

Conciliation Agreement
Between the
U.S. Department of Labor Office of Federal Contract Compliance Programs
And
FISHER CONTROLS INTERNATIONAL LLC

I. Preliminary Statement

The Office of Federal Contract Compliance Programs (OFCCP) evaluated the Fisher Controls International LLC (Contractor) establishment located at 205 S. Center St, Marshalltown, IA 50158, beginning on May 18, 2021. OFCCP found that Contractor failed to comply with Executive Order 11246, as amended (E.O. 11246 or the Executive Order), Section 503 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 793 (Section 503), and/or the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. § 4212 (VEVRAA) and their respective implementing regulations at 41 C.F.R. 60-1, 41 C.F.R. 60-2, 41 C.F.R. 60-741, and 41 C.F.R. 60-300.

OFCCP notified Contractor of the specific violations and the corrective actions required in an Amended Show Cause Notice (ASCN) issued on May 25, 2023.

In the interest of resolving the violations without engaging in further legal proceedings and in exchange for sufficient and valuable consideration described in this document, OFCCP and Contractor enter into this Conciliation Agreement (Agreement), and the parties agree to all the terms therein.

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, Section 503, and/or VEVRAA based on the violation(s) alleged in the ASCN. 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 10, 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 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.

5. The parties understand the terms of this Agreement and enter into it voluntarily.
6. This Agreement 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.
7. This Agreement becomes effective on the day it is signed by the District Director (Effective Date).
8. If one or more provisions of this Agreement is deemed unlawful or unenforceable, the remaining provisions will remain in full force and effect.
9. This Agreement will expire sixty (60) days after Contractor submits its final progress report required in Section IV, 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.
10. If Contractor violates this Agreement:
 - a. The procedures at 41 C.F.R. 60-1.34, 41 C.F.R. 60-300.63 and 41 C.F.R. 60-741.63 will govern:
 - i. OFCCP will send Contractor a written notice stating the alleged violations and summarizing any supporting evidence.
 - ii. The 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's 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 the 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, 41 C.F.R. 60-741.66, or 41 C.F.R. 60-300.66, and/or other appropriate relief for violating this Agreement.

11. Contractor does not admit any violation of the Executive Order, Section 503 or VEVRAA, nor has there been an adjudication on the merits regarding any such violation.
12. OFCCP may seek enforcement of this Agreement itself and is not required to present proof of any underlying violations resolved by this Agreement.
13. 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.
14. Each party shall bear its own fees and expenses with respect to this matter.
15. 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.
16. 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. Technical Violations and Remedies

1. **VIOLATION:** During the period of March 1, 2020 to February 28, 2021, Fisher Controls failed to undertake appropriate outreach and positive recruitment activities that were reasonably designed to effectively recruit qualified protected veterans, failed to document these activities, failed to assess their effectiveness, and failed to document its review, in violation of 41 CFR 60-300.44(f). Specifically, Fisher Controls’ engaged in a single virtual event We Love STEM Day that was sourced from Women in STEM ERG as its outreach to protected veterans. The assessment of the event did not address whether the event attracted applicants or hires, had an impact on the hiring benchmark, and whether the activity increased Fisher Controls’ ability to increase protected veterans in the workforce. Additionally, the assessment of the event did not detail the effectiveness of the event, nor Fisher Controls’ efforts at the event. The assessment merely explained that the event was “revamped to be virtual”. Further outreach was performed by the corporate office but was not assessed.

REMEDY: Fisher Controls agrees to undertake appropriate external outreach and positive recruitment activities that are reasonably designed to effectively recruit qualified protected veterans, such as those described at 41 CFR 60–300.44(f)(2). Fisher Controls will annually review its outreach and recruitment activities, assess their effectiveness, and document this review, in accordance with 41 CFR 60–300.44(f)(3). Fisher Controls will document all activities it undertakes to comply with this section, in accordance with 41 CFR 60–300.44(f)(4).

To assist Fisher Controls in this effort, OFCCP has identified the following resource to be used congruently with other resources:

US Department of Veteran Affairs
Scott J. Silvey
Employment Coordinator
United States Department of Veterans Affairs
Vocational Rehabilitation Division
210 Walnut St, Des Moines, IA 50309

2. **VIOLATION:** During the period of March 1, 2020 to February 28, 2021, Fisher Controls failed to undertake appropriate outreach and positive recruitment activities that were reasonably designed to effectively recruit qualified individuals with disabilities, failed to document these activities, failed to assess their effectiveness, and failed to document its review, in violation of 41 CFR 60-741.44(f). Specifically, Fisher Controls engaged in two activities focused on outreach and recruitment to individuals with disabilities. The first was a charitable contribution, and the second a virtual event, We Love Stem Day, that was sourced from Women in STEM ERG. The assessment of each event did not address whether the event attracted qualified applicants, whether the event had an impact on Fisher Controls utilization analysis as it relates to individuals with disabilities, and whether the event was effective. The assessment of the charitable giving stated merely that a donation was made. The assessment of the virtual event explained that it had been “revamped to be virtual”. Further outreach was performed by the corporate office but was not assessed.

