

U.S. Equal Employment Opportunity Commission  
Philadelphia District Office  
21 South Fifth Street, Suite 400  
Philadelphia, PA 19106-2515  
Cynthia A. Locke  
Attorney for Plaintiff

FEB 15 2003

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF NEW JERSEY

U.S. DISTRICT COURT  
PHILADELPHIA

EQUAL EMPLOYMENT OPPORTUNITY )  
COMMISSION, )

Plaintiff, )

v. )

Civil Action No. 01-4545 (JBS)

GRIFFIN PIPE PRODUCTS COMPANY, )  
a subsidiary of AMSTEAD INDUSTRIES, INC., )

Defendant. )

CONSENT DECREE

This Consent Decree is entered into by Plaintiff United States Equal Employment Opportunity Commission (the "Commission"), and Griffin Pipe Products Company, Inc., ("Defendant").

On September 27, 2001, the Commission brought this action against Defendant to enforce the provisions of Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. §2000e *et seq.* ("Title VII"), and Title I of the Civil Rights Act of 1991, 42 U.S.C. §1981A. The Commission alleged that Defendant failed to promote Frank Loftin and a class of black employees to supervisory positions due to their race and failed to post or otherwise announce the availability of the positions prior to promoting white employees.

This Decree is final and binding between the parties signatory hereto as to all issues raised in the Commission's Complaint in Civil Action Number 01-4545. In settlement of Civil Action No. 01-4545, the parties hereby agree as follows:

1. This Decree is entered into in compromise to avoid the expense and inconvenience of litigation and is neither intended nor construed as an admission of liability by Defendant, who has denied and continues to deny any and all liability.
2. The Commission is the agency of the United States government authorized by Congress to investigate allegations of unlawful employment discrimination based upon race, to bring civil actions based upon these allegations of unlawful practices, and to seek relief for individuals affected by such practices.
3. Pursuant to Title VII, the parties acknowledge the jurisdiction of the United States District Court for the District of New Jersey over the subject matter and over the parties to this case.
4. Defendant agrees to comply fully with all of the provisions of Title VII, including its anti-retaliation provisions. This means that Defendant will not take action against any individual because s/he exercised any of his or her rights under Title VII, including filing a charge, providing testimony or assistance, participating in any manner in any investigation, proceeding or hearing under Title VII, or opposing any practice that he or she believed in good faith to be unlawful under Title VII.
5. Defendant agrees to pay monetary relief in the total amount of \$100,000.00 to Frank Loftin and a group of individual identified in Exhibit A, which also indicates the amount to be paid to each person. The checks will be paid within twenty days of whichever of the following events is later: the date the Court enters this Decree dismissing this action with

prejudice, or the date a Release has been received by Defendant from each individual named in Exhibit A, as required by Paragraph No. Six of this Consent Decree. Late payment of the checks will be subject to the accrual of interest on the amount unpaid, calculated pursuant to 28 U.S.C. sec. 1961. The checks shall be sent to the designated individuals by United States certified mail, with a photocopy mailed to the attention of Cynthia A. Locke, Trial Attorney, Equal Employment Opportunity Commission, Philadelphia District Office, The Bourse Building, Suite 400, 21 S. Fifth Street, Independence Mall East, Philadelphia, PA 19106. If Defendant has not received a Release from any individual named on Exhibit A by February 20, 2003, the amount designated for that person shall revert to the class identified in Exhibit A, and shall be distributed evenly among the members of the class.

6. In order to obtain the relief referenced in Paragraph No. 5, each named individual must execute a Release in the form of Exhibit B, and that Release must be provided to the Defendant.

7. Within ten business days of the filing of this Consent Decree, Defendant shall post the Notice attached to this Decree as Exhibit C at its Florence, New Jersey facility, on the bulletin boards where notices are usually and customarily posted for the benefit of all employees. The Notice will remain posted for a period of 120 days. Defendant shall replace said Notice with a legible copy, if the Notice is defaced, removed, or marred in any way. Within ten business days of the posting of the Notice, Defendant will send a copy of the Notice, and an indication of the date and location of its posting, to the Commission.

