

Conciliation Agreement

Between

THE U.S. DEPARTMENT OF LABOR

OFFICE OF FEDERAL CONTRACT COMPLIANCE PROGRAMS

And

HOSPIRA, INC.
1776 NORTH CENTENNIAL DRIVE
MCIPHERSON, KANSAS 67460

PART I: PRELIMINARY STATEMENT

The Office of Federal Contract Compliance Programs ("OFCCP") evaluated Hospira's facility located at 1776 N. Centennial Drive, McPherson, Kansas ("Hospira") and found that Hospira was not in compliance with Executive Order 11246, as amended ("E. O. 11246"), and its implementing regulations at 41 C.F.R. Section 60-1, 60-2 and 60-3. OFCCP notified Hospira of the specific violations found and the corrective actions required in a Notice of Violations issued on March 13, 2015. 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 Hospira enter this contract ("Conciliation Agreement" or "Agreement") and agree to all the terms stated below.

The use of the term "Hospira" throughout this Agreement is limited to the McPherson, Kansas facility referenced above.

PART II. GENERAL TERMS AND CONDITIONS

1. In exchange for Hospira's fulfillment of all obligations in Parts III and IV of the Agreement, OFCCP agrees not to institute administrative or judicial enforcement proceedings under E. O. 11246 based on the violations described in more detail in Part III below. However, 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 Hospira violates this Agreement. Nothing in this Agreement precludes OFCCP from initiating enforcement proceedings based on future compliance evaluations or complaint investigations.
2. Hospira agrees that OFCCP may review its compliance with this Agreement. As part of such review, OFCCP may require written reports, inspect the premises, interview witnesses, and examine and copy documents. Hospira will permit access

to its premises during normal business hours for these purposes and will provide OFCCP with all reports and documents requested.

3. Hospira understands that nothing in this Agreement relieves Hospira of its obligation to fully comply with the requirements of E.O. 11246, its implementing regulations, and other applicable equal employment laws.
4. Hospira 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 investigations or proceedings 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 unless they are 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 effect.
8. This Agreement becomes effective on the day it is signed by the Regional Director of the Midwest Region (the "Effective Date") unless the Director of OFCCP indicates otherwise within 45 days of the date the Regional Director signs the Agreement.
9. This Agreement will expire sixty (60) days after Hospira submits the final progress report required in Part IV 1(D) below, unless OFCCP notifies Hospira in writing prior to the expiration date that Hospira has not fulfilled its obligations under this Agreement, in which case the Agreement is automatically extended until the date that OFCCP determines Hospira has met all of its obligations under this Agreement.
10. If Hospira violates this Conciliation Agreement:
 - A. The procedures set forth at 41 C.F.R. § 60-1.34 will govern:
 - 1) If OFCCP believes that Hospira violated any term of the Agreement while it was in effect, OFCCP will send Hospira a written notice stating the alleged violation(s) and summarizing any supporting evidence.

2) Hospira will have 30 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 Hospira 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 proceedings 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. Hospira may be subject to the sanctions set forth in Section 209 of E. O. 11246 and /or other appropriate relief for violation(s) of this Agreement.

11. This Agreement does not constitute an admission by Hospira of any violation of E.O. 11246, Section 503, VEVRAA, or other laws, nor has there been an adjudicated finding that Hospira violated any laws.

PART III: SPECIFIC VIOLATIONS AND REMEDIES

1. HIRING DISCRIMINATION

A. STATEMENT OF VIOLATION. OFCCP alleges that Hospira is not in compliance with the nondiscrimination requirements of the equal opportunity clause of E.O. 11246 § 202 and 41 C.F.R. § 60-1.4(a)(1). OFCCP's analysis of Hospira's hiring process and selection procedures revealed that during the period of January 1, 2012 through December 31, 2012 ("review period"), there was a statistically significant disparity against Females in the hiring of Pharmaceutical Attendant positions based on Gender.

