

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

UNITED STATES EQUAL EMPLOYMENT OPPORTUNITY COMMISSION,)	
)	
Plaintiff,)	Civil Action No. 02 C 4976
)	
v.)	
)	Judge Darrah
PICKUS CONSTRUCTION and EQUIPMENT COMPANY, INC.)	
)	
Defendant.)	Magistrate Judge Levin
)	

CONSENT DECREE

THE LITIGATION

1. On July 15, 2002, Plaintiff United States Equal Employment Opportunity Commission (the "EEOC") filed its complaint in this action alleging that Defendants Gurtz Electric Co. ("Gurtz") and Pickus Construction and Equipment Co. ("Pickus") violated Title VII of the Civil Rights Act of 1964 ("Title VII") by discriminating against Charging Party, Wendy Cordts, and a class of women because of their sex by subjecting them to a sexually hostile work environment and by failing to take prompt remedial action intended to eliminate the harassment after Defendants became aware of such behavior.

2. As a result of their having engaged in comprehensive settlement negotiations, the EEOC and Defendant Pickus have agreed that the claims against Defendant Pickus should be fully and finally resolved by entry of this Consent Decree (hereafter "Decree"). The claims against Defendant Gurtz were resolved by consent decree entered on March 13, 2003. Thus, this

decree fully and finally resolves the lawsuit.

3. Nothing in this Decree shall constitute or shall be deemed to constitute an admission by any party, or a finding by the Court, with respect to the merit or lack of merit of any of the claims or defenses of any party.

FINDINGS

4. Having examined the terms and provisions of this Decree, and based on the pleadings, record, and stipulations of the parties, the Court finds the following:

A. This Court has jurisdiction of the subject matter of this action and of the parties to this case;

B. The terms of this Decree are adequate, reasonable, equitable and just and the rights of the Charging Party, the members of the class, the EEOC, and Pickus and the public interest are adequately protected by this Decree; and

C. This Decree conforms with the Federal Rules of Civil Procedure and Title VII, and is not in derogation of the rights or privileges of any person. The entry of this Decree will further the objectives of Title VII and will be in the best interests of the Charging Party, the EEOC, Pickus and the public.

NOW, THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED THAT:

INJUNCTIVE RELIEF

5. Defendant, its directors, officers, agents, assigns, employees and successors are permanently enjoined from engaging in any employment practice which discriminates on the basis of sex.

6. Defendant shall not retaliate in any way against any person, including, without limitation, Wendy Cordts and Barbara Craddock, because such person has opposed any practice made unlawful under Title VII, filed a Charge of Discrimination under Title VII, testified or participated in any manner in any investigation, proceeding, or hearing under Title VII, or asserted any rights under or benefitted from this Decree.

MONETARY RELIEF

7. Pickus shall pay a total of \$23,750 in monetary relief for non-wage, compensatory damages to Wendy Cordts and \$6,000 in monetary relief for non-wage compensatory damages to Barbara Craddock. Upon entry of this Consent Decree, the EEOC shall mail to Charging Party and Ms. Craddock a Release Agreement in the form of Exhibit A hereto. To be eligible for relief pursuant to this Consent Decree, Charging Party and Ms. Craddock must execute and return to the EEOC the Release Agreement in the form of Exhibit A releasing their claims of sex discrimination under Title VII. The Commission will send to Pickus the executed Releases it receives from Charging Party and Ms. Craddock. Within ten (10) days of Pickus' receipt of an executed Release Agreement, Pickus shall mail to Charging Party and Ms. Craddock checks in the amount of \$23,750 and \$6,000 respectively at addresses to be provided by the EEOC. Pickus shall also mail a copy of each such check to the EEOC at the address set forth in Paragraph 19, below. All parties will bear their own fees and costs.

RECORD-KEEPING

8. In order to enable the EEOC to monitor the relief afforded by this Decree for the duration of this Decree, Defendant shall maintain and make available for inspection and copying by the EEOC all documents and records which refer or relate to employee complaints

regarding alleged sexual harassment made subsequent to the entry of this Decree.

9. Defendant shall make all documents or records referred to in Paragraph 8, above, available for inspection and copying within ten (10) days after the EEOC so requests. In addition, Defendant shall make available all persons within its employ whom the EEOC reasonably requests for the purpose of verifying compliance with this Decree, and shall permit the EEOC to enter Defendant's premises during regular business hours for such purpose.

10. Nothing contained in this Decree shall be construed to limit any obligation Defendant may otherwise have to maintain records under Title VII or any other law or regulation.

