vi. Copies of any revised policies or procedures related to Pfizer’s pay transparency practices, if applicable.

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

VII. Signatures

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

This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and Pfizer Inc.

(b) (7)(C)

Jessica S. Benson
 Assistant General Counsel
 Pfizer Inc.
 New York, NY 10001

Date: March 6, 2024

(b) (7)(C)

Acting Regional Director
 OFCCP
 Northeast Region

Date: March 7, 2024

(b) (7)(C)

Compliance Officer
 OFCCP
 New York District Office

Date: March 7, 2024

(b) (7)(C)

Rubayyi Salaam
 District Director
 OFCCP
 New York District Office

Date: March 7, 2024