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IN THE UNITED STATES DISTRICT COURT  
FOR THE MIDDLE DISTRICT OF FLORIDA

2001 NOV 27 P 2:41

2001 NOV 23 A 9 09 JACKSONVILLE DIVISION

CLERK, US DISTRICT COURT  
MIDDLE DISTRICT OF FLORIDA  
JAC. SO. DISTRICT FLORIDA

EQUAL EMPLOYMENT OPPORTUNITY )  
COMMISSION )  
PLAINTIFF )

Plaintiff,

) CIVIL ACTION NO.

) 3:00-cv-1075-J-20C

v.

) JUDGE HARVEY E. SCHLESINGER

AA PRECAST INCORPORATED, )

Defendant. )

CONSENT DECREE

The Plaintiff, the Equal Employment Opportunity Commission ("EEOC"), filed this action on September 28, 2000, alleging a violation of Title VII of the Civil Rights Act of 1964 ("Title VII") and Title I of the Civil Rights Act of 1991, to correct unlawful employment practices on the bases of sex. Specifically, the EEOC alleged that Defendant, AA Precast Incorporated ("AA Precast"), violated Title VII, by refusing to hire Linda Miller Blodgett for the position of laborer, because of her sex.

This Consent Decree is designed to resolve the disputes between the parties with regard to this lawsuit. This Consent Decree is being entered by mutual agreement of the parties solely for the purpose of settlement. In the interest of resolving this matter and as a result of having engaged in extensive settlement negotiations, the parties have agreed that this action should be resolved by entry of this Consent Decree. This Consent Decree is binding upon the parties.

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The parties agree that this Decree resolves all of the issues raised by EEOC Charge Number 150 98 3291, and or the EEOC complaint in this case. The parties further agree that this Decree does not resolve any charges of discrimination that may be pending with the EEOC other than the charge referenced in this Consent Decree.

Now, therefore, the Court having carefully examined the terms and provisions of this Consent Decree, and based on the pleadings filed by the parties, it is

ORDERED, ADJUDGED, AND DECREED THAT:

**I. Jurisdiction**

1. This Court has jurisdiction of the subject matter of this action and the parties for the purpose of entering and enforcing this Decree.
2. Venue is proper.
3. No party shall contest the jurisdiction of this Federal Court to enforce this Decree and its terms or the right of the EEOC to bring an enforcement suit upon breach of any of the terms of this Decree.
4. Defendant, its officers, managers, employees, agents and partners, are permanently enjoined from engaging in any unlawful employment practices based on sex.
5. Defendant, its officers, managers, employees, agents and partners, are permanently enjoined from discriminating against any individual who opposes any of Defendant's practices which the employee believes to be a violation of Title VII; or who files a charge of discrimination with the EEOC alleging violation(s) of such statute; who cooperates with the EEOC in the investigation and/or prosecution of any charge of discrimination; or who cooperated in the investigation or prosecution of this case.

## **II. Development and Distribution of Anti-Discrimination Policies**

Defendant agrees, to adopt and implement the written policy of compliance with Title VII of the Civil Rights Act of 1964 (Title VII), attached as Exhibit A. The policy will be given to all new employees and all present employees with their first paycheck, after the Court's execution of the Decree. The policy will also be displayed on a bulletin board in the AA Precast facilities where other employee information is commonly posted. The policy will also be included in the next published update of Defendant's Employee Handbook.

## **III. Training on Anti-Discrimination Laws**

In order to further ensure the effective implementation of Defendant's nondiscrimination policy, Defendant agrees to conduct annual training for all of its officers, managers and human resources personnel for the duration of this Decree. The first annual training shall occur within one month after establishment and distribution of the policy, referenced in section II and no later than January 4, 2002. The trainings will focus on the requirements of Title VII as it relates to gender discrimination. The training will also include the following topics: prevention of discrimination based on sex and sexual harassment and prevention of discrimination based on retaliation. These training sessions will last for at least four (4) hours in length and will be conducted by Hedrick Dewberry Regan & Durant or other law firm. Defendant also agrees to provide the EEOC with at least two weeks notice before it conducts each training session and to provide copies of the training materials to the EEOC. Defendant agrees that the EEOC, may be in attendance at training sessions. Defendant agrees that within 30 days after each training session, it will provide the EEOC with a list that sets forth the date of the training, subjects discussed, and the names and job titles of

the individuals in attendance at the training session. Defendant will pay for the trainer, his/her preparation time, and all materials incident to the training.

#### **IV. Posting**

Defendant agrees to post within seven days from the date of execution of this Consent Decree an eleven by seventeen inch copy of the notice attached hereto as Exhibit B.