**ADOPTION AND DISTRIBUTION OF REVISED
POLICY AGAINST SEXUAL HARASSMENT**

11. Within fourteen (14) days after the entry of this Consent Decree, Pickus shall adopt and distribute to all employees a revised policy against sexual harassment. At the time that it signs a subcontracting agreement, Pickus shall also provide each sub-contractor with a copy of the revised policy. Within fourteen (14) days after the entry of this Consent Decree, Pickus shall also provide a copy of the policy to the EEOC. The Policy shall specifically prohibit any graffiti on the basis of sex (including references to an individual's physical appearance or sexual habits.) It shall provide that complaints of sexual harassment may be made to any person in the chain of command above an employee or directly to the Personnel Department. It shall provide that employees who violate the policy are subject to discipline up to and including discharge. This revised policy shall also be distributed in accord with Paragraph 12b, below. At the time of the next revision of its employee handbook, Pickus shall

revise the policy in its handbook in accord with this Paragraph.

TRAINING

12. For the duration of this Decree, Pickus will provide training for its employees and workers on its job sites regarding sexual harassment, as follows:

a) During each of the two years covered by this Decree, all full-time Pickus managers and supervisors shall participate in an annual training session designed for Pickus by a trainer selected in accord with the process outlined in paragraph d below. This training will involve detailed discussion of not only the law but the role of each manager and supervisor in maintaining a workplace free of harassment and one which promotes the interests of equal employment opportunities.

b) All employees at each current job site and at any new job sites will be provided a written presentation regarding the company's policies prohibiting sexual harassment (including, without limitation, sexual graffiti) and the company's procedures for making complaints, including access to on-site representatives as well as corporate compliance officials.

c) All employees hired as the on-site foremen for particular projects shall be provided a verbal presentation regarding the company's policies prohibiting sexual harassment (including, without limitation, sexual graffiti) and the company's procedures for making complaints, including access to on-site representatives as well as corporate compliance officials. This presentation may be made by Pickus personnel. At projects with fifteen (15) or more employees for a duration of twenty (20) or more weeks, all employees will also be provided a verbal presentation regarding the company's policies prohibiting sexual harassment (including, without limitation, sexual graffiti) and the company's procedures for making

complaints, including access to on-site representatives as well as corporate compliance officials. At such projects, Pickus will provide notice of this training to its subcontractors and require the attendance of at least one representative from each subcontractor.

d) Pickus shall obtain the EEOC's approval of its proposed trainer prior to the training session. Pickus shall submit the name, address, telephone number, resume and training proposal of the proposed trainer to the EEOC at least fifteen (15) days prior to the proposed date(s) of the training. EEOC shall have five (5) calendar days from the date of receipt of the information described above to accept or reject the proposed trainer. In the event the EEOC does not approve Pickus's designated trainer, Pickus shall have five (5) calendar days to identify an alternate trainer. The EEOC shall have five (5) calendar days from the date of receipt of the information described above to accept or reject the alternate trainer. If the parties cannot through this process agree on a trainer, then they may seek the Court's assistance under Paragraph 16.

REPORTING

13. Defendant shall furnish the EEOC with a list (including the employee's name, gender, job title, address, social security number and date of complaint) of each employee who makes a complaint about alleged sexual harassment which is recorded pursuant to paragraph 8. Defendant shall furnish the first such report six (6) months after entry of this Decree, and subsequent reports every six (6) months thereafter, and the final report one (1) month before the expiration of this Decree.

14. Nothing contained in this Decree shall be construed to limit any obligation Defendant may otherwise have to submit reports under Title VII or any other law or regulation.

POSTING OF NOTICE

15. Within twenty (20) days following entry of this Decree, Defendant shall post copies of the Notice, attached hereto and incorporated herein by reference as Exhibit B, in a conspicuous location easily accessible to and commonly frequented by Defendant's employees and applicants for employment at Defendant's offices and at each of Defendant's work sites located in the United States and in existence at any time during the period from the date of this Decree until the date two (2) years from the date of this Decree. Defendant shall ensure that the postings are not altered, defaced or covered by any other material. Defendant shall certify to the EEOC in writing within thirty (30) days after entry of this Decree that the copies of the Notice have been properly posted and the location of each such posting; within twenty (20) days of the opening of a new work site, Defendant shall certify in writing to the EEOC that a posting has been properly posted at such work site. The Notice shall remain posted at each work site for the lesser of (i) a period of two (2) years from the date of entry of this Decree and (ii) the date on which the work site is completed and Defendant no longer employs anyone at such work site. At the time that a Defendant signs a subcontracting agreement with any subcontractor who whose work will require fifteen (15) or more employees working on a Pickus jobsite for twenty (20) or more weeks, Defendant shall also provide a copy of this Notice to each such subcontractor and request that the subcontractor post the Notice.

