

JUN 17 1998

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF ARKANSAS
WESTERN DIVISION

JAMES W. MCCORMACK, CLERK
By: [Signature]
DEP CLERK

EQUAL EMPLOYMENT OPPORTUNITY)
COMMISSION,)
)
Plaintiff;)
)
v.)
)
YOUTH HOME, INC.,)
)
Defendant;)
)
DIANA COLEMAN,)
)
Intervenor.)

CIVIL ACTION NO.
LR-C-97-0827

CONSENT DECREE

This lawsuit was filed by the Equal Employment Opportunity Commission (the Commission) against Youth Home, Inc. (Youth Home) under VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. Section 2000e, et seq. (Title VII). In the lawsuit the Commission claims that Youth Home discriminated against Diana Coleman and pregnant employees as a class because they were pregnant. Diana Coleman has intervened in the lawsuit.

The Commission and Youth Home have agreed to this consent decree to settle all of the Commission's claims involved in this lawsuit.

The Court has reviewed the terms of this decree in light of the applicable laws and regulations, and hereby approves this decree. **THEREFORE**, it is hereby **ORDERED**:

I. JURISDICTION

The United States District Court for the Eastern District of Arkansas, Western Division, has jurisdiction over the parties and subject matter of this lawsuit, and will retain jurisdiction over this decree for purposes of enforcement and dispute resolution.

II. DISCLAIMER

This decree, being entered with the consent of the Commission and Youth Home for purposes of settlement, shall not constitute an adjudication or findings on the merits of the case and shall in no manner be construed as an admission by Youth Home of any violation of Title VII or any executive order, law, rule, or regulation dealing with or in connection with discrimination in employment. Youth Home has denied and continues to deny the allegations of discriminatory actions or practices referred to in this lawsuit. Neither the negotiation of or agreement to this decree is an admission or acknowledgment by Youth Home that any of its employees, officers, directors, or agents have violated Title VII.

III. DURATION OF DECREE

This decree will be binding on the Commission and Youth Home for two years after the date of its entry by the Court.

IV. INJUNCTIVE RELIEF

Youth Home, its managers, officers, directors, agents, and successors are enjoined from discriminating against pregnant employees because they are pregnant.

V. POLICY AND PRACTICE

Youth Home's former practice of sending letters to pregnant employees' doctors was voluntarily ended in April of 1995, and will not be resumed. The written policy which required that employees who became pregnant inform their supervisor as soon as possible was voluntarily rescinded in November of 1996. The written policy pertaining to pregnancy which is attached to this decree as Attachment A was implemented on May 22, 1997, and will be followed.

VI. INDIVIDUAL REMEDIES

Youth Home will pay Diana Coleman \$3,400.00 in compensatory damages. A check for this amount, made out to "Diana Coleman and Willard Proctor, Jr.", will be sent to Ms. Coleman's attorney, Willard Proctor, Jr., within twenty days after this decree is entered by the Court and the entered decree is received by Youth Home. A copy of the check and the letter conveying the check will be mailed at the same time to:

Carson L. Owen, Senior Trial Attorney
Equal Employment Opportunity Commission
1407 Union Ave., Suite 621
Memphis, TN 38104.

After the entry of this decree and the execution by Pam Ivey of the Release attached to this decree as Attachment B, Youth Home will pay Ms. Ivey \$2,000.00

in compensatory damages. A check for this amount will be sent to Ms. Ivey at 1795 Monaco Drive, Conway, AR 72032, within twenty days after Youth Home receives the entered decree and the executed release. A copy of the check and the letter conveying the check to Ms. Ivey will be mailed at the same time to Carson Owen at the address shown above.

After the entry of this decree and the execution by Sherry Nellums of the Release attached to this decree as Attachment C, Youth Home will pay Ms. Nellums \$1,300.00 in compensatory damages. A check for this amount will be sent to Ms. Nellums at 403 S. Park, England, AR 72046, within twenty days after Youth Home receives the entered decree and the executed release. A copy of the check and the letter conveying the check to Ms. Nellums will be mailed at the same time to Carson Owen at the address shown above.

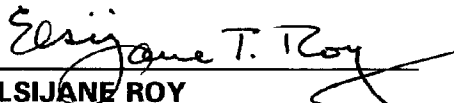
VII. POSTING OF NOTICE

Youth Home will post the notice attached to this decree as Attachment D for thirty days in conspicuous places upon its premises where notices to employees and applicants for employment are customarily posted. Within twenty days after the entry of this decree Youth Home will send a letter to Carson Owen, at the address shown above, verifying that the notice has been posted.

