

Conciliation Agreement
Between the
U.S. Department of Labor Office of Federal Contract Compliance Programs
and
Rockwell Automation Inc.
1201 S. 2nd Street
Milwaukee, WI 53204

PART I: GENERAL PROVISIONS

1. This Agreement is between the U.S. Department of Labor, Office of Federal Contract Compliance Programs (OFCCP) and Rockwell Automation Inc. (Rockwell Automation), 1201 S. 2nd Street, Milwaukee, WI 53204.
2. The violations alleged in this Agreement were found during a compliance evaluation of Rockwell Automation which began on January 6, 2015 and were specified in a Notice of Violation that was issued on December 21, 2018. OFCCP alleges that Rockwell Automation has violated Executive Order 11246, as amended and implementing regulations at 41 CFR Chapter 60 due to the specific violations cited in Part II below.
3. This Agreement does not constitute an admission by Rockwell Automation of any violation of Executive Order 11246, as amended and the implementing regulations.
4. The provisions of this Agreement will become part of Rockwell Automation's AAP. Subject of the performance by Rockwell Automation of all promises and representations contained herein and in its APP, all named violations in regard to the compliance of Rockwell Automation with all OFCCP programs will be deemed resolved. However, Rockwell Automation is advised that the commitments contained in this Agreement do not preclude future determinations of noncompliance based on a finding that the commitments are not sufficient to achieve compliance.
5. Rockwell Automation agrees that OFCCP may review compliance with this Agreement. As part of this 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 Rockwell Automation's compliance. Rockwell Automation shall permit access to its premises during normal business hours for these purposes.
6. Nothing herein is intended to relieve Rockwell Automation from the obligation to comply with the requirements of Executive Order 11246, as amended, and/or 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), their implementing regulations, or any other equal employment statute or executive order or its implementing regulations.
7. Rockwell Automation agrees that there will be no retaliation of any kind against any beneficiary of this Agreement or against any person providing information or assistance,

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or who files a complaint, or who participates in any manner in any proceedings under Executive Order 11246, as amended, and/or Section 503 of the Rehabilitation Act of 1973, as amended, and/or the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended.

8. This Agreement will be deemed to have been accepted by the Government on the date of the signature by the District Director of OFCCP, unless the Regional Director of the Director of OFCCP indicates otherwise within 45 calendar days of the District Director's signature on this Agreement.
9. If at any time in the future, the OFCCP believes that Rockwell Automation has violated any portion of this Agreement during the term of this Agreement, Rockwell Automation 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 Rockwell Automation with 15 calendar 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 Rockwell Automation 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 Rockwell Automation to sanctions set forth in Section 209 of the Executive Order and/or 41 CFR § 741.66 and/or other appropriate relief.

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PART II: SPECIFIC PROVISIONS

1. **VIOLATION:** OFCCP alleges Rockwell Automation failed to develop an acceptable job group analysis and combine jobs at the establishment with similar content, wage rates and opportunities in each job group as required by 41 CFR § 60-2.12(b)

REMEDY: Rockwell Automation agrees to develop job groups and combine jobs at the establishment with similar content, wage rates, and opportunities in each job group in accordance with 41 CFR § 60-2.12(b)

2. **VIOLATION:** OFCCP alleges Rockwell Automation failed to identify where possible, the gender, race and ethnicity of each applicant or internet applicant as defined in 41 CFR 60-1.3, as applicable to particular positions. Specifically, OFCCP found that Rockwell Automation failed to identify, where possible the gender, race and ethnicity of the Sales Account Manager Level 1 job group and Intern job group applicant that expressed interest through university career centers in violation of 41 CFR 1.12(c)(1)(ii)

REMEDY: Rockwell Automation agrees to identify, where possible, the gender, race and ethnicity of each applicant or Internet Applicant as defined in 41 CFR 60-1.3, as applicable to the particular position.

3. **VIOLATION:** OFCCP alleges Rockwell Automation failed to preserve complete and accurate records. Specifically, Rockwell Automation failed to preserve accurate records of requisitions and dispositions in the Intern and Sales Account Manager Level 1 job groups in violation of 41 CFR 60-1.12(e).

REMEDY: Rockwell Automation agrees to preserve complete and accurate personnel and employment records as defined in 41 CFR 60-1.12(a) and as required by paragraphs (1) through (c) of Section 41CFR 60-1.12 for any and all expressions of interest.

PART III: REPORTING PROVISIONS

1. Rockwell Automation agrees to retain records pertinent to the violations cited in Part II above, and to the report submitted in compliance with Paragraph 2 below. These records shall include data and information underlying the required report, specifically, but not limited to all applications and personnel records. These records will be retained until the expiration of this Agreement or consistent with regulatory requirements, whichever is later.
2. Rockwell Automation agrees to furnish the OFFCP, Milwaukee District Office, 310 W. Wisconsin Avenue, Suite 1115, Milwaukee, WI 53202 with the following report:

Report	Due Date	Covered Period
Report No. 1	March 15, 2020	July 1, 2019 - December 31, 2019

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The Report shall contain:

Pursuant to Violation 1:

A copy of Rockwell Automation's current Executive Order 11246 AAP's job group analysis.

Pursuant to Violations 2 & 3:

- a. Applicant listing for the Intern and Sales Account Manager Level 1 job groups to include at a minimum:
 - Unique identifier (applicant ID)
 - Gender
 - Race/ethnicity
 - Application date
 - Parent requisition (if applicable)
 - Requisition
 - Offer date
 - Hire date
 - Final Disposition
- b. Written process for enabling self-identification (race, gender, and veteran and disability status) for expressions of interest in the Intern and Sales Account Manager Level 1 job groups. Report shall include at a minimum, the process in place for enabling self-identification of students referred by university career services.

TERMINATION DATE: This Agreement will expire 90 days after OFCCP receives the report required in Part III above or on the date that the District Director gives notice that Rockwell Automation has satisfied its reporting requirements, whichever occurs earlier, unless OFCCP notifies Rockwell Automation in writing prior to the end of the 90-day period that Rockwell Automation has not satisfied its reporting requirements pursuant to this Agreement.

INTEGRATION CLAUSE: This Agreement represents the full Agreement between Rockwell Automation and the OFCCP and this Agreement supersedes any other agreements, oral or written. In signing this Agreement, neither Rockwell Automation nor the 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.

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PART IV: SIGNATURES

The person signing this Conciliation Agreement on behalf of Rockwell Automation personally warrants that he is fully authorized to do so. The Conciliation Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and Rockwell Automation Inc., 1201 S. 2nd St., Milwaukee, WI 53204.

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

Michael Laszkiewicz
Senior Vice President
Rockwell Automation Inc.

DATE: 2/22/2019

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

Compliance Officer
Milwaukee District Office

DATE: 2/22/19

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

Timothy Roark
Assistant District Director
Milwaukee District Office

DATE: 2/25/2019

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

Salvador Guerrero Jr.
Acting District Director
Milwaukee District Office

DATE: 2/25/2019