OFCCP's analysis of the applicant and hiring data allegedly demonstrates that Hospira's selection process had an adverse impact on the hiring of Female applicants for Pharmaceutical Attendant positions. Of [REDACTED] Female applicants, [REDACTED] or [REDACTED] (%) Female applicants were hired, whereas of [REDACTED] Male applicants, [REDACTED] or [REDACTED] (%) Male applicants were hired. This resulted in a hiring shortfall of 11 Females and a disparity that was statistically significant at [REDACTED] standard deviations.

B. OFCCP'S SPECIFIC FINDINGS. To further investigate the issue, OFCCP requested data from Hospira for each step in the selection process, to include

copies of all documents (applications, resumes, talent profiles, EEO self-ID forms, screening data, e-mails from human resources' business partners to hiring managers, interview forms and notes), used in the selection process. Although required at 41 CFR § 60-1.12(a), Hospira did not maintain complete documentation or information on applicants at each step in the employment process. As described, there are distinct steps in the selection process; however, Hospira could not provide documentation to show which applicant received a telephone interview, was interviewed in-person or by which hiring manager, or was sent the link for the online application. Hospira could not provide documentation to show the distinct steps in the selection process.

C. REMEDY FOR AFFECTED CLASS:

- 1) Notice. Within seventy-five (75) calendar days of the Effective Date of this Agreement, Hospira must notify the Affected Class Members listed in Attachment A of the terms of this Agreement by mailing by first class mail to each individual in the affected class the: Notice to Affected Class (Attachment B, "Notice"), Information Verification & Employment Interest Form (Attachment C, "Interest Form"), and postage paid return envelope. Hospira will notify OFCCP of all letters returned as undeliverable within twenty-one (21) days after the response deadline. In addition, within 21 calendar days after expiration of the response deadline set out in the Interest Form, Hospira will provide OFCCP with a list of the Affected Class Members who have not yet responded to the Notice and/or have not returned a signed Interest Form. OFCCP will then attempt to obtain and provide updated address information to Hospira within thirty (30) calendar days of receiving the list from Hospira. Hospira agrees to send by certified mail, return receipt requested and regular mail, a second Notice, Interest Form, and postage paid return envelope to all individuals for whom updated addresses were obtained within thirty (30) calendar days of receiving the updated addresses.
- 2) Eligibility. Members of the Affected Class (listed on Attachment A) who sign and return the Interest Form to Hospira within sixty (60) calendar days of the postmarked date on the envelope containing the first or second Notice and Interest Form ("Eligible Class Members") will receive a share of the monetary settlement and, if indicating an interest in employment, will be eligible to be considered for a job pursuant to this Agreement. If an individual receives, but does not return the Interest Form to Hospira within 60 calendar days of the postmarked date on the envelope containing the first or second Notice and Interest Form, she will no longer be entitled to payment or consideration for a job under this Agreement.

Within twenty-one (21) calendar days after the response deadline set out in the Interest Form, Hospira will provide OFCCP with a list of the Eligible Class Members (individuals who returned the Interest Form by the deadline). Within fifteen (15) calendar days after receiving the list, OFCCP will approve the final list of Eligible Class Members or discuss with Hospira any issues necessary to finalize the list, such as the inclusion or exclusion of certain individuals.

All Eligible Class Members are entitled to their share of the monetary settlement regardless of whether they are interested in employment with Hospira.

- 3) Monetary Settlement. Hospira agrees to distribute \$400,000.00 (\$376,000.00 in back pay and \$23,600.00 in interest), less legal tax withholding required by law from back pay only (such as federal, state and/or local taxes and Eligible Class Members' share of FICA taxes), in equal shares, among all Eligible Class Members on the final approved list. Hospira will pay the Internal Revenue Service ("IRS") the employer's share of social security withholdings and will mail each Eligible Class Member an IRS W-2 Form reporting the portion of the payment representing back pay and an IRS Form 1099 for the portion of the payment representing interest. These IRS forms will be mailed at the end of the year 2016. Hospira will disburse the monetary settlement within thirty (30) calendar days after OFCCP approves the final list of Eligible Class Members.