VIII. COSTS AND ATTORNEY'S FEES

The Commission and Youth Home will each bear their own costs and attorney's fees incurred in this lawsuit.

SO ORDERED this 16th day of June, 1998.

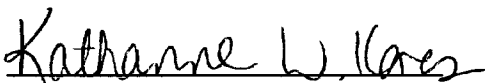

ELSIJANE ROY
UNITED STATES DISTRICT JUDGE


Consented to on behalf of the respective parties:


For the Commission:

C. GREGORY STEWART
General Counsel

GWENDOLYN YOUNG REAMS
Associate General Counsel


KATHARINE W. KORES
Regional Attorney


TERRY BECK
Supervisory Trial Attorney



CARSON L. OWEN
Senior Trial Attorney

**EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION**
1407 Union Avenue, Suite 621
Memphis, Tennessee 38104
Telephone number: (901) 544-0133


For Youth Home:


BETH CARTWRIGHT
Executive Director
YOUTH HOME, INC.

WRIGHT, LINDSEY & JENNINGS LLP
200 W. Capitol Ave., Suite 2200
Little Rock, AR 72201-3699
Telephone number: (501) 371-0808

By: 
WILLIAM STUART JACKSON
(92189)

ATTORNEYS FOR DEFENDANT

THIS DOCUMENT ENTERED ON
DOCKET SHEET IN COMPLIANCE
WITH RULE 58 AND/OR RULE ERCP
ON 6/18/98 BY 

POLICIES AND PROCEDURES

Policy No.: 301	Approval Date: 05/22/97	Page 11 of 15
Supersedes: 301	Date: 06/03/96 (R)	
Subject: PERSONNEL		

If not covered by or eligible for FMLA, paid sick leave may be used for illness of immediate family if the employee is responsible for their personal care up to a maximum of ten consecutive days per illness.

Holidays and regular non-working days within a period of illness are not paid as sick leave.

Sick leave time accumulated is not paid at termination of employment.

4. **Bereavement Leave**

In the event of a death in the immediate family, an employee will receive up to three (3) working days off with pay. Immediate family includes spouse, child, stepchild, mother, father, stepparent, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandparent and grandchild.

5. **Maternity Leave**

Pregnancy and childbirth are treated as any other illness.

6. **Jury Duty**

An employee is excused for jury duty for each day actually served. The employee is paid her/his regular salary if jury fees, minus expenses, are turned in to the Business Office.

7. **Injury Leave**

An employee injured on the job, however slightly, will report the fact immediately to her/his supervisor. A Workers' Compensation report is completed by the employee and submitted within 24 hours to the Personnel Office, or on the next regular business day.

Injured employees are paid under guidelines of Worker's Compensation Insurance. Employees are considered on leave without pay from the agency after the first day of injury. Employees may choose to use earned sick leave or vacation to supplement Worker's Compensation benefits up to their salary level. Holidays occurring during this period shall not be earned. Agency paid benefits may be continued for up to three months from date of injury.

8. **Military Leave**

An employee inducted into the Armed Services or called up for active duty is provided a leave of absence as required by federal law. It is the employee's responsibility to notify her/his supervisor and provide documentation of military duty.

a. **Return to Work**

If an employee requests reinstatement within 90 days after discharge from military service, he/she will be rehired with full rights of the former job or its equivalent, if he/she is physically capable of performing the work.

b. **Seniority**

Employees in the military service will continue to receive credit for seniority.

RELEASE OF PAM IVEY

I, Pam Ivey, residing at 1211 Watkins St., Conway, Arkansas 72032, understand that the United States Equal Employment Opportunity Commission (EEOC) has filed a lawsuit against Youth Home, Inc. (Youth Home), Equal Employment Opportunity Commission v. Youth Home, Inc., Civil Action No. LR-C-97-0827, in the United States District Court for the Eastern District of Arkansas, Western Division. I understand that the lawsuit claims that Youth Home violated Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. Section 2000e, et seq. (Title VII), by discriminating against pregnant employees as a class because they were pregnant. I understand that Diana Coleman intervened in the lawsuit. I understand that Youth Home denies that any discrimination occurred. I understand that a settlement has been agreed to by EEOC and Youth Home, and that as part of that settlement I will be paid \$2,000.00 in compensatory damages by Youth Home. In consideration for receiving this amount from Youth Home I hereby release Youth Home, its subsidiaries, affiliated companies or corporations, successors, assigns, stockholders, directors, officers, agents, insurers, and past and present employees (collectively referred to as "Youth Home") from all claims asserted in Equal Employment Opportunity Commission and Diana Coleman v. Youth Home, Inc., Civil Action No. LR-C-97-0827, which relate to me, which includes all claims that Youth Home has discriminated against me

