

CONCILIATION AGREEMENT
Between
THE U. S. DEPARTMENT OF LABOR
OFFICE OF FEDERAL CONTRACT COMPLIANCE PROGRAMS
And
TRUGREEN LIMITED PARTNERSHIP
300 DOMINION DRIVE, SUITE 300
MORRISVILLE, NORTH CAROLINA

PART I. PRELIMINARY STATEMENT

The Office of Federal Contract Compliance Programs ("OFCCP") evaluated TruGreen Limited Partnership (TruGreen) located at 300 Dominion Drive, Suite 300, Morrisville, North Carolina and found that TruGreen was not in compliance with the Executive Order 11246, as amended ("E.O. 11246"), and their implementing regulations at 41 C.F.R. § Chapter 60. OFCCP notified TruGreen of the specific violations found and the corrective actions required in a Notice of Violations issued on April 25, 2019. In the interest of resolving the violations without engaging in further legal proceedings and in exchange for the good and valuable consideration described in this document, OFCCP and TruGreen enter this contract ("Conciliation Agreement" or "Agreement") and agree to all the terms stated below.

PART II. GENERAL TERMS AND CONDITIONS

1. In exchange for TruGreen's fulfillment of all obligations in Parts III and IV of the Agreement, OFCCP agrees not to institute administrative or judicial enforcement proceedings under E.O. 11246 based on the violations described in more detail in Part III below. However, OFCCP has the right to initiate legal proceedings to enforce the Agreement itself or to correct and obtain relief for the violations described in Part III if TruGreen violates this Agreement. Nothing in this Agreement precludes OFCCP from initiating enforcement proceedings based on future compliance evaluations or complaint investigations.
2. TruGreen agrees that OFCCP may review its compliance with this Agreement. As part of such review, OFCCP may require written reports, inspect the premises, interview witnesses, and examine and copy documents. TruGreen will permit access to its premises during normal business hours for these purposes and will provide OFCCP with all reports and documents requested.
3. TruGreen understands that nothing in this Agreement relieves TruGreen of its obligation to fully comply with the requirements of E.O. 11246, Section 503, VEVRAA, their implementing regulations, and other applicable equal employment laws.
4. TruGreen promises not to harass, intimidate, threaten, discriminate, or otherwise retaliate against any individual because the individual: benefits from this Agreement, files a complaint or participates in any investigation or proceeding under E.O. 11246, Section 503, and/or VEVRAA, or engages in any activity listed at 41 C.F.R. § 60-1.32(a).

5. The parties understand the terms of this Agreement and enter into it voluntarily.
6. This document and its attachments contain the complete and final understanding of the parties with respect to the matters referenced herein. This Agreement contains all terms by which the parties are bound and it supersedes all prior written or oral negotiations and agreements. There will be no modifications or amendments to this Agreement unless they are in writing, signed by all parties.
7. If one or more provisions of this Agreement are rendered unlawful or unenforceable, the remaining provisions will remain in full force and effect.
8. This Agreement becomes effective on the day it is signed by the District Director (the "Effective Date") unless the Regional Director or Director of OFCCP indicates otherwise within 45 calendar days of the date the District Director signs the Agreement.
9. This Agreement will expire sixty (60) days after TruGreen submits the final progress report required in Part IV, below, unless OFCCP notifies TruGreen in writing prior to the expiration date that TruGreen has not fulfilled all of its obligations under the Agreement, in which case the Agreement is automatically extended until the date that OFCCP determines TruGreen has met all of its obligations under the Agreement.
10. If TruGreen violates this Conciliation Agreement,
 - A. The procedures set forth at 41 C.F.R. § 60-1.34 will govern:
 - 1) If OFCCP believes that TruGreen violated any term of the Agreement while it was in effect, OFCCP will send TruGreen a written notice stating the alleged violations and summarizing any supporting evidence.
 - 2) TruGreen will have 15 days from receipt of such notice to demonstrate in writing that it has not violated the Conciliation Agreement, unless such a delay would result in irreparable injury to the employment rights of affected employees or applicants.
 - 3) If TruGreen 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.
 - 4) OFCCP may seek enforcement of this Agreement itself and is not required to present proof of any underlying violations resolved by this Agreement.
 - B. TruGreen may be subject to the sanctions set forth in Section 209 of the Executive Order, and/or other appropriate relief for violation of this Agreement.

11. This Agreement does not constitute an admission by TruGreen of any violation of E.O. 11246, Section 503, VEVRAA, or other laws, nor has there been an adjudicated finding that TruGreen violated any laws.

