

Conciliation Agreement
Between the
U.S. Department of Labor Office of Federal Contract Compliance Programs
and
Rosemount Inc.
OFCCP Case Number R00304350

I. Preliminary Statement

The Office of Federal Contract Compliance Programs (OFCCP) evaluated the Rosemount Inc. at 8200 Market Boulevard, Chanhassen, Minnesota, beginning on September 7, 2021. OFCCP found that Rosemount Inc. failed to comply with Section 503 of the Rehabilitation Act of 1973 (Section 503), as amended and the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (VEVRAA), as amended.

OFCCP notified Rosemount Inc. of the specific violations and the corrective actions required in a Notice of Violation (NOV) issued on May 23, 2023.

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

II. General Terms and Conditions

1. In exchange for Rosemount Inc.'s fulfillment of all its obligations in this Agreement, OFCCP will not institute administrative or judicial enforcement proceedings under Section 503 or VEVRAA based on the violations alleged in the NOV. However, OFCCP retains the right to initiate legal proceedings to enforce this Agreement if Rosemount Inc. 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 Rosemount Inc.'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. Rosemount Inc. 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 OFCCP requests, including those specified in this Agreement.
3. Nothing in this Agreement relieves Rosemount Inc. 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. Rosemount Inc. 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.
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 Rosemount Inc. submits its final progress report required in Section IV, below, unless OFCCP notifies Rosemount Inc. in writing before the expiration date that Rosemount Inc. 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 Rosemount Inc. has met all of its obligations under the Agreement.
10. If Rosemount Inc. violates this Agreement:
 - a. The procedures at 41 C.F.R. 60-300.63, and 41 C.F.R. 60-741.63 will govern:
 - i. OFCCP will send Rosemount Inc. a written notice stating the alleged violations and summarizing any supporting evidence.
 - ii. The Rosemount Inc. 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 Rosemount Inc. 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.
 - iv. In the event of a breach of this Agreement by the Rosemount Inc., 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 in the Agreement.
 - b. Rosemount Inc. may be subject to the sanctions set forth in 41 C.F.R. 60-741.66, or 41 C.F.R. 60-300.66, and other appropriate relief for violating this Agreement.

11. Rosemount Inc. 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 1:** During the period of July 1, 2020 to June 30, 2021, Rosemount Inc. failed to undertake appropriate outreach and positive recruitment activities that were reasonably designed to effectively recruit qualified protected veterans, document these activities, assess their effectiveness, and document its review, in violation of 41 CFR 60-300.44(f). Specifically, Rosemount Inc. listed ten activities for qualified protected veterans of which three were LGBTQ focused, two were internal emails sent to employees, five were "onsite outreach events" (including LGBTQ and Unconscious Bias), and two were "job fair participant". The assessment of each event did not address whether the event attracted qualified applicants, whether the event had an impact on the utilization analysis as it relates to individuals with disabilities, and whether the event was effective. Further outreach was performed by the corporate office but was not assessed by Rosemount Inc.

Remedy 1: Rosemount Inc. will 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). Rosemount Inc. 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). Rosemount Inc. will document all activities it undertakes to comply with this section, in accordance with 41 CFR 60-300.44(f)(4).

2. **Violation 2:** During the period of July 1, 2020 to June 30, 2021, Rosemount Inc. failed to undertake appropriate outreach and positive recruitment activities that were reasonably designed to effectively recruit qualified individuals with disabilities, document these activities, assess their effectiveness, and document its review, in violation of 41 CFR 60-741.44(f). Specifically, Rosemount Inc. listed ten activities for individuals with disabilities of which three were LGBTQ focused, two were internal emails sent to employees, five were “onsite outreach events” (including LGBTQ and Unconscious Bias), and two were “job fair participant”. The assessment of each event did not address whether the event attracted qualified applicants, whether the event had an impact on the utilization analysis as it relates to individuals with disabilities, and whether the event was effective. Further outreach was performed by the corporate office but was not assessed by Rosemount Inc.

Remedy 2: Rosemount Inc. will 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). Rosemount Inc. 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). Rosemount Inc. will document all activities it undertakes to comply with this section, in accordance with 41 CFR 60-741.44(f)(4).

IV. OFCCP Monitoring Period

1. **Recordkeeping.** Rosemount Inc. 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. Rosemount Inc. will retain the records until this Agreement expires or for the time period consistent with regulatory requirements, whichever is later.
2. **Rosemount Inc. Reports.** Rosemount Inc. agrees to furnish OFCCP with the following report during the Monitoring Period. The report will contain the documentation specified according to the date scheduled:
 - a. Progress Report 1: Due on August 1, 2024, covering the period of July 1, 2023 through June 30, 2024.

Pursuant to Violation 1:

Documentation of 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). Documentation of the annual review of its outreach and recruitment activities and assessment of their effectiveness in accordance with 41 CFR 60-300.44(f)(3). Documentation of all activities it undertakes to comply with this section, in accordance with 41 CFR 60-300.44(f)(4).

Pursuant to Violation 2:

Documentation of 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). Documentation of the annual review its outreach and recruitment activities and assessment of their effectiveness in accordance with 41 CFR 60-741.44(f)(3). Documentation of all activities it undertakes to comply with this section, in accordance with 41 CFR 60-741.44(f)(4).

Rosemount Inc. will submit the report to the OFCCP Minneapolis Area Office Compliance Officer (b) (6), (b) (7)(C) at (b) (6), (b) (7)(C)@dol.gov. Rosemount Inc. 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 Rosemount Inc. provides in accordance with this Agreement are trade secrets, commercial, and/or financial in nature, and customarily kept private or closely-held, and the Rosemount Inc. believes should remain confidential under Exemption 4 of the Freedom of Information Act (FOIA) in the event of a FOIA request, Rosemount Inc. will provide such reports to OFCCP marked as "Confidential". In the event of a FOIA request, OFCCP will promptly notify Rosemount Inc. of the FOIA request and provide Rosemount Inc. an opportunity to object to disclosure. OFCCP will withhold disclosure of such reports to the maximum extent allowable by law.

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 Rosemount Inc.'s final progress report as set forth in Section II, Paragraph 9 above. If OFCCP fails to notify Rosemount Inc. in writing within sixty (60) days of the date of the final progress report that Rosemount Inc. 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 Rosemount Inc. within the allotted time that it has not fulfilled all of its obligations, this Agreement is automatically extended until the date that OFCCP determines Rosemount Inc. has met all of its obligations under the Agreement.

V. SIGNATURES

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

This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and Rosemount Inc., 8200 Market Boulevard, Chanhassen, Minnesota.

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

Beth Clark
Vice President Human Resources & EHS
Rosemount Inc.
Chanhassen, MN

DATE: August 21, 2023

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

Margaret Kraak
Acting District Director
OFCCP, Milwaukee District Office

DATE: August 22, 2023

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

Compliance Officer
OFCCP, Minneapolis Area Office

DATE: 8/22/2023