

Conciliation Agreement  
Between the  
U.S. Department of Labor Office of Federal Contract Compliance Programs  
and  
Fisher-Rosemount Systems, Inc.

**I. Preliminary Statement**

The Office of Federal Contract Compliance Programs (OFCCP) evaluated the Fisher-Rosemount Systems, Inc. (Fisher-Rosemount) establishment located at 1100 W Louis Henna Boulevard, Building 1, Round Rock, Texas 78681, beginning on June 22, 2021. OFCCP found that Fisher-Rosemount 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 the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. § 4212 (VEVRAA) and their respective implementing regulations at 41 CFR Chapter 60.

OFCCP notified Fisher-Rosemount of the specific violations and the corrective actions required in an Amended Show Cause Notice (ASCN) issued on September 20, 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 Fisher-Rosemount 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 Fisher-Rosemount'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 violations alleged in the ASCN. However, OFCCP retains the right to initiate legal proceedings to enforce this Agreement if Fisher-Rosemount 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 Fisher-Rosemount'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. Fisher-Rosemount 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 Fisher-Rosemount 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. Fisher-Rosemount 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 Fisher-Rosemount submits its final progress report required in Section IV, below, unless OFCCP notifies Fisher-Rosemount in writing before the expiration date that Fisher-Rosemount 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 Fisher-Rosemount has met all of its obligations under the Agreement.
10. If Fisher-Rosemount violates this Agreement:
  - a. The procedures at 41 CFR 60-1.34, 41 CFR 60-300.63, and/or 41 CFR 60-741.63 will govern:
    - i. OFCCP will send Fisher-Rosemount a written notice stating the alleged violation(s) and summarizing any supporting evidence.
    - ii. Fisher-Rosemount 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 Fisher-Rosemount 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 Fisher-Rosemount, 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. Fisher-Rosemount may be subject to the sanctions set forth in Section 209 of the Executive Order, 41 CFR 60-1.27, 41 CFR 60-741.66, or 41 CFR 60-300.66, and/or other appropriate relief for violating this Agreement.
- 11. Fisher-Rosemount 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-Rosemount 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-Rosemount listed jobs with various diversity sources, serving protected veterans. However, Fisher-Rosemount failed to retain documents pertaining to any responses received from these sources. Additionally, Fisher-Rosemount engaged in six single-day activities. These included two mentoring programs: one focusing at-risk elementary and middle school students, and the other focusing women in STEM. The other activities included a fundraising event benefiting the United Way of Greater Austin, participation in two job fairs, and an “Onsite Outreach Event” which focused on HBCU students. Fisher-Rosemount’s evaluation of each of these activities did not indicate a focus or address whether the activities had an impact in the employment of protected veterans.



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

2. **Violation:** During the period of March 1, 2020 to February 28, 2021, Fisher-Rosemount 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-Rosemount listed jobs with various diversity sources, serving individuals with disabilities. However, Fisher-Rosemount failed to retain documents pertaining to any responses received from these sources. Additionally, Fisher-Rosemount engaged in six single-day activities. These included two mentoring programs: one focusing at-risk elementary and middle school students, and the other focusing women in STEM. The other activities included a fundraising event benefiting the United Way of Greater Austin, participation in two job fairs, and an “Onsite Outreach Event” which focused on HBCU students. Fisher-Rosemount’s evaluation of each of these activities did not indicate a focus or address whether the activities had an impact in the employment of individuals with disabilities.

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

3. **Violation:** Fisher-Rosemount 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-Rosemount failed to submit its AAP covering Executive Order 11246 in response to OFCCP scheduling letter of June 22, 2021.

**Remedy:** On November 30, 2022, in response to the Show Cause Notice, Fisher-Rosemount submitted an acceptable AAP covering Executive Order 11246.

4. **Violation:** Fisher-Rosemount 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-Rosemount failed to submit its AAP for covered veterans in response to OFCCP scheduling letter of June 22, 2021.

**Remedy:** On November 30, 2022, in response to the Show Cause Notice, Fisher-Rosemount submitted an acceptable AAP for protected veterans.

5. **Violation:** Fisher-Rosemount 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-Rosemount failed to submit its AAP covering individuals with disabilities in response to OFCCP scheduling letter of June 22, 2021.

**Remedy:** On November 30, 2022, in response to the Show Cause Notice, Fisher-Rosemount submitted an acceptable AAP for individuals with disabilities.

#### **IV. OFCCP Monitoring Period**

1. **Recordkeeping.** Fisher-Rosemount 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. Fisher-Rosemount will retain the records until this Agreement expires or for the time period consistent with regulatory requirements, whichever is later.

2. **Contractor Reports.**

Fisher-Rosemount agrees to furnish OFCCP with the following reports during the Monitoring Period. Each report will contain the documentation specified according to the dates scheduled:

- a. Progress Report 1: Due on April 30, 2024, covering the period of October 1, 2023 through March 31, 2024.
  1. Evidence of appropriate outreach and positive recruitment activities involving sources likely to reach protected veterans in the Round Rock, Texas 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 Round Rock, Texas 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 Fisher-Rosemount'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 Fisher-Rosemount'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).
- b. Progress Report 2: Due on October 30, 2024, covering the period of April 1, 2024 through September 30, 2024.
1. Evidence of appropriate outreach and positive recruitment activities involving sources likely to reach protected veterans in the Round Rock, Texas 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 Round Rock, Texas 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 Fisher-Rosemount'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 Fisher-Rosemount'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).

Fisher-Rosemount will submit reports electronically to Compliance Officer (b) (6), (b) (7)(C) at (b) (6), (b) (7)(C)@dol.gov, and Assistant District Director LaToya Smith at (b) (6), (b) (7)(C)@dol.gov. Fisher-Rosemount 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 Fisher-Rosemount provides in accordance with this Agreement are trade secrets, commercial, and/or financial in nature, and customarily kept private or closely held, and Fisher-Rosemount believes should remain confidential under Exemption 4 of the Freedom of Information Act (FOIA) in the event of a FOIA request, Fisher-Rosemount will provide such reports to OFCCP marked as "Confidential". In the event of a FOIA request, OFCCP will promptly notify Fisher-Rosemount of the FOIA request and provide Fisher-Rosemount 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 Fisher-Rosemount's final progress report as set forth in Section II, Paragraph 9 above. If OFCCP fails to notify Fisher-Rosemount in writing within sixty (60) days of the date of the final progress report that Fisher-Rosemount 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 Fisher-Rosemount within the allotted time that it has not fulfilled all of its obligations, this Agreement is automatically extended until the date that OFCCP determines Fisher-Rosemount has met all of its obligations under the Agreement.

## V. SIGNATURES

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

This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and Fisher-Rosemount Systems, Inc., 1100 W Louis Henna Boulevard, Building 1, Round Rock, Texas 78681.

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

David Gocek  
VP of Human Resources  
Emerson  
Round Rock, Texas 78681

DATE: 9/28/2023

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

Karen N. Hyman  
Houston District Director  
Southwest and Rocky Mountain Region

DATE: 9/28/2023

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

LaToya Smith  
Houston Assistant District Director  
Southwest and Rocky Mountain Region

DATE: 09/28/2023

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

Compliance Officer  
Southwest and Rocky Mountain Region

DATE: 9/28/2023