

U.S. Department of Labor

Office of Federal Contract Compliance Programs
Hartford District Office
WM. R. Cotter Federal Building
135 High Street, Room: 219
Hartford, CT 06103



Conciliation Agreement
Between the U.S. Department of Labor
Office of Federal Contract Compliance Programs
and
C.R. Bard Inc.
289 Bay Road
Glens Falls, NY 12804
OFCCP Case #R00204714

PART I: General Provisions

1. This Agreement is between the Office of Federal Contract Compliance Programs (hereinafter OFCCP) and C.R. Bard Inc, 289 Bay Road Glens Falls, NY 12804.
2. The violations identified in this Agreement were found during a compliance review of C.R. Bard Inc. which began on August 29, 2017 and they were specified in a Notice of Violations issued November 19, 2018. OFCCP alleges that C.R. Bard Inc. has violated implementing regulations at 41 CFR Chapter 60 due to the specific violations cited in Part II below.
3. The provisions of this Agreement will become part of C.R. Bard Inc. AAP. Subject to the performance by C.R. Bard Inc. of all promises and representations contained herein and in its AAP, all named violations in regard to the compliance of C.R. Bard Inc. with all OFCCP programs will be deemed resolved. However, C.R. Bard Inc. is advised that the commitments contained in this Agreement do not preclude future determinations of non-compliance based on a finding that the commitments are not sufficient to achieve compliance.
4. C.R. Bard Inc. 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, as may be relevant to the matter under investigation and pertinent to C.R. Bard Inc.'s compliance. C.R. Bard Inc. shall permit access to its premises during normal business hours for these purposes.
5. Nothing is intended to relieve C.R. Bard Inc. from its obligation to comply with the requirements of Executive Order 11246, as amended; Section 503 of the Rehabilitation Act of 1973, as amended; the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended (38 U.S.C. 4212); and implementing regulations, or any other equal employment statute or executive order or its implementing regulations.
6. C.R. Bard Inc. agrees that there will be no retaliation of any kind against any beneficiary of this Agreement or against any person who has provided information or assistance, or who files a complaint, or who participates in any manner in any proceedings under Executive Order 11246, as amended; Section 503 of the Rehabilitation Act of 1973, as amended; and/or the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended (38 U.S.C. 4212).

7. This Agreement will be deemed to have been accepted by the Government on the date of signature by the District Director for OFCCP, unless the Regional Director or Deputy Assistant Secretary, OFCCP, indicates otherwise within 45 days of the District Director's signature of this Agreement.
8. If at any time in the future, OFCCP believes that C.R. Bard Inc. has violated any portion of this Agreement during the term of this Agreement, C.R. Bard Inc. will be promptly notified of that fact in writing. This notification will include a statement of the facts and circumstances relied upon in forming that belief. In addition, the notification will provide C.R. Bard Inc. with 15 days from receipt of the notification to respond in writing, except where OFCCP alleges that such a delay would result in irreparable injury.

Enforcement proceedings for violation of this Agreement may be initiated at any time after the 15-day period has elapsed (or sooner, if irreparable injury is alleged) without issuing a Show Cause Notice.

Where OFCCP believes that C.R. Bard Inc. has violated this Conciliation Agreement, OFCCP may seek enforcement of this Agreement itself and shall not be required to present proof of the underlying violations resolved by this Agreement.

Liability for violation of this Agreement may subject C.R. Bard Inc. to sanctions set forth in Section 209 of the Executive Order, 41 CFR 60-300.66, 41 CFR 60-741.66 and/or other appropriate relief.

PART II: Specific Provisions

1. VIOLATION: During the prior AAP period of 4/1/2016 through 3/31/2017, C.R. Bard Inc. failed to keep and preserve all personnel and employment records in accordance with the requirements of 41 CFR 60-3.4. Specifically, C.R. Bard Inc. failed to maintain and have available for inspection records or other information which will disclose the impact which its test and other selection procedures have upon employment opportunities.

Remedy: C.R. Bard Inc. must collect, maintain and preserve all personnel and employment records relied upon in making its employment decisions for a period of not less than two years from the date of the making of the record or the personnel action involved, whichever comes later.

2. VIOLATION: During the prior AAP period of 4/1/2016 through 3/31/2017, C.R. Bard Inc. failed to keep and preserve all personnel and employment records in accordance with the requirements of 41 CFR 60-1.12(a) and 41 CFR 60-3. Specifically, C.R. Bard Inc. failed to document and maintain accurate records pertaining to applications, and where possible, the gender, race or ethnicity of applicants for employment.

Remedy: C.R. Bard Inc. must collect, maintain and preserve all personnel and employment records relied upon in making its employment decisions for a period of not less than two years from the date of the making of the record or the personnel action involved, whichever comes later.

Future Conduct: C.R. Bard Inc. will not repeat the above violation(s).

PART III: Reporting Requirements

1. C.R. Bard Inc. agrees to retain records pertinent to the violations cited in Part II above, and to the reports submitted in compliance with Paragraph 2, below. These records shall include data and information underlying the required reports, specifically, but not limited to all applications and personnel records. The records will be retained until the expiration of this Agreement or consistent with regulatory requirements, whichever is later.
2. C.R. Bard Inc. agrees to furnish the OFCCP, Hartford District Office, William R. Cotter Federal Building, 135 High Street, Room 219, Hartford, CT 06103 with the following reports:

The first report will cover the period April 1, 2018 through March 31, 2019 and shall be due in the Hartford District Office on June 1, 2019 and must contain the following:

Pursuant to Violation #1- 2:

For the Operatives job group we need the total number of applicants by race and gender, total number of hires by race and gender, date of application for each applicant, date of hire for each applicant, and job title hired into and provide electronically all applicants applications, and/ or resumes. Additionally, provide the disposition of each applicant.

The second report will cover the period April 1, 2019 through March 31, 2020 and shall be due in the Hartford District Office on June 1, 2020.

The second report must contain the reporting requirements listed above.

Termination Date: This conciliation Agreement shall remain in effect until the review and acceptance by OFCCP of C.R. Bard Inc.'s final report.

Integration Clause: This Agreement represents the full Agreement between C.R. Bard Inc. and OFCCP and this Agreement supersedes any other agreements, oral or written. In signing this Agreement, neither C.R. Bard Inc. nor OFCCP relies upon any promise, representation of fact or law, or other inducement that is not expressed in this Agreement. This Agreement may be modified only by written agreement of the parties affected and may not be modified by any oral agreement.

PART IV: Signatures

The person signing this Conciliation Agreement on behalf of C.R. Bard Inc. personally warrants that he is fully authorized to do so, that C.R. Bard 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 C.R. Bard Inc. . This Conciliation Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and C.R. Bard Inc.

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

Mr. John Alan Weiler
Plant Manager
C.R. Bard Inc.

DATE: 1/22/2019

(b) (6), (b) (7)(E)

Compliance Officer
Hartford District Office

DATE: 1/25/19

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

Tracey Mills
Assistant District Director
Hartford District Office

DATE: 1/25/19

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

Mary Ellen Bentivogli
District Director
Hartford and Buffalo Offices

DATE: 1/25/19