

CONCILIATION AGREEMENT

Between the

U.S. DEPARTMENT OF LABOR
OFFICE OF FEDERAL CONTRACT COMPLIANCE PROGRAMS

And

Trimble Navigation Limited

I. Preliminary Statement

The Office of Federal Contract Compliance Programs (OFCCP) evaluated the Trimble Navigation Limited (Trimble) establishment located at 935 Stewart Drive, Sunnyvale, CA 94085-3913, beginning on June 28, 2019. OFCCP found that Trimble failed to comply with 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 C.F.R. 60-300 and 41 C.F.R. 60-741.

OFCCP notified Trimble of the specific violations and the corrective actions required in a corrected Notice of Violation issued on 09/28/2020 (NOV).

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 Trimble enter into this Conciliation Agreement (Agreement) and the parties agree to all the terms therein.

II. General Terms and Conditions

1. In exchange for Trimble's fulfillment of all its obligations in this Agreement, OFCCP will not institute administrative or judicial enforcement proceedings under Executive Order 11246 (E.O. 11246 or the Executive Order), Section 503, and/or VEVRAA based on the violations alleged in the NOV. However, OFCCP retains the right to initiate legal proceedings to enforce this Agreement if Trimble violates any provision of this Agreement, as set forth in Paragraph 11, below. Nothing in this Agreement precludes OFCCP from initiating enforcement proceedings based on future compliance evaluations or complaint investigations.
2. OFCCP may review Trimble'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. Trimble 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.

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3. Nothing in this Agreement relieves Trimble 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. Trimble and OFCCP agree that any release of claims required by this Agreement will only pertain to claims under E.O. 11246, Section 503, and/or VEVRAA.
5. Trimble 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.
6. The parties understand the terms of this Agreement and enter into it voluntarily.
7. This Agreement, including its attachments, 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.
8. This Agreement becomes effective on the day it is signed by the San Jose District Director (Effective Date).
9. If one or more provisions of this Agreement is deemed unlawful or unenforceable, the remaining provisions will remain in full force and effect.
10. This Agreement will expire sixty (60) days after Trimble submits its final progress report required in Section IV, below, unless OFCCP notifies Trimble in writing before the expiration date that Trimble 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 Trimble has met all of its obligations under the Agreement.
11. If Trimble violates this Agreement:
 - a. The procedures at 41 CFR 60-300.63 and 41 CFR 60-741.63 will govern:
 - i. OFCCP will send Trimble a written notice stating the alleged violations and summarizing any supporting evidence.
 - ii. Trimble 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 Trimble 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 Trimble, 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. Trimble may be subject to the sanctions set forth in 41 CFR 60-741.66, or 41 CFR 60-300.66, and/or other appropriate relief for violating this Agreement.
12. Trimble neither admits nor denies any violation of the Executive Order, Section 503 or VEVRAA, nor has there been an adjudication on the merits regarding any such violation.
13. OFCCP may seek enforcement of this Agreement itself and is not required to present proof of any underlying violations resolved by this Agreement.
14. 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.
15. Each party shall bear its own fees and expenses with respect to this matter.
16. 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.

III. Technical Violations and Remedies

1. **VIOLATION:** During the period of late 2018 through June 30, 2019, Trimble failed to designate a company official to direct, manage, and ensure the implementation of its AAP, as required by 41 CFR 60-741.44(i). Specifically, upon the departure of the former AAP Administrator, the company failed to designate another company official to fulfill this role.

REMEDY: Trimble will designate a company official to direct, manage, and ensure the implementation of its AAP, as required by 41 CFR 60-741.44(i).
2. **VIOLATION:** During the period July 8, 2018 through June 30, 2019, Trimble failed to invite its employees to voluntarily self-identify as an individual with a disability, using the OMB-approved form for this purpose, in violation of 41 CFR 60-741.42(c). Specifically, Trimble failed to conduct self-identification in five-year intervals, and failed to remind employees at least once in intervening years that they can voluntarily update their disability status.

