

U.S. Department of Labor

Office of Federal Contract Compliance Programs
Boston District Office
JFK Federal Building
15 New Sudbury Street, Room: E-235
Boston, MA 02203



**CONCILIATION AGREEMENT
BETWEEN
THE U.S. DEPARTMENT OF LABOR
OFFICE OF FEDERAL CONTRACT COMPLIANCE PROGRAMS
AND
AMGEN, INC.
40 TECHNOLOGY WAY
WEST GREENWICH, RI 02817**

OFCCP COMPLAINT NO. I00196154

PART I: PRELIMINARY STATEMENT

On June 25, 2015, the Office of Federal Contract Compliance Programs ("OFCCP") initiated an investigation of the allegations of discrimination based on disability made in the complaint of (b) (6), (b) (7)(C) filed on April 24, 2015. OFCCP investigated the Amgen, Inc. establishment located at 40 Technology Way, West Greenwich, RI 02817 ("Amgen") and found that Amgen was not in compliance with Section 503 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 793 ("Section 503"); its implementing regulations at 41 CFR Chapter 60-741; and the Americans with Disabilities Act of 1990, as amended ("the ADA"). OFCCP notified Amgen of the violations found and the corrective actions required in a Notification of Results of Investigation issued on September 29, 2017. In the interest of resolving the violations without engaging in further legal proceedings and in exchange for the good and valuable consideration described in this document, OFCCP and Amgen enter this Conciliation Agreement ("Agreement") and agree to all the terms stated below.

PART II: GENERAL TERMS AND CONDITIONS

1. In exchange for Amgen's fulfillment of all obligations in Parts III and IV of the Agreement, OFCCP agrees not to institute administrative or judicial enforcement proceedings under Section 503, based on the violations described in more detail in Part III below. Notwithstanding, OFCCP has the right to initiate legal proceedings to enforce the Agreement itself or to correct and obtain relief for the violations described in Part III if Amgen violates this Agreement. Nothing in this Agreement precludes OFCCP from initiating enforcement proceedings based on future compliance evaluations or complaint investigations.
2. Amgen agrees that OFCCP may review compliance with this Agreement. As part of such review, OFCCP may require written reports, inspect the premises, interview witnesses, and examine and copy documents. Amgen will permit access to its premises during normal business hours for these purposes and will provide OFCCP with all reports and documents requested.

3. Amgen understands that nothing in this Agreement relieves Amgen of its obligation to fully comply with the requirements of E.O. 11246, Section 503, VEVRAA, their implementing regulations, and other applicable equal employment laws.
4. Amgen promises not to harass, intimidate, threaten, discriminate, or otherwise retaliate against any individual because the individual: benefits from this Agreement, files a complaint or participates in any investigation or proceeding under E.O. 11246, Section 503, and/or VEVRAA, or engages in any activity listed at 41 C.F.R. § 60-1.32(a).
5. The parties understand the terms of this Agreement and enter into it voluntarily.
6. This document and its attachments contain the complete and final understanding of the parties with respect to the matters referenced herein. This Agreement contains all terms by which the parties are bound, and it supersedes all prior written or oral negotiations and agreements. There will be no modifications or amendments to this Agreement without those modifications being in writing and signed by all parties.
7. If one or more provisions of this Agreement are rendered unlawful or unenforceable, the remaining provisions will remain in full force and effect.
8. This Agreement will become effective on the date it is signed by the Regional Director of the Northeast Region (the "Effective Date").
9. This Agreement will expire sixty (60) days after Amgen submits the final report required in Part IV below, unless OFCCP notifies Amgen in writing prior to the expiration date that Amgen has not fulfilled all of its obligations under the Agreement, in which case, the Agreement is automatically extended until the date that OFCCP determines Amgen has met all of its obligations under the Agreement.
10. If Amgen violates this Conciliation Agreement,
 - A. The procedures set forth at 41 C.F.R. § 60-1.34 will govern:
 - 1) If OFCCP believes that Amgen violated any term of the Agreement while it was in effect, OFCCP will send Amgen a written notice stating the alleged violations and summarizing any of its supporting evidence.
 - 2) Amgen will have 15 days from receipt of such notice to demonstrate in writing that it has not violated the Conciliation Agreement, unless such a delay would result in irreparable injury to the employment rights of affected employees or applicants.
 - 3) If Amgen is unable to demonstrate that it has not violated the Agreement, or if OFCCP alleges irreparable injury, enforcement proceedings may be initiated immediately without issuing a show cause notice or proceeding through any other requirement.