Within fifteen (15) calendar days of Hospira's receipt of a check to an Eligible Class Member returned as undeliverable, Hospira will notify OFCCP of this fact via e-mail sent to (b) (7) (e) at (b) (7) (e) @dol.gov and Maxine Manus at manus.maxine@dol.gov. OFCCP will attempt to locate the Eligible Class Member, and if OFCCP obtains an alternate address, Hospira will re-mail the check within thirty (30) calendar days of receiving an alternate or corrected address. Any check that remains uncashed 120 days after the initial date the check was mailed to the Eligible Class Member will be void. With respect to any uncashed funds, Hospira will make a second distribution to all Eligible Class Members who cashed their first check. Each Eligible Class Member who cashed the first check will be entitled to an equal share of the uncashed funds. The checks containing the second distribution must be mailed within 140 calendar days after the checks for the first distribution were mailed. Following the second distribution, Hospira will retain any uncashed funds in an account to be used exclusively for advancement of its affirmative action and equal opportunity programs.

- 4) Employment. As positions become available, Hospira will consider currently qualified Eligible Class Members, not currently employed by Hospira¹ who express interest in employment with Hospira until eleven (11) Eligible Class Members are hired as Pharmaceutical Attendants or until the list of Eligible Class Members expressing an interest in employment is exhausted, whichever occurs first. Eligible Class Members will be considered in the order that Hospira receives their Interest Forms. If Hospira receives more than one response on any given day, those Eligible Class Members will be considered for employment based on the date of their original application, and if the application date is identical then consideration will be based on the alphabetical order of the surnames. Hospira must initiate its hiring of Eligible Class Members within 60 days of the Effective Date of this Agreement and must complete its hiring obligations under this section within 12 months of the Effective Date of this Agreement. If Hospira is not able to hire 11 Eligible Class Members or exhaust the list of Eligible Class Members expressing an interest in employment within 12 months, OFCCP may extend the term of this Agreement for up to 24 months from the date of execution or until Hospira satisfies its hiring requirement(s), whichever occurs first.

Hospira's obligation to hire eleven (11) members of the Eligible Class will be reduced by the number of Eligible Class Members hired into the Pharmaceutical Attendant position prior to the Effective Date of this Agreement. Those Eligible Class Members hired prior to the effective date of this Agreement are still eligible for the monetary settlement.

Eligible Class Members will be allowed at least two weeks to report for work after receiving a written job offer from Hospira. The Eligible Class Members hired into Pharmaceutical Attendant positions pursuant to this Agreement must be paid the current salary of \$18.75 per hour, and must be provided the same benefits and opportunity to earn overtime and shift differentials as other Pharmaceutical Attendant employees.

In addition, all Eligible Class Members hired must receive retroactive seniority using the date that is sixty (60) calendar days after the date of their original application as their hire date for all purposes, including job retention, job bidding, and benefits. For purposes of job bidding and promotion opportunities, Eligible Class Member must have the requisite training to meet eligibility requirements and will not be considered for positions based solely on seniority date. Eligible Class Members will have the same opportunity for training as

¹ It is Hospira's policy that former employees are not eligible for rehire.

current Pharmaceutical Attendants who have the same duration of time actually in the position.

- D. **NON-MONETARY REMEDIES.** Hospira will ensure that all applicants are afforded equal employment opportunities. Hospira agrees that it will not use any selection procedures, practices, and/or policies which negatively affected the hiring of Female applicants for Pharmaceutical Attendant positions. Hospira agrees to implement the corrective actions detailed below.

1) Hiring Process

(a) Eliminate Discriminatory Selection Procedures: Hospira agrees to comply with all OFCCP regulations concerning selection procedures, including 41 C.F.R Part 60-3. Hospira will not use any selection procedure that has an adverse impact, as defined in 41 C.F.R. § 60-3.4D, on female applicants unless it complies with these regulations which are referenced above.