DISPUTE RESOLUTION

16. In the event that either party believes that the other party has failed to comply with any provisions of the Decree, the complaining party shall notify the alleged non-complying party in writing of such non-compliance and afford the alleged non-complying party

fifteen (15) days to remedy the non-compliance or satisfy the complaining party that the alleged non-complying party has complied. If the alleged non-complying party has not remedied the alleged non-compliance or satisfied the complaining party that it has complied within fifteen (15) days, the complaining party may apply to the Court for appropriate relief.

DURATION OF DECREE AND RETENTION OF JURISDICTION

17. Subject to paragraph 16, all provisions of this Decree shall be in effect for a period of two (2) years immediately following entry of the Decree, provided, however, that if, at the end of the two (2) year period, any disputes under Paragraph 16, above, remain unresolved, the term of the Decree shall be automatically extended until such time as all such disputes have been resolved.

MISCELLANEOUS PROVISIONS

18. The terms of this Decree are and shall be binding upon the present and future representatives, agents, directors, officers, assigns and successors of Pickus.

19. If any provision(s) of the Decree are found to be unlawful, only such provision(s) shall be severed, and the remainder shall remain in full force and effect.

20. When the Decree requires the submission by Defendant of reports, notices or other materials to the EEOC, they shall be mailed to: Pickus Settlement, Equal Employment Opportunity Commission, Chicago District office, 500 West Madison Street, Suite 2800, Chicago, Illinois 60661.

ENTER

The Honorable Judge Darrah
United States District Court

For the Equal Employment
Opportunity Commission
1801 L Street, N.W.
Washington, D.C. 20507

Nicholas M. Inzeo
Acting General Counsel

Gwendolyn Young Reams
Associate General Counsel

Equal Employment Opportunity Commission
500 West Madison Street
Suite 2800
Chicago, Illinois 60661
(312) 353-7649

John C. Hendrickson
Regional Attorney

Gregory Gochanour
Supervisory Trial Attorney

Deborah Hamilton
Trial Attorney

Date: _____

For Pickus Construction Co.

Name: _____

Title: _____

EXHIBIT A

RELEASE AGREEMENT

I, _____, for and in consideration of the sum of _____ payable to me pursuant to the terms of the Consent Decree entered by the Court in EEOC v. Pickus Constr. Co., Case No. 02C 4976 on behalf of myself, my heirs, assigns, executors, and agents, do hereby forever release, waive, remise, acquit, and discharge Pickus Construction & Equipment Co., Inc. ("Pickus"), and all past and present shareholders, officers, agents, employees, and representatives of Pickus, as well as all successors and assignees of Pickus, from any and all claims and causes of action of any kind which I now have or ever have had under Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et seq. as a result of or arising from the subject matter and claims which were or which could have been asserted in EEOC v. Pickus Constr. Co., Case No. 02C 4976.

Date

EXHIBIT B

**NOTICE TO ALL PICKUS EMPLOYEES and OTHER EMPLOYEES
WORKING ON A PICKUS JOB SITE**

This Notice is being posted pursuant to a Consent Decree entered by the federal court in EEOC v. Pickus Constr. Co., Case No. 02C 4976 resolving a lawsuit filed by the Equal Employment Opportunity Commission ("EEOC") against Pickus Construction & Equipment Co. ("Pickus").

In its suit, the EEOC alleged that Pickus discriminated against females working on a Pickus construction project by subjecting them to a sexually hostile work environment and by failing to take prompt action to remedy the environment. Pickus denied these allegations.

To resolve the case, Pickus and the EEOC have entered into a Consent Decree which provides, among other things, that:

- 1) Pickus will pay monetary compensation to two female employees.
- 2) Pickus will not discriminate on the basis of an employee's sex and will not subject its employees or female workers on its job sites to a sexually hostile work environment.
- 3) Pickus will not retaliate against any person because (s)he opposed any practice made unlawful by Title VII, filed a Title VII charge of discrimination or participated in any Title VII proceeding;
- 4) Pickus will affirm and distribute to all Pickus employees a policy against sex discrimination and will provide training regarding sex discrimination and its policy against sex discrimination;

The EEOC enforces the federal laws against discrimination in employment on the basis of race, color, religion, national origin, sex, age or disability. If you believe you have been discriminated against, you may follow the complaint procedure in Pickus's non-discrimination and anti-harassment policy and you may contact the EEOC at (312) 353-8195. The EEOC charges no fees and has a TTD number.

THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE

This Notice must remain posted for two years from the date below and must not be altered, defaced or covered by any other material. Any questions about this Notice or compliance with its terms may be directed to: Pickus Settlement, EEOC, 500 West Madison Street, Suite 2800, Chicago, IL 60661.

Date

Judge Darrah