- 4) OFCCP may seek enforcement of this Agreement itself and is not required to present proof of any underlying violations resolved by this Agreement.
- B. Amgen may be subject to the sanctions set forth in 41 C.F.R. § 60-741.66 and/or other appropriate relief for violation of this Agreement.
11. This Agreement does not constitute an admission by Amgen of any violation of E.O. 11246, Section 503, VEVRAA, or other laws, nor has there been an adjudicated finding that Amgen violated any laws.

PART III: SPECIFIC PROVISIONS

1. **VIOLATION:** OFCCP determined that Amgen discriminated against (b) (6), (b) (7)(C) an individual with a disability within the meaning of Section 503, the regulations at 41 CFR Part 60-741, and the ADA. Specifically, OFCCP's analysis of Amgen's employment records, employee and management interviews, and documentation submitted by Amgen and the Complainant revealed there is reasonable cause to believe that Amgen wrongfully terminated (b) (6), (b) (7)(C) violating the equal opportunity provisions of Section 503 at 41 CFR § 60-741.21(a).

REMEDY: Amgen will pay a total monetary settlement of \$283,701.33 (\$155,725.35 in back pay, \$37,964.98 in benefits, \$15,011 in interest, and \$75,000 in lieu of reinstatement) to the Complainant, (b) (6), (b) (7)(C) less legal deductions required by law from back pay only (such as federal, state and/or local taxes and share of FICA taxes).

Within 30 calendar days of the Effective Date of this Agreement, Amgen will mail certified checks to (b) (6), (b) (7)(C) at (b) (6), (b) (7)(C) most current address.

2. **VIOLATION:** Amgen did not provide a reasonable accommodation to the Complainant, (b) (6), (b) (7)(C) during the reassignment process (b) (6), (b) (7)(C) entered once it became clear that (b) (6), (b) (7)(C) could not return to the Manufacturing Associate position. This is in violation of 41 CFR § 60-741.21(f).

REMEDY: On 01/31/2018, Amgen provided training to the employees or consultants who are responsible for the reassignment process, including but not limited to Human Resources staff, Occupational Health staff, supervisors and managers – but only to the extent that they are involved with the administration or implementation of the reassignment policy and process. Specifically, Amgen provided training on: 1) the reassignment policy and process; and 2) the reasonable accommodation process within the reassignment process.

FUTURE CONDUCT: Amgen will not repeat the above violations.

PART IV: REPORTS REQUIRED

In order for OFCCP to monitor Amgen's progress towards fulfilling the provisions of this Agreement, Amgen will submit the specific report identified below.

Amgen will send the report to:

U. S. Department of Labor
Office of Federal Contract Compliance Programs
Boston District Office
JFK Federal Building, Room E-235
Boston, MA 02203
ATTN: (b) (6), (b) (7)(C) Compliance Officer

1. Within 30 days from the date of the Regional Director's signature, Amgen will submit:
 - a) Documentation of the payment made to the Complainant, (b) (6), (b) (7)(C) The documentation must include, but not be limited to: 1) the number and the amount of the checks sent to (b) (6), (b) (7)(C) and 2) date the checks cleared the bank, or copies of the canceled checks.

Amgen shall retain all records pertinent to the resolution of the matter represented by this Conciliation Agreement and the documentation submitted under it (including the underlying data/information upon which the submissions were based) until the expiration date of this Conciliation Agreement or consistent with regulatory timeframes, whichever is later.

PART V: SIGNATURES

Personal Warranty Clause

The person signing this Conciliation Agreement on behalf of Amgen, Inc. personally warrants that she is fully authorized to do so, that Amgen, Inc. entered into this Conciliation Agreement voluntarily and with full knowledge of the effect thereof, and that execution of this Agreement is fully binding on Amgen, Inc. This Conciliation Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and Amgen, Inc.

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

Tia Bush
VP, Site Operations
Amgen Rhode Island
Amgen, Inc.

3/1/18

Date

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

Mandi B. Costa
Assistant District Director
Boston District Office
OFCCP-Northeast Region

3/5/18

Date

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

Diana Sen
Regional Director
OFCCP-Northeast Region

3/5/18

Date

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

Am
Compliance Officer
Boston District Office
OFCCP-Northeast Region

3/5/18

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

Rhonda Aubin-Smith
District Director
Boston District Office
OFCCP-Northeast Region

3/5/18

Date