(b) Review and Revisions Required: Hospira will review the practices, policies and procedures it uses to select applicants for Pharmaceutical Attendant positions. Specifically, Hospira will ensure that its practices and policies include:

- i. a job description and selection process for Pharmaceutical Attendant positions which describes the essential functions; the minimum qualifications including required skills; and the criteria used in each step of the hiring process, including any application screens, interviews, credit checks, review of criminal history, reference checks, testing, or other selection procedures;
- ii. specific, job-related qualification standards for Pharmaceutical Attendant positions that reflect the duties, functions, and competencies of the position to minimize the potential for sex stereotyping or other unlawful discrimination;
- iii. policies and qualification standards that are uniformly applied to all applicants; and
- iv. recruiting materials and job postings to list clearly the minimum qualifications, including required skills and certifications.

(c) Recordkeeping and Retention: Hospira will ensure that applicants are tracked and decisions are documented at each step in the hiring process.

Hospira will also ensure that records are retained in accordance with 41 C.F.R. § 60-1.12(a) and Part 60-3.

(d) Training: Within one hundred twenty (120) calendar days of the Effective Date of this Agreement, Hospira must implement training for all individuals involved in recruiting, selecting, or tracking of applicants for Pharmaceutical Attendant positions on its Hiring Process. The training will include instruction in: the proper implementation of the recruitment, tracking, and selection procedures; neutral application of the specified basic and preferred 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 in accordance with 41 C.F.R. § 60-1.12(a) and Part 60-3. Hospira will meet with management and all individuals responsible for the selection process and review its equal employment obligations and nondiscrimination policies related to hiring. Specific attention will be directed to ensure that Female applicants, who benefit from the provisions of this Agreement, are not retaliated against.

(e) Monitoring: Hospira agrees to monitor selection rates at each step of its selection process for the Pharmaceutical Attendant positions. Where 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, Hospira will eliminate the procedure, choose an alternative procedure, or validate the procedure in accordance with the UGESP codified at 41 C.F.R. Part 60-3. Hospira agrees to maintain and, if requested by OFCCP during the term of this Agreement, to make available to OFCCP records concerning the impact of the selection process for the Pharmaceutical Attendant position at the McPherson, Kansas facility. This includes the number of persons hired by sex, the number of applicants who applied by sex, 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.

2. RECORDKEEPING VIOLATION

- A. **STATEMENT OF VIOLATION.** Hospira allegedly failed to preserve personnel and employment records for a period of not less than two years from the date of a) making the record or b) the personnel action involved, whichever occurred later in violation of 41 C.F.R. § 60-1.12(a).
- B. **OFCCP'S SPECIFIC FINDINGS.** Specifically, during the review period, OFCCP alleges that Hospira failed to preserve interview notes, Interview Summary Forms, e-mails from human resources' business partners to hiring managers, and other

records created for all applicants that were considered for vacancies in the Pharmaceutical Attendant position.

- C. **REMEDY.** Hospira will ensure that its records are collected and maintained in accordance with the requirements of 41 C.F.R. § 60-1.12(a). Hospira will maintain records in hard copy format, including but not limited to, all expressions of interest through the internet or related electronic data technologies, records related to internal and/or external databases, physical and online applications, testing materials, and interview records, for a period of not less than two years from the date of the making of the record or the personnel action involved, whichever occurs later.

3. AFFIRMATIVE ACTION PROGRAM VIOLATION

- A. **STATEMENT OF VIOLATION.** Hospira allegedly failed to evaluate personnel activity by not properly utilizing its applicant tracking system to determine whether there were selection disparities, in violation of 41 C.F.R. § 60-2.17(b)(2).
- B. **OFCCP'S SPECIFIC FINDINGS.** Specifically, OFCCP alleges that Hospira failed to properly utilize its applicant tracking system for hires that allowed Hospira to analyze the pool of applicants for a) Affirmative action purposes to monitor whether the process is yielding an adequate pool of qualified minority applicants; b) Non-discrimination purposes to monitor for disparate treatment or unlawful adverse impact in the selection.
- C. **REMEDY.** Hospira will ensure that its applicant tracking system for hires is properly utilized in order to allow Hospira to analyze the pool of applicants for: a) Affirmative action purposes to monitor whether the process is yielding an adequate pool of qualified minority applicants; b) Non-discrimination purposes to monitor for disparate treatment or unlawful adverse impact in the selection process.