PART III. SPECIFIC VIOLATIONS AND REMEDIES

1. **VIOLATION:** During the period from January 1, 2016 through December 31, 2016, TruGreen failed to collect and maintain all personnel and employment records in accordance with the requirements of 41 CFR 60-1.12. Specifically, TruGreen failed to preserve and make available to OFCCP complete and accurate employment records, including employment applications, disposition codes, and interview forms for all individuals considered for employment for the 4A Indoor/Outdoor Sales Representative job group. TruGreen stated it was unable to locate these records.

REMEDY: TruGreen agrees to ensure that all records are collected and maintained in accordance with the requirements of 41 CFR 60-1.12.

2. **VIOLATION:** During the period from January 1, 2016 to December 31, 2016, TruGreen failed to implement a system to identify problem areas and develop and execute action-oriented programs to correct any problem areas identified to comply with 41 CFR 60-2.17(b) and (c). Specifically, as a result of Violation 1, TruGreen was unable to perform in-depth analyses of its total employment process causing it to report inaccurate personnel activity data. Consequently, TruGreen was unable to develop and execute action-oriented programs designed to correct any problem areas identified pursuant to 60-2.17(b).

REMEDY: TruGreen agrees to implement systems to accurately identify problem areas through conducting in-depth analyses and develop and execute action-oriented programs to correct any problem areas identified as required by 41 CFR 60-2.17(b) and (c). TruGreen agrees to evaluate:

- a. The workforce by organizational unit and job group to determine whether there are problems of minority or female utilization (i.e., employment in the unit or job group), or of minority or female distribution (i.e., placement in different jobs within the unit or group);
- b. Personnel activity (applicant flow, hires, terminations, promotions, and other personnel actions) to determine whether there are selection disparities;
- c. Compensation system(s) to determine whether there are gender-, race-, or ethnicity-based disparities;

- d. Selection, recruitment, referral, and other personnel procedures to determine whether they result in disparities in the employment or advancement of minorities or females; and
 - e. Any other areas that might impact the success of the affirmative action program.
- If there are problem areas identified as part of this process, TruGreen agrees to develop and execute action-oriented programs pursuant to 41 CFR 60-2.17(c).

PART IV: REPORTS REQUIRED

1. REPORT SUBMISSION

TruGreen must submit the documents and reports described below to: Marvin Jordan, District Director of OFCCP, 230 N. 1st Avenue, Suite 503, Phoenix AZ 85003.

2. REPORTING DATES

The reporting periods and due dates for these progress reports are outlined below:

Report	Due Date	Period Covered
#1	January 31, 2020	June 1, 2019 through December 31, 2019
#2	January 31, 2021	January 1, 2020 through December 31, 2020

3. REPORT CONTENTS

The two reports shall contain the following:

- a) A spreadsheet identifying total number of applicants, broken down by each individual's: name; gender; race and/or ethnic group; date(s) applied; position(s) applied for; referral source (as appropriate); referral date (as appropriate); disposition; disposition date; and reason(s) individual was not hired (as appropriate) for the 4A Sales Worker job group;
- b) For the 4A Sales Worker job group, the results of the analysis as to whether its total selection process has adverse impact, as defined in 41 C.F.R. §§ 60-3.4D, on those members of groups set forth in subparagraph 2 above;
- c) For the 4A Sales Worker job group, the qualifications used, if any, and the stage at which TruGreen used the qualifications as a screening device;
- d) For each case where the total selection process has an adverse impact, as defined in 41 C.F.R. §§ 60-3.4C, the results of TruGreen's evaluation of the individual components of the selection process for adverse impact; and

- e) The actions taken by TruGreen, where action is appropriate, after determining that any component of the selection process has an adverse impact on member of groups set forth in subparagraph 2, above;

TruGreen will retain all records and data pertinent to the violations resolved by this Agreement and/ or used to prepare required reports until this Agreement expires or as long as required by OFCCP's regulations, whichever date occurs later (or "whichever time period is longer").

PART V: SIGNATURES

This Conciliation Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and TruGreen Limited Partnership, 300 Dominion Drive, Suite 300, Morrisville, North Carolina.

DATE: 4/29/2019

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

JENNIFER L. FUTCH
Associate General Counsel
TruGreen
1790 Kirby Parkway
Suite 300
Memphis, TN 38138

DATE: 4/30/2019

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

Compliance Officer
Office of Federal Contract
Compliance Programs
Phoenix District Office

DATE: 4/30/2019

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

MARVIN R. JORDAN
Director
Office of Federal Contract
Compliance Programs
Phoenix District Office