REMEDY: Fisher Controls agrees to undertake appropriate external outreach and positive recruitment activities that are reasonably designed to effectively recruit qualified individuals with disabilities, such as those described at 41 CFR 60–741.44(f)(2). Fisher Controls will annually review its outreach and recruitment activities, assess their effectiveness, and document this review, in accordance with 41 CFR 60–741.44(f)(3). Fisher Controls will document all activities it undertakes to comply with this section, in accordance with 41 CFR 60–741.44(f)(4).

To assist Fisher Controls in this effort, OFCCP has identified the following resource to be used congruently with other resources:

Iowa Vocational Rehabilitation
Rhonda Draisey
Rehabilitation Counselor
Marshalltown Service Unit
101 Iowa Avenue West, Suite 200
Marshalltown, Iowa 50158

2. **VIOLATION:** Fisher Controls failed to submit its current Executive Order 11246 Affirmative Action Program (AAP) prepared in accordance with the requirements of 41 CFR 60-1.40 and 60-2.1 through 60-2.17. Specifically, Fisher Controls failed to submit its AAP covering Executive Order 11246 in response to OFCCP scheduling letter of May 13, 2021.

REMEDY: On October 27, 2022, in response to the Show Cause Notice, Fisher Controls submitted an acceptable AAP covering Executive Order 11246.

3. **VIOLATION:** Fisher Controls failed to submit its current VEVRAA AAP prepared in accordance with the requirements of 41 CFR 60-300.40 through 60-300.45. Specifically, Fisher Controls failed to submit its AAP for covered veterans in response to OFCCP scheduling letter of May 13, 2021.

REMEDY: On October 27, 2022, in response to the Show Cause Notice, Fisher Controls submitted an acceptable AAP for covered veterans.

4. **VIOLATION:** Fisher Controls failed to submit its current Section 503 AAP prepared in accordance with the requirements of 41 CFR 60-741.40 through 60-741.47. Specifically, Fisher Controls failed to submit its AAP covering individuals with disabilities in response to OFCCP scheduling letter of May 13, 2021.

REMEDY: On October 27, 2022, in response to the Show Cause Notice, Fisher Controls submitted an acceptable AAP covering individuals with disabilities.

IV. OFCCP Monitoring Period

1. **Recordkeeping.** Contractor agrees to retain all records relevant to the violations cited in Section III 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.**

Contractor agrees to furnish OFCCP with the following reports during the Monitoring Period according to the following schedule:

Progress Report 1: Will be due seven (7) months after the Effective Date of the Agreement and will cover the timeframe from the Effective Date of this agreement through six (6) months after the Effective Date.

1. Evidence of appropriate outreach and positive recruitment activities involving sources likely to reach protected veterans in the Marshalltown, Iowa reasonable recruitment area, including identification of the outreach sources.
2. Evidence of appropriate outreach and positive recruitment activities involving sources likely to reach individuals with disabilities in the Marshalltown, Iowa reasonable recruitment area, including identification of the outreach sources.
3. A summary of the outreach activities and an initial assessment of the effectiveness of each activity.

4. Copies of all responses or other related correspondence received from each of the organizations used during the reporting period in efforts to recruit qualified protected veterans and individuals with disabilities.
5. A copy of Contractor's annual assessment of the totality of its outreach activities, when applicable, as required by 41 CFR 60-300.44(f)(3).
6. A copy of Contractor's annual assessment of the totality of its outreach activities, when applicable, as required by 41 CFR 60-741.44(f)(3).
7. The data collected pursuant to 41 CFR 60-300.44(k) and 60-741.44(k).

Progress Report 2: Will be due six (6) months after the first report covering the period of the 7th month through the 12th month following the Effective Date.

1. Evidence of appropriate outreach and positive recruitment activities involving sources likely to reach protected veterans in the Marshalltown, Iowa reasonable recruitment area, including identification of the outreach sources.
2. Evidence of appropriate outreach and positive recruitment activities involving sources likely to reach individuals with disabilities in the Marshalltown, Iowa reasonable recruitment area, including identification of the outreach sources.
3. A summary of the outreach activities and an initial assessment of the effectiveness of each activity.
4. Copies of all responses or other related correspondence received from each of the organizations used during the reporting period in efforts to recruit qualified protected veterans and individuals with disabilities.
5. A copy of Contractor's annual assessment of the totality of its outreach activities, when applicable, as required by 41 CFR 60-300.44(f)(3).
6. A copy of Contractor's annual assessment of the totality of its outreach activities, when applicable, as required by 41 CFR 60-741.44(f)(3).
7. The data collected pursuant to 41 CFR 60-300.44(k) and 60-741.44(k).

Contractor will submit reports to (b) (6), (b) (7)(C) at (b) (6), (b) (7)(C) @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 the 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.

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 9 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.

V. 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 Fisher Controls International LLC, Marshalltown, IA 50158.

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

Jill Lutes
Vice President Human Resources
Fisher Controls International LLC
Marshalltown, IA 50158

DATE: 8/18/23

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

David A Smith
District Director
Omaha

DATE: 8/18/2023