4. AFFIRMATIVE ACTION PROGRAM VIOLATION

- A. **STATEMENT OF VIOLATIONS.** Hospira allegedly failed to perform an in-depth analysis of its total employment process to determine where impediments to equal employment opportunity exist as well as measure the effectiveness of its affirmative action program, in violation of 41 C.F.R. § 60-2.17(b).
- B. **OFCCP'S SPECIFIC FINDINGS.** OFCCP alleges that Hospira failed to analyze its personnel activity (applicant flow, hires, terminations, promotions, and other personnel actions) to determine whether there were selection disparities and to determine the effectiveness of its Affirmative Action Program.

- C. **REMEDY.** Hospira will perform in-depth analysis of its total employment process to determine whether and where impediments to equal employment opportunity exist. Hospira will evaluate:

- 1) the workforce by organizational unit and job group to determine whether there are problems of female utilization, or of female distribution;
- 2) personnel activity (specifically applicant flow, hires, terminations, promotions, and other personnel actions) to determine whether there are selection disparities;
- 3) compensation system(s) to determine whether there are gender-, race, or ethnicity-based disparities; and
- 4) selection, recruitment, referral, and other personnel procedures to determine whether they resulted in disparities in the employment or advancement of women.

Additionally, Hospira will perform these analyses annually and incorporate these analyses and determinations into its AAPs (in accordance with 41 CFR 60-2.17) developed during the effective dates of this Agreement.

5. AFFIRMATIVE ACTION PROGRAM VIOLATION

- A. **STATEMENT OF VIOLATION.** Hospira allegedly failed to execute action-oriented programs designed to correct any problem areas identified, and to audit their results, in violation of 41 C.F.R. § 60-2.17(c)
- B. **OFCCP'S SPECIFIC FINDINGS.** Specifically, OFCCP alleges that Hospira failed to demonstrate that it made good faith efforts to identify and remove barriers, expand employment opportunities, and produce measureable results.
- C. **REMEDY.** Hospira will execute action-oriented programs designed to correct all problem areas identified. Hospira will demonstrate that it has made good faith efforts to remove identified barriers and expand employment opportunities for qualified women. Hospira will preserve all documentation it makes or keeps in either electronic or hard copy format to audit the progress of Hospira's AAPs and to demonstrate Hospira's good faith efforts. Hospira will incorporate these analyses and determinations into Hospira's now-current AAPs. Hospira will perform these analyses and up-date these action-oriented programs annually and incorporate them into Hospira's AAPs developed during the effective dates of this Agreement.

6. AFFIRMATIVE ACTION PROGRAM VIOLATION

- A. **STATEMENT OF VIOLATION.** OFCCP alleges that Hospira failed to implement its auditing system that periodically measures the effectiveness of its total AAPs, in violation of 41 C.F.R § 60-2.17(d).
- B. **OFCCP'S SPECIFIC FINDINGS:** Specifically, OFCCP alleges that Hospira did not analyze its applicant data or selection process to measure the impact of its selection decisions on Female applicants.
- C. **REMEDY:** Hospira will implement its auditing system that periodically measures the effectiveness of its total affirmative action program as required by 41 C.F.R. § 60-2.17(d).