REMEDY: Trimble will immediately invite its employees to voluntarily inform it whether the employee believes that he or she is an individual with a disability, as that term is defined in 41 CFR 60-741.2(g)(1)(i) or (ii). All invitations to self-identify must be

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made using the OMB-approved form for this purpose (available on the OFCCP website). In addition, Trimble will extend this invitation again at five year intervals, thereafter. At least once during each interval, Trimble will remind its employees that they may voluntarily update their disability-related self-identification information at any time. Trimble must keep all self-identification information confidential and maintain it in a separate data analysis file, rather than in its personnel or medical files, in accordance with 41 CFR 60-741.42(e).

3. **VIOLATION:** During the period July 1, 2018 through June 30, 2019, Trimble failed to include the equal opportunity clause for VEVRAA in its subcontracts and/or purchase orders, either directly or by reference, in the prescribed manner, in violation of 41 CFR 60-300.5(a)-(d).

REMEDY: Trimble will include or reference the provisions of the equal opportunity clause in its subcontracts and purchase orders, as required by 41 CFR 60-300.5(a)-(d). If Trimble incorporates the equal opportunity clause in its subcontracts and purchase orders by reference, rather than by restating the clause verbatim, it must incorporate the clause in the manner prescribed by 41 CFR 60-300.5(d).

4. **VIOLATION:** During the period July 1, 2018 through June 30, 2019, Trimble failed to post in conspicuous places the notice informing applicants and employees who are protected veteran of their EEO rights, as required by 41 CFR 60-300.5(a)9. Specifically, Trimble failed to provide the notice electronically.

REMEDY: Trimble will post in conspicuous places the notice ("EEO is the Law" Poster and Poster Supplement) informing applicants and employees of their EEO rights, as required by 41 CFR 60-300.5(a)9. Trimble will also ensure that applicants or employees who are disabled veterans are provided the notice in a form that is accessible and understandable to the disabled veteran (e.g., providing Braille or large print versions of the notice, posting the notice for visual accessibility to persons in wheelchairs, providing the notice electronically or on computer disc, or other versions). With respect to employees who do not work at a physical location, Trimble will satisfy its posting obligations by posting such notices in an electronic format, provided that Trimble provides computers that can access the electronic posting to such employees, or Trimble has actual knowledge that such employees otherwise are able to access the electronically posted notices. Electronic notices for employees must be posted in a conspicuous location and format on the company's intranet or sent by electronic mail to employees. Finally, an electronic posting must be used by Trimble to notify job applicants of their rights if Trimble utilizes an electronic application process. Such electronic applicant notice must be conspicuously stored with, or as part of, the electronic application.

5. **VIOLATION:** During the period July 1, 2018 through June 30, 2019, Trimble failed to post in conspicuous places the notice informing applicants and employees with disabilities of their EEO rights, as required by 41 CFR 60-741.5(a)4. Specifically, Trimble failed to provide the notice electronically.

REMEDY: Trimble will post in conspicuous places the notice ("EEO is the Law" Poster) informing applicants and employees of their EEO rights, as required by 41 CFR 60-741.5(a)4. Trimble will also ensure that applicants or employees with disabilities are provided the notice in a form that is accessible and understandable to the individual applicant or employee (e.g., providing Braille or large print versions of the notice, posting the notice for visual accessibility to persons in wheelchairs, providing the notice electronically or on computer disc, or other versions). With respect to employees who do not work at a physical location, Trimble will satisfy its posting obligations by posting such notices in an electronic format, provided that Trimble provides computers that can access the electronic posting to such employees, or Trimble has actual knowledge that such employees otherwise are able to access the electronically posted notices. Electronic notices for employees must be posted in a conspicuous location and format on the company's intranet or sent by electronic mail to employees. Finally, an electronic posting must be used by Trimble to notify job applicants of their rights if Trimble utilizes an electronic application process. Such electronic applicant notice must be conspicuously stored with, or as part of, the electronic application.

6. **VIOLATION:** During the period July 1, 2018 through June 30, 2019, Trimble failed to include the equal opportunity clause for Section 503 in its subcontracts and/or purchase orders, either directly or by reference, in the prescribed manner, in violation of 41 CFR 60-741.5(a)-(d).

