

**UNITED STATES DISTRICT COURT
DISTRICT OF NEW HAMPSHIRE**

EQUAL EMPLOYMENT)
OPPORTUNITY COMMISSION,)
)
Plaintiff,)
)
-against-)
)
THE SALVATION ARMY)
)
Defendant.)
)

Civil Action No. 1:05-cv-343-PB

CONSENT DECREE

This cause of action was initiated on September 30, 2005, by the Equal Employment Opportunity Commission (hereinafter "EEOC"), an agency of the United States Government, alleging that The Salvation Army violated Title I of the Americans with Disabilities Act of 1990 (ADA), as well as Title I of the Civil Rights Act of 1991 by failing to hire and failing to provide Craig Lanzim ("Lanzim") with equal opportunity to compete for a position of sales clerk in its West Lebanon, New Hampshire store on the basis of his disabilities.

The EEOC and The Salvation Army desire to settle this action, and therefore do hereby stipulate and consent to the entry of this Decree as final and binding between The Salvation Army and the EEOC, who are the signatories hereto, and their successors or assigns. This Decree resolves all matters related to Civil Action No. 1:05-cv-343-PB, simultaneously filed with this Decree in the United States District Court for the District of New Hampshire. The Salvation Army and the EEOC (hereinafter "the parties") have agreed that this Decree may be entered into without Findings of Fact and Conclusions of Law having been made and entered by the Court.

In consideration of the mutual promises of each party to this Decree, the sufficiency of which is hereby acknowledged, the parties agree as follows, the Court finds appropriate, and it is therefore ORDERED, ADJUDGED AND DECREED that:

1. This Decree resolves all issues raised in EEOC Charge Number 161-2004-00306 and all issues that were raised in the EEOC's Com plaint in this case. The Parties agree and understand that this Decree in no way affects the EEOC's right to process any pending or future charges that may be filed against The Salvation Army and to commence civil actions on any such charges.

2. The parties agree and the Court finds that this Court has jurisdiction of the subject matter of this action and of the parties, that venue is proper, and that all administrative prerequisites have been met. No party shall contest the validity of this Decree, or the jurisdiction of the federal district court to enforce this Decree and its terms.

3. This Decree is being issued with the consent of the parties and does not constitute an adjudication or finding by this Court on the merits of the allegations of the Complaint. Nothing contained in this Decree shall be construed as an admission of liability on the part of The Salvation Army, which has denied the allegations of the Complaint asserting disability discrimination under the ADA.

4. The Salvation Army and its managers, officers, agents, successors, and assigns, agree that they will not discriminate against any individual because of the individual's actual disability, record of a disability, or any perception of disability, subject employees to differential treatment regarding the terms and conditions of employment on the basis of their disability, record of disability, or perception of disability, engage in any disability discrimination toward any employee, or engage in retaliation against any individual for asserting her or his rights under

the ADA. The Salvation Army also agrees to provide reasonable accommodations to employees as is required under the ADA. The Salvation Army and its agents further agree not to retaliate against any individual who has participated in this matter in some way, given testimony in this matter or asserted her or his rights under the ADA, including, but not limited to, Charging Party Lanzim.

A. MONETARY RELIEF

5. In settlement of this dispute, The Salvation Army shall pay a total of \$5,000.00 (five thousand dollars) in compensatory damages. As to payments for compensatory damages, The Salvation Army is not required to withhold taxes or to make any employer contributions for FICA, except that it must issue a 1099 for these payments.

6. Payment shall be made by delivering to Lanzim within fourteen (14) days of the entry of this Decree, by United States Postal Service, certified mail receipt, a check in the amount set forth above and a 1099 form. The check shall be made out to and mailed to Craig Lanzim, 230 Porter Road, Plainfield, New Hampshire 03781.

7. The Salvation Army shall send copies of the checks, 1099 form, and return receipt to EEOC c/o Markus L. Penzel, Senior Trial Attorney, EEOC, Boston Area Office, JFK Federal Bldg. Room 475, Boston, MA 02203-0506, simultaneously with The Salvation Army's delivery to Lanzim.

B. NOTICE AND POSTING

8. No later than seven (7) days after the entry of this Decree, The Salvation Army shall post at its West Lebanon, NH, facility a copy of a remedial notice printed on its letterhead and signed by its Chief Executive Officer, attached hereto as Exhibit "A." Said notice shall be

posted upon the Court's entry of this Decree and remain posted for four (4) years from the entry of this Decree.