#### **V. Recruiting And Hiring**

- A. AA Precast will affirmatively recruit female employees for all its job classifications, with special emphasis on laborer positions by advertising for any vacancies in the Jacksonville Times Union. Advertisements will include a statement affirming that AA Precast is an equal opportunity employer. AA Precast will document its recruitment efforts and maintain all records pertaining thereto, including employment applications, for the duration of this Decree.
- B. AA Precast will establish a hiring process based upon objective criteria such as prior experience, background and education. All persons interested in applying for a position with Defendant shall be permitted to do so by giving them an employment application to complete. Upon receipt of the employment application, Defendant, through its authorized representatives, shall evaluate and interview the applicant, if necessary, prior to the selection. Defendant will establish and maintain an evaluation form for each applicant specifically describing the actions it took with respect to each person and the reasons for selection or non-selection. These evaluation forms will be attached to each applicant's employment application.

**VI. Monitoring**

- A. AA Precast will retain all employment records, including applications for employment and personnel forms, for the duration of this Decree.
- B. AA Precast agrees to provide the EEOC with certification that it conducted the training referenced in Section III within fourteen (14) days after each individual session occurs and no later than July 30<sup>th</sup> annually throughout the duration of the Decree.
- C. AA Precast agrees to provide the EEOC with its first certification that it posted the notice referenced in Section IV within seven (7) days from the Court's execution of this Decree. At the end of each six (6) month period following the execution date of this Decree, Defendant will certify in writing to Plaintiff that the notice has remained posted for the entire preceding six-month period.
- D. The Defendant shall submit written reports to the Commission every six (6) months and thereafter for the life of this Consent Decree. The first report shall be received no later than June 3, 2002. The final report shall be submitted to the Commission thirty days prior to the expiration of the Consent Decree. Each report shall contain:
  - 1. the names, addresses and telephone numbers of all Defendant's current female employees at all of its facilities who occupy laborer positions;
  - 2. the names, addresses and telephone numbers of all female applicants who applied for a laborer position with Defendant at any of its facilities but were not selected;
  - 3. the names, addresses, telephone numbers, and gender of the applicants who were selected for laborer position vacancies;

4. Defendant will attach to the report any related documentation of the rejected female applicant and the selected applicant for each laborer position, such as application form, evaluation form referenced in Section V.B., notes taken by any AA Precast employee regarding each applicant's background and qualifications, and notes indicating an assessment of each applicant's performance on any pre-employment tests, which were administered; and
  5. the names, addresses and telephone numbers of any employees who raised a complaint of discrimination based on sex or opposed any practices which he or she reasonably believed involved discrimination based on sex.
- E. The EEOC shall have the opportunity to interview employees identified by the EEOC to monitor compliance with this Decree. Interviews may be conducted at Defendant's facilities during normal business hours to the extent such interviews do not interfere with Defendant's normal business operations.
- F. Ruth Joyner or Linda Harris shall act as Defendant's representatives for the purpose of coordinating the submission of reports that are required herein. All reports and documents required to be delivered by AA Precast to the EEOC shall be mailed to: Rachel H. Shonfield, Trial Attorney, Equal Employment Opportunity Commission, One Biscayne Tower, Suite 2700, Two South Biscayne Blvd., Miami, Florida 33131.

#### **VII. Monetary Relief**

- A. Defendant hereby agrees to pay a total of \$10,000 to Linda Miller Blodgett. These monies are representative of back wages. Defendant shall make all appropriate deductions for federal, state, and local taxes and FICA. Defendant will also issue an I.R.S. form W-2, and

shall be responsible for the payment of the employer's share of any federal, state, or local taxes, and social security withholdings.

- B. Within 14 days after the entry of the Court's Order, Defendant will mail, certified mail return receipt, a check to the claimant for \$5,000 in Section VII.A. Three months thereafter Defendant shall make payment in the same manner for the remaining \$5,000. A copy of statements showing the withholdings shall accompany the checks. Concurrent with the mailing of the checks, Defendant agrees to copy the EEOC on the withholding statements, the checks, the W-2 forms, and the certified return receipts.
- C. If the Defendant fails to tender the above-mentioned payments, the Defendant shall:
- (1) pay interest on the defaulted payment at the rate calculated pursuant to 26 U.S.C. Section 6621(b) until the same is paid; and
  - (2) bear any additional costs incurred by the EEOC caused by the non-compliance or delay of the Defendant.

### **VIII. Enforcement**

- A. The Commission shall have independent authority to seek judicial enforcement of each aspect, term or provision of this Decree. The Commission will take whatever measures it deems appropriate to effectuate the enforcement of the terms of this decree.
- B. This Decree shall remain in effect for three years from the date of the Court's execution of this Decree.

### **IX. Costs**

AA Precast and the EEOC shall bear their own costs and attorney fees associated with this litigation.

*The Clerk shall close this case.*

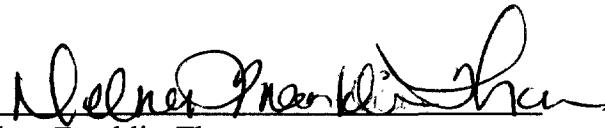
DONE AND ORDERED in Chambers in Jacksonville, Florida, this 27<sup>th</sup> day of November,

2001.