because I was pregnant. I understand that the \$2,000.00 is being paid to and accepted by me in settlement of all such claims.

I have read this release, consisting of two pages, I understand it, and I have voluntarily signed it. I also understand that the payment made shall never be construed as an admission of liability by Youth Home, by whom allegations of liability and any unlawful or improper conduct are expressly denied.

Pam Ivey

STATE OF ARKANSAS

COUNTY OF _____

SUBSCRIBED AND SWORN TO before me

this ____ day of _____, 1998.

Notary Public

My commission expires _____.

RELEASE OF SHERRY NELLUMS

I, Sherry Nellums, residing at 403 South Park, England, Arkansas 72406, understand that the United States Equal Employment Opportunity Commission (EEOC) has filed a lawsuit against Youth Home, Inc. (Youth Home), Equal Employment Opportunity Commission v. Youth Home, Inc., Civil Action No. LR-C-97-0827, in the United States District Court for the Eastern District of Arkansas, Western Division. I understand that the lawsuit claims that Youth Home violated Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. Section 2000e, et seq. (Title VII), by discriminating against pregnant employees as a class because they were pregnant. I understand that Diana Coleman intervened in the lawsuit. I understand that Youth Home denies that any discrimination occurred. I understand that a settlement has been agreed to by EEOC and Youth Home, and that as part of that settlement I will be paid \$1,300.00 in compensatory damages by Youth Home. In consideration for receiving this amount from Youth Home I hereby release Youth Home, its subsidiaries, affiliated companies or corporations, successors, assigns, stockholders, directors, officers, agents, insurers, and past and present employees (collectively referred to as "Youth Home") from all claims asserted in Equal Employment Opportunity Commission and Diana Coleman v. Youth Home, Inc., Civil Action No. LR-C-97-0827, which relate to me, which includes all claims that Youth Home has discriminated against me

because I was pregnant. I understand that the \$1,300.00 is being paid to and accepted by me in settlement of all such claims.

I have read this release, consisting of two pages, I understand it, and I have voluntarily signed it. I also understand that the payment made shall never be construed as an admission of liability by Youth Home, by whom allegations of liability and any unlawful or improper conduct are expressly denied.

Sherry Nellums

STATE OF ARKANSAS

COUNTY OF _____

SUBSCRIBED AND SWORN TO before me

this ____ day of _____, 1998.

Notary Public

My commission expires _____.

NOTICE TO ALL EMPLOYEES

This Notice is being posted as part of a voluntary agreement between the United States Equal Employment Opportunity Commission (EEOC) and Youth Home, Inc. (Youth Home).


EEOC enforces Title VII of the Civil Rights Act of 1964 (Title VII), which prohibits employment discrimination based on race, color, religion, sex, or national origin; the Age Discrimination in Employment Act; the Equal Pay Act; sections of the Civil Rights Act of 1991; and Title I of the Americans With Disabilities Act, which prohibits discrimination against people with disabilities. Title VII's prohibition against sex discrimination includes a prohibition against pregnancy discrimination. Employees and applicants for employment who are pregnant must be treated the same as employees and applicants who are not pregnant and who are similar in their ability or inability to work.

Youth Home supports and will comply with these Federal laws in all respects, and will not take any action against any employee or applicant for employment because they have exercised their rights under the law by complaining about employment discrimination or filing a discrimination charge with EEOC.

Our maternity leave policy no longer requires that an employee who becomes pregnant inform her supervisor. Youth Home changed that policy in November of 1996. In addition, Youth Home's policy no longer requires that a letter be sent to pregnant employees' doctors asking if the employee's pregnancy will impede her job

Attachment D

performance. Youth Home changed that policy in April of 1995. Youth Home will treat pregnant employees the same way we treat employees who are not pregnant and who are similar in their ability or inability to work.



Beth Cartwright
Executive Director