C. WRITTEN POLICY

9. The Salvation Army shall adopt an Equal Employment Opportunity Policy within sixty (60) days of Court's entry of this decree. This Policy will be subject to an evaluation for substantial compliance by the EEOC. In the event that the proposed policy is not acceptable to the EEOC, the parties will confer in good faith and attempt to reach an agreement no later than forty-five (45) days after receiving the EEOC's objection. Approval will not be unreasonably withheld. The policy shall include a detailed complaint procedure that includes a clear explanation of prohibited conduct, assurance that employees who make complaints of discrimination or provide information related to such complaints will be protected against retaliation; a clearly described complaint process that provides accessible avenues of complaint; assurance that the employer will protect the confidentiality of complaints to the extent possible, and a complaint process that provides a prompt, thorough, and impartial investigation, and assurance that The Salvation Army will take immediate and appropriate corrective action when it determines that discrimination has occurred.

10. This policy will specifically include a statement regarding The Salvation Army's responsibility to provide all persons equal employment opportunity in hiring, without regard to disability, age, race, color, national origin, religion or sex. It shall also provide a statement about its responsibility to provide its employees reasonable accommodations under the ADA, and shall provide a clearly identified process and procedure for directing requests for accommodation to management or human resources. This policy will be included in any relevant policy or employee manuals kept by The Salvation Army. The policy will also be posted in a conspicuous

and accessible place for all employees and printed in a font that is easily legible (at least 14 point font) and provided to all employees, within thirty days of the EEOC's approval of it after review.

D. TRAINING

11. All The Salvation Army management at its West Lebanon, NH, facility shall be required to attend an intensive training program of at least four hours regarding equal employment opportunity rights and responsibilities, with a focus on disability discrimination and the rights and responsibilities of both employee and employer with regards to hiring persons with disabilities, providing persons with disabilities with equal opportunity in employment and the provision of reasonable accommodations in employment. Management employees will receive training on the implementation of the policy and procedures described in paragraphs 9 & 10 yearly; and all new management employees shall receive this training immediately upon hire - during initial orientation or otherwise. All management and other employees with human resources related functions shall also be trained on their responsibilities regarding The Salvation Army's Recordkeeping Policy set forth in ¶17. A similar, related training of at least two hours shall be provided to and required of non-managerial employees. This training shall be conducted by an outside person or organization subject to EEOC's prior approval. A certificate or other proof of course completion by all employees of this training shall be provided to the EEOC no later than one year after the entry of this Decree. Management employees as set forth above shall specifically include Capt. Louis Patrick, Manager Chris West, and any other management and/or human resources employee located at or responsible for the West Lebanon, NH store.

12 All training materials related to these training programs, including but not limited to hand-outs, overheads, power-point presentations and outlines shall be forwarded to Markus L. Penzel, Senior Trial Attorney, EEOC, Boston Area Office, JFK Federal Bldg. Room 475,

Boston, MA 02203-0506, for evaluation of substantial compliance and approval within thirty (30) days after receiving notice of the Court's entry of this Consent Decree. EEOC will then notify The Salvation Army within fourteen (14) days, as to whether such training materials are acceptable. In the event that the proposed materials are not acceptable to the EEOC, the parties will confer in good faith and attempt to reach an agreement no later than forty-five (45) days after receiving the EEOC's objection. Approval will not be unreasonably withheld. Once approved, The Salvation Army shall conduct the aforementioned training for managers and employees within thirty (30) days of the EEOC's approval of the training materials.

E. PARTICIPATION IN INTERNSHIP PROGRAM

13. The Salvation Army's Lebanon, NH, store agrees to identify and participate in an established internship program with the local School System whereby it will offer unpaid internships to students with disabilities and/or students who are enrolled and/or qualify for the school's Special Education program. The Salvation Army will participate in this program for at least the effective period of this Consent Decree.

14. Within thirty (30) days from the entry of this Decree, The Salvation Army will advise EEOC c/o Senior Trial Attorney, Markus L. Penzel as to its efforts to comply with ¶13 above. Each and every time it offers an internship to an individual pursuant to ¶13, it shall notify the EEOC of that individual's name, date of hire, name of supervisor and identify any reasonable accommodations, if any, which were requested and made for that individual.