PART IV: Reporting

- 1. Hospira must submit the documents and reports described below to: Maxine Manus, District Director of OFCCP, 2300 Main, Suite 1030, Kansas City, Missouri 64108.
 - A. Within 120 calendar days of the Effective Date of this Agreement, Hospira must submit a written certification that OFCCP compliant hiring processes have been reviewed and revised, as necessary. Hospira will provide relevant documentation evidencing its processes as required by 41 CFR 60-2.17(b).
 - B. Within 140 calendar days of the Effective Date of this Agreement, Hospira must submit documentation that all managers, supervisors, and other personnel involved in recruiting, selecting, or tracking applicants for Pharmaceutical Attendant positions have been trained on its 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.
 - C. Within the prescribed timeframes, Hospira must submit all documents and information referenced in sections Part III 1.C.
 - D. For a period of 12 months, unless extended per Part III.1.C.4., Hospira must submit a progress report covering each six month period this Agreement is in effect. The first progress report will be due seven months after the Effective date of this Agreement and must cover the first six- month period beginning with the Effective Date. Each subsequent report must cover the successive six-month period, and must be submitted within 30 calendar days after the close of that six-month period. Hospira will submit the following in each progress report:

- 1) Documentation of monetary payments to all Eligible Class Members as specified in section Part III I.C.3. The documentation must include the names of Eligible Class Members who were paid, and, for each Eligible Class Member, the number and the amount of the check, and the date the check cleared the bank. Hospira must provide OFCCP with copies of all canceled checks upon request;
 - 2) Documentation of specific hiring activity for Eligible Class Members who were hired as Pharmaceutical Attendants in accordance with this Agreement, including name, date of hire, job title hired into, rate of pay, and proof of retroactive seniority and benefits;
 - 3) For Eligible Class Members who were considered for employment but were not hired, Hospira will provide the reason for non-placement along with all relevant documentation (e.g., documentation that the Eligible Class Member declined a job offer);
 - 4) For Pharmaceutical Attendant positions, the breakdown by race, gender and ethnic group of applicants and hires by Hospira for Pharmaceutical Attendant positions employed by Hospira during the reporting period; including all temporary, part time, and seasonal workers (including external applicants currently employed by a staffing firm or employment agency);
 - 5) For Pharmaceutical Attendant positions, the results of Hospira's analysis as to whether its total selection process has adverse impact, as defined in 41 C.F.R. § 60-3.4D, on those members of groups set forth in 41 C.F.R. § 60-3.4B (for purposes of the adverse impact analysis, Hospira must combine the data for the current report with the data from the previous report(s) to analyze at least a 12-month period);
 - 6) For each case where the total selection process has an adverse impact, as defined in 41 C.F.R. § 60-3.4D, the results of Hospira's evaluation of the individual components of the selection process for adverse impact; and/ or
 - 7) The actions taken by Hospira upon determining that any component of the selection process has an adverse impact on members of groups set forth in section Part III above.
2. Hospira will retain all records and data pertinent to the violations resolved by this Agreement and/or used to prepare required reports until this Agreement expires or as long as required by OFCCP's regulations, whichever date occurs later (or "whichever time period is longer").

PART V: Signatures

This Conciliation Agreement is hereby executed by and between the OFCCP and Hospira.

(b) (7) (c)

JONATHAN RUSHFORD
Vice President, Operations
Hospira
McPherson, Kansas

DATE: 30 Sept 15

(b) (7) (e)

Compliance Officer
Kansas City District Office
Midwest Region, OFCCP

DATE: 09/30/2015

(b) (7) (c)

MAXINE L. MANUS
District Director
Kansas City District Office
Midwest Region, OFCCP

DATE: 9/30/15

(b) (7) (c)

BRADLEY A. ANDERSON
Regional Director
Midwest Region, OFCCP

DATE: 9/30/2015

ATTACHMENT A
LIST OF AFFECTED FEMALE APPLICANTS

(b) (7) (c)



(b) (7) (c)

ATTACHMENT B

NOTICE TO AFFECTED CLASS

Dear HOSPIRA Applicant:

HOSPIRA 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") that OFCCP alleges to have discovered during a compliance review of HOSPIRA'S McPherson, Kansas facility. OFCCP's analysis of HOSPIRA's hiring process and selection procedures revealed a statistical disparity against Female applicants for Pharmaceutical Attendant positions during the period of January 1, 2012 through December 31, 2012 ("review period"). OFCCP found that there was a disparity in the hiring of Pharmaceutical Attendants based on gender. HOSPIRA has not admitted to any violation of E.O. 11246 and there has not been an adjudicated finding that HOSPIRA violated any laws. OFCCP and HOSPIRA entered into the Agreement to resolve the matter without resorting to further legal proceedings. You have been identified as an individual who applied for a Pharmaceutical Attendant position during that time period, but was not hired.