REMEDY: Trimble will include or reference the provisions of the equal opportunity clause in its subcontracts and purchase orders, as required by 41 CFR 60-741.5(a)-(d). If Trimble incorporates the equal opportunity clause in its subcontracts and purchase orders by reference, rather than by restating the clause verbatim, it must incorporate the clause in the manner prescribed by 41 CFR 60-741.5(d).

7. **VIOLATION:** During the period July 1, 2018 through June 30, 2019, Trimble failed to ensure that applicants and employees with disabilities had equal access to its personnel processes, including those implemented through information and communication technologies, as required by 41 CFR 60-741.44(b). Specifically, Trimble failed to provide information in its online application system explaining how an applicant would request an accommodation from the company, if needed.

REMEDY: Trimble will ensure that applicants and employees with disabilities have equal access to its personnel processes, including those implemented through information and communication technologies, as required by 41 CFR 60-741.44(b).

8. **VIOLATION:** During the period July 1, 2018 through June 30, 2019, Trimble failed to post its EEO policy statement in accordance with 41 CFR 60-741.44(a). Specifically, Trimble failed to include its EEO policy on the company bulletin boards.

REMEDY: Trimble will post its EEO policy statement in accordance with 41 CFR 60-741.44(a).

9. VIOLATION: During the period July 1, 2018 through June 30, 2019, Trimble failed to post its EEO policy statement in accordance with 41 CFR 60-300.44(a). Specifically, Trimble failed to include its EEO policy on the company bulletin boards.

REMEDY: Trimble will post its EEO policy statement in accordance with 41 CFR 60-300.44(a).

10. VIOLATION: During the period July 1, 2018 through June 30, 2019, Trimble failed to design and implement an audit and reporting system, as required by 41 CFR 60-741.44(h)(1). Specifically, Trimble admitted they had not implemented an auditing system as required.

REMEDY: Trimble will design and implement an audit and reporting system, as required by 41 CFR 60-741.44(h)(1). Specifically, Trimble will design and implement an audit and reporting system that measures the effectiveness of its affirmative action program; indicates any need for remedial action; determines the degree to which Trimble's objectives have been attained; determines whether known individuals with disabilities have had the opportunity to participate in all company sponsored educational, training, recreational and social activities; measures Trimble's compliance with the affirmative action program's specific obligations; and documents the actions taken to comply with these obligations.

11. VIOLATION: During the period July 1, 2018 through June 30, 2019, Trimble failed to annually review the effectiveness of the outreach and recruitment efforts it took over the previous twelve months to identify and recruit qualified individuals with disabilities as required by 41 CFR 60-741.44(f)(3).

REMEDY: Trimble 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). If Trimble concludes that the totality of its efforts were not effective in identifying and recruiting qualified individuals with disabilities, it will identify and implement alternative efforts listed in 41 CFR 60-741.44(f)(1) or (f)(2).

12. VIOLATION: During the period July 1, 2018 through June 30, 2019, Trimble 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, Trimble's AAP showed that there were 624 applicants, 0 applicants self-identified as individuals with a disabilities, 42 hires, and 0 individuals self-identified as persons with disabilities were hired. Additionally, when accounting for the Section 503 violations cited above, Trimble's efforts were deficient, and not reasonably designed to effectively recruit individuals with disabilities.

REMEDY: Trimble will undertake appropriate outreach and positive recruitment activities that are reasonably designed to effectively recruit qualified individuals with disabilities, document these activities, assess their effectiveness, and document its review, as required by 41 CFR 60-741.44(f).

13. VIOLATION: During the period July 1, 2018 through June 30, 2019, Trimble failed to train its personnel to ensure that EEO and affirmative action program commitments were implemented, as required by 41 CFR 60-741.44(j).

REMEDY: Trimble will train its personnel to ensure that EEO and affirmative action program commitments are implemented, as required by 41 CFR 60-741.44(j).