F. LIAISON TO JOB COACHING/PLACEMENT AGENCY FOR INDIVIDUALS WITH DISABILITIES.

15. The Salvation Army's West Lebanon, NH, store agrees to designate one of its staff members to act as a liaison to a job coaching/placement agency for persons with disabilities such as the United Development Center, the HCRS (Health Care Rehabilitation Service), or the

DSSC (Developmental Services of Sullivan County), for the purposes of communicating job openings to participants in these job placement programs. This designation and working relationship with at least one of these programs will continue for at least the period of this Consent Decree.

16. Within thirty (30) days from the entry of this Decree, The Salvation Army will advise EEOC c/o Senior Trial Attorney, Markus L. Penzel as to its efforts to comply with ¶15 above. Each and every time it hires an individual through its relationship with any of the aforementioned agencies set forth in ¶15, it shall notify the EEOC of that individual's name, date of hire, wage (if applicable), name of supervisor and identify any reasonable accommodations, if any, which were requested and made for that individual.

G. RECORDKEEPING

17. The Salvation Army shall comply with the applicable recordkeeping regulations set forth in 29 CFR §1602 et. seq. In this regard, it shall adopt a Recordkeeping Policy within sixty (60) days of Court's entry of this decree. This Policy will be subject to an evaluation for substantial compliance by the EEOC. In the event that the proposed policy is not acceptable to the EEOC, the parties will confer in good faith and attempt to reach an agreement no later than forty-five (45) days after receiving the EEOC's objection. Approval will not be unreasonably withheld. This policy will be distributed to all managers and persons having any human resources related function within its organization. These persons shall also be trained on their responsibilities under this policy through the training set forth in ¶¶11&12 above.

H. MONITORING

18. The EEOC has the right to monitor and review compliance with this Consent Decree. Accordingly:

a) On or before one year after the entry of this Decree, The Salvation Army shall submit written proof via affidavit to the EEOC that it has complied with the above requirements set forth in paragraphs 5-17 above. Such proof shall include, but not be limited to, a sign-in sheet or certificate or other proof of training completion, evidence of its continued efforts under Sections E & F, and an affidavit stating that the required posting was posted in its West Lebanon, NH, facility.

b) Nothing in this Decree shall be construed to preclude the EEOC from enforcing this Decree in the event that The Salvation Army fails to perform the promises and representations contained herein.

19. This Decree will remain in effect for 4 years from the entry of this Consent Decree.

SO ORDERED, ADJUDGED AND DECREED.

Signed this 20 day of July, 2005

/s/ Paul Barbadoro

Judge

APPROVED IN FORM AND CONTENT:

EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION

Elizabeth Grossman
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The Salvation Army

/s/ Joseph F. Daschbach
By its attorney
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EXHIBIT A

NOTICE

1. This notice to all employees of The Salvation Army, in West Lebanon, NH, is being posted and provided as part of a Consent Decree between The Salvation Army, as Defendant and the U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION, as Plaintiff. As part of the resolution of this matter, The Salvation Army agrees to provide equal employment opportunity to all persons in hiring without regard to disability, age, sex, race, color, national origin or religion and agrees to provide its employees with accessible avenues of complaint, provide thorough and impartial investigation and take immediate corrective action when discrimination occurs. The Salvation Army also will not retaliate against any employee who brings forth a complaint pursuant to its equal employment opportunity policies or otherwise engages in protected activity under Federal anti-discrimination laws.
2. Federal law requires that there be no discrimination against any employee or applicant for employment because that person made a complaint of discrimination because of sex, race, national origin, color or religion, age or disability with respect to hiring, compensation, promotion, discharge, or other terms, conditions or privileges of employment. Employees are also protected from retaliation for complaining about unlawful discrimination or for otherwise opposing unlawful discriminatory conduct.
3. The Salvation Army will comply with such Federal law in all aspects, and it will not take any action against employees because they have exercised their rights under the law by filing charges or cooperated with the U.S. Equal Employment Opportunity Commission or by otherwise opposing employment practices made unlawful under Title VII of the Civil Rights Act of 1964, as amended.
4. The Equal Employment Opportunity Commission maintains offices throughout the United States. Its toll-free telephone number is 1-800-669-4000. The Boston Area Office of the Equal Employment Opportunity Commission, which has jurisdiction over New England, can be reached directly at (617) 565-3200.
5. This NOTICE will remain posted until ____ [4 YEARS FROM DATE OF SIGNATURE]

SIGNED this ____ day of _____, 2005.

CHIEF EXECUTIVE OFFICER