As part of this Agreement, you are eligible to receive a distribution of at least \$_____ less lawful tax withholdings. Under the terms of this Agreement, it may take up to ten months from the date of this letter before you receive your payment. In order to be eligible for a payment, you must complete, sign, and return the enclosed Information Verification & Employment Interest Form and the Release of Claims under Executive Order 11246 Form to the address below. This letter should be returned as soon as possible, but it must be returned to the following address no later than 60 days from the date of this letter for you to be entitled to participate in this settlement:

Mr. Daniel Curoe
Director Human Resources
Hospira
1776 North Centennial Drive
McPherson, Kansas 67460

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.

OFCCP recently launched the Class Member Locator (CML). The purpose of the CML is to identify applicants and/or workers who have been impacted by OFCCP's compliance evaluations and complaint investigations and who may be entitled to a portion of monetary relief and/or consideration for job placement. If you think you may be a female class member, please visit our website at: <http://www.dol.gov/ofccp/CML/index.htm>

In addition to the monetary distribution, HOSPIRA will be making job offers for Pharmaceutical Attendant positions 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 HOSPIRA, please check the appropriate box on the enclosed Information Verification and Employment Interest

Form. Those receiving this notice will be considered for Pharmaceutical Attendant positions in the order that HOSPIRA receives the Information Verification and Employment Interest Form expressing an interest in employment. All individuals hired pursuant to this Agreement will be provided with retroactive seniority for purposes of benefits.

If you have any questions, you may call Daniel Curoe at 620-245-6221 or OFCCP Compliance Officer (b) (7) (c). Your call will be returned as soon as possible.

IF YOU FAIL TO COMPLETE AND RETURN THE ENCLOSED DOCUMENTS TO HOSPIRA WITHIN 60 DAYS OF THE DATE OF THIS LETTER, YOU WILL NOT BE ELIGIBLE TO RECEIVE A PAYMENT OR TO BE CONSIDERED FOR A JOB OFFER.

Sincerely,

Mr. Daniel Curoe
Director Human Resources
Hospira, Inc.

☐ I hereby elect to receive a monetary payment out of the settlement and I am still interested in employment at Hospira.

☐ I hereby elect to receive a monetary payment out of the settlement, but I am not interested in applying for employment under this Agreement.

If you are still interested in employment as a Pharmaceutical Attendant, Hospira will send you an email with a link for you to complete an electronic application for employment when a position is available. If you are interested in employment but do not have an email address, Hospira will contact you at the phone number listed below and provide information on how you may complete an electronic employment application at the Hospira McPherson, Kansas facility.

Signature _____

Printed Name _____

Address _____

Telephone Number _____

Social Security Number _____

Date _____

Email Address _____

ATTACHMENT C

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 ("Agreement") between HOSPIRA 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 _____

Notify HOSPIRA at the address below if your address or phone number changes within the next twelve months.

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

For purposes of this settlement, it is necessary to verify your GENDER.

Male []

Female []

Please indicate below if you are currently interested in employment in a Pharmaceutical Attendant position with HOSPIRA. If you complete, sign, and return this Information Verification 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 HOSPIRA as a Pharmaceutical Attendant.

☐ No, I am not currently interested in employment with HOSPIRA as a Pharmacy Attendant.

IF YOU FAIL TO COMPLETE AND RETURN THE ENCLOSED DOCUMENTS TO HOSPIRA WITHIN 60 DAYS OF THE DATE OF THIS LETTER, YOU WILL NOT BE ELIGIBLE TO RECEIVE A PAYMENT OR TO BE CONSIDERED FOR A JOB OFFER.

Name Mr. Daniel Curoe, Director, HR

Address 1776 N. Centennial Dr., McPherson, KS 66460

I, _____, certify the above is true and correct.

Signature

Date