IV. OFCCP Monitoring Period

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

2. Trimble Reports.

Schedule and Instructions. Trimble agrees to furnish OFCCP with the following reports during the Monitoring Period according to the following schedule:

REPORT DUE DATE	PERIOD COVERED
April 1, 2021	September 1, 2020 through February 28, 2021
October 1, 2021	March 1, 2021 through August 31, 2021

The reports will include the following information in each progress report, unless otherwise noted (***First Report Only**):

1. Documentation of all outreach and positive recruitment activities reasonably designed to effectively recruit individuals with disabilities during the reporting period.
2. Documentation of Trimble's assessment of the overall effectiveness of its outreach and positive recruitment efforts for individuals with disabilities in accordance with 41 CFR 60-741.44(f) (3).
3. Documentation that Trimble designed and implemented an audit and reporting system, as required by 41 CFR 60-741.44(h) (1). Specifically, Trimble will design and implement an audit and reporting system that measures the effectiveness of its affirmative action program; indicates any need for remedial action; determines the degree to which Trimble's objectives have been attained; determines whether known individuals with disabilities have had the opportunity to participate in all company sponsored educational, training, recreational and social activities; measures Trimble's compliance with the affirmative action program's specific obligations; and documents the actions taken to comply with these obligations.

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4. *Copy of Trimble's subcontract and purchase orders that include or reference the provisions of the equal opportunity clause, as required by 41 CFR 60-300.5(a)-(d), and 41 CFR 60-741.5(a)-(d).
5. *Documentation that shows Trimble has posted in conspicuous places, including electronically, the notice ("EEO is the Law" Poster and Poster Supplement) informing applicants and employees of their EEO rights, as required by 41 CFR 60-300.5(a)9, and 41 CFR 60-741.5(a)4. Electronic notices for employees must be posted in a conspicuous location and format on the company's intranet or sent by electronic mail to employees. Finally, an electronic posting must be used by Trimble to notify job applicants of their rights if Trimble utilizes an electronic application process.
6. *Documentation to ensure that applicants and employees with disabilities have equal access to Trimble's personnel processes (such as information about how one might request a reasonable accommodation during the online application process, a contact person name, and contact phone number and/or email) specifically those implemented through information and communication technologies.
7. *Photographs showing that Trimble posted its EEO policy statement, as required by 41 CFR 60-741.44(a), and 41 CFR 60-300.44(a), on the company's bulletin boards.
8. *Documentation, to include name and title, confirming Trimble's designation of a company official to direct, manage, and ensure the implementation of its AAP, as required by 41 CFR 60-741.44(i).
9. *Documentation extending an invitation for all employees to voluntarily self-identify as an individual with a disability at five-year intervals in accordance with 41 CFR 60-741.42(c).
10. *Documentation reminding all employees that they may voluntarily update their disability status in accordance with 41 CFR 60-741.42(c).
11. *Documentation to show Trimble trained its personnel to ensure that EEO and affirmative action program commitments are implemented, as required by 41 CFR 60-741.44(j).

Trimble will submit reports to Lynda Sakseangvirat, District Director of OFCCP, 96 North Third Street, Suite 410, San Jose, CA 95112, via email at

(b) (7)(C), (b) (6) @dol.gov. Trimble 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 Trimble provides in accordance with this agreement are customarily kept private or closely-held, and the Trimble believes should remain confidential under Exemption 4 of the Freedom of Information Act (FOIA) in the event of a FOIA request, Trimble 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 Trimble's final progress report as set forth in Part II, Paragraph 10 above. If OFCCP fails to notify Trimble in writing within sixty (60) days of the date of the final progress report that Trimble 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 Trimble within the allotted time that it has not fulfilled all of its obligations, this Agreement is automatically extended until the date that OFCCP determines Trimble has met all of its obligations under the Agreement.

V. SIGNATURES

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

This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and Trimble Navigation Limited, Sunnyvale, CA 94085-3913.

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

Leah Lambertson
Senior Vice President, Operations & CIO
Trimble Navigation Limited
Sunnyvale, CA 94085-3913

DATE: Oct 9, 2020

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

Lynda Sakseangvirat
District Director
San Jose District, Hawaii and Guam and Others

DATE: _____

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

(b) (7)(E), (b) (6)

Compliance Officer
Hawaii Area Office

DATE: October 9, 20