  
\_\_\_\_\_  
HARVEY E. SCHLESINGER  
United States District Judge

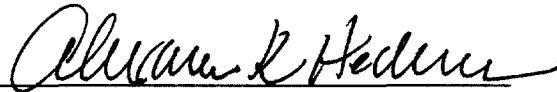
Agreed:

FOR THE PLAINTIFF:  
UNITED STATES EQUAL EMPLOYMENT  
OPPORTUNITY COMMISSION

by: 

Delner Franklin-Thomas  
Regional Attorney  
EEOC Miami District Office  
1 Biscayne Tower  
2 S. Biscayne Blvd.  
Miami, Florida 33131

FOR THE DEFENDANT:

by: 

ALEXANDRA K. HEDRICK, ESQ.  
HEDRICK DEWBERRY REGAN & DURANT  
Attorney for the Defendant  
Florida Bar No.  
50 North Laura Street  
Suite 1600  
Jacksonville, FL 32202  
(904) 356-0045



## **Equal Employment Opportunity Policy**

It is our policy to provide equal employment opportunity to all qualified employees and applicants without regard to race, color, sex, age, religion, national origin, citizenship, disability, marital status, or other legally protected status. The Company prohibits any form of unlawful discrimination based on race, color, sex, age, religion, national origin, citizenship, disability, marital status, or other legally protected status. Equal employment opportunity will be provided in employment recruitment, selection, job assignments, compensation, training, benefits, promotion, demotion, layoffs, termination, and all other terms, conditions, and privileges of employment.

## **Harassment**

It is our policy to treat every employee with consideration and respect in an environment that is free from discrimination and harassment, including but not limited to harassment relating to race, color, sex, age, religion, national origin, citizenship, disability, marital status, or other legally protected status. Harassment, either verbal or physical, can be a violation of the law. We prohibit harassment, and such behavior will result in disciplinary action, up to and including termination. We will promptly and thoroughly investigate all complaints regarding possible harassment and take corrective action as warranted.

Sexual harassment is defined as: unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature when:

- submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment;
- submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or
- such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

## **Complaint Procedure**

If you experience or become aware of any discriminatory behavior or any inappropriate activity by any person which might be considered to be discriminatory conduct or harassment in violation of our policy, you should report it to Wayne Joyner or to the office manager, Linda Harris.

Complaints will be promptly, thoroughly and impartially investigated. We will maintain the complaint and information obtained during the investigation with confidentiality, to the extent permitted by the circumstances.

After the investigation has been completed, appropriate corrective action will be taken.

Exhibit "A"

**Retaliation**

This policy also prohibits retaliation against employees who bring complaints or assist in the investigation of charges. Such employees will not be adversely affected in terms and conditions of employment, nor discriminated against or discharged because of the complaint or assistance.

POSTED PURSUANT TO A DECREE OF THE  
UNITED STATES DISTRICT COURT FOR THE  
MIDDLE DISTRICT OF FLORIDA, MIAMI DIVISION

In the Action of  
EQUAL EMPLOYMENT OPPORTUNITY COMMISSION v.  
AA PRECAST INCORPORATED

This notice is being posted pursuant to a Consent Decree in EEOC v. AA Precast Incorporated, Case No.: 3:00-cv-1075-J-20C in the Middle District of Florida. AA Precast Incorporated has agreed that it will not discriminate against employees in violation of Title VII of the Civil Rights Act of 1964, as amended ("Title VII"). Title VII protects individuals from sex discrimination in all aspects of their employment, including hiring, promotions and discharge.

AA Precast Incorporated assures its employees that it supports Title VII, and that it will not take any action against an individual because he/she has exercised his/her rights under the law to oppose discriminatory acts or to file charges with the EEOC.

This notice shall remain posted for three (3) years from the date signed. Employees or applicants for employment who have questions about their rights under title VII, or any other federal anti-discrimination law, may telephone the Miami District Office of the Equal Employment Opportunity Commission at 1-800-669-4000 or (305)530-7100.

Signed this \_\_\_\_ day of \_\_\_\_\_, 2001.


\_\_\_\_\_  
President, AA Precast, Incorporated

Post Until \_\_\_\_\_

Exhibit "B"

Date Printed: 11/28/2001

Notice sent to:

 — Rachel H. Shonfield, Esq.  
Equal Employment Opportunity Commission  
Miami District Office  
One Biscayne Tower  
2 S. Biscayne Blvd., Suite 2700  
Miami, FL 33131

— Alexandra K. Hedrick, Esq.  
Hedrick, Dewberry, Regan & Durant  
Bank of America Tower, Suite 1600  
50 N. Laura St.  
Jacksonville, FL 32202

— Michael J. Dewberry, Esq.  
Hedrick, Dewberry, Regan & Durant  
Bank of America Tower, Suite 1600  
50 N. Laura St.  
Jacksonville, FL 32202