8. Defendant agrees that it or a vendor approved by EEOC, will conduct training on hiring, promotion, terms and conditions of employment, harassment and retaliation under Title VII for managers, supervisors, and employees at the Florence, New Jersey facility within one year of

the filing of this Decree. Defendant agrees to notify the Commission of the date of the training, and provide information regarding the substantive content of the training to the Commission prior to the training date.

9. Defendant, through the services of an outside vendor, will conduct job analyses of all salaried positions for supervisors and managers of union workers at the Florence plant. These analyses will provide validation for all job requirements for the supervisory and management positions by linking each requirement to an aspect of the knowledge, skill or ability necessary to perform critical work behaviors. These analyses will be completed within ninety days of the filing of the Consent Decree and the job descriptions will be adjusted accordingly. Copies of the amended job descriptions will be provided to EEOC within ten days of completion.

10. If Defendant uses a Screening Guide, it will be based upon validated minimum qualifications. Candidates will be directed to provide evidence of meeting the minimum qualifications which will be clearly stated on the job positing.

11. Defendant, through consultation with an outside vendor, will develop interview questions for the supervisory and management positions within thirty days of the completion of the job analyses described in Paragraph No. 9. These questions will be specifically linked to work behaviors and will be based upon an aspect of knowledge, skill or ability required for the job. Defendant will develop a protocol to specify how interview questions will be developed and responses evaluated. Interview teams will be trained in interviewing techniques, how to rate interviewees accurately, how to evaluate written submissions from candidates (if applicable) and methods for reaching consensus. The completed interview questions and protocol will be provided to EEOC within ten days of completion.

12. Within fourteen days of the adoption of the new materials, Defendant will conduct

a meeting for union employees at the Florence plant at which Defendant's human resources professionals will explain the workings of the promotion selection process to employees. This meeting will explain the method of application for promotion, the interview process and what an employee should expect at interview, and an overview of the promotion system and administrative procedures. Defendant will provide information on the positions at issue, as follows: the qualifications and prerequisites for the positions, general pay ranges, overtime requirements, the availability of incentives and the bases upon which incentives are paid.

13. Defendant will make available to black employees at the plant, the same promotional opportunities that it affords to white employees.

14. In the event of any dispute or question between the Commission and Defendant as to the interpretation or implementation of this Decree, the parties shall attempt to resolve such question informally within thirty (30) days. If the parties are unable to resolve their differences, the issue shall be submitted to the Court for final decision.

16. The parties agree that the Court shall retain jurisdiction over this Decree until for a period of two years after the filing of the Decree in order to enforce its provisions, should this become necessary.

17. This Decree shall be filed in the United States District Court for the District of New Jersey.

18. This case shall be and hereby is dismissed with prejudice, subject to this Court's jurisdiction to enforce the provisions of this Consent Decree.

19. Each party to this Consent Decree (i.e., the Equal Employment Opportunity Commission and Griffin Pipe Products, Inc.) shall bear its own costs and attorney's fees.

For Plaintiff EEOC:

Jacqueline H. McNair  
Jacqueline H. McNair  
Regional Attorney

Judith A. O'Boyle  
Judith A. O'Boyle  
Supervisory Trial Attorney

Cynthia A. Locke  
Cynthia A. Locke  
Trial Attorney

Equal Employment Opportunity  
Commission,  
21 S. 5<sup>th</sup> Street, Suite 400  
Philadelphia, PA 19106  
(215) 440-2683

APPROVED AND SO ORDERED:

Jerome R. Alexander  
U.S.D.J.

Date: February 13, 2003

For Defendant Griffin Pipe:

Debbie Rodman Sandler  
Debbie Rodman Sandler  
WHITE AND WILLIAMS LLP  
222 Haddon Avenue, Suite 300  
Westmont, NJ 08108  
(856) 858-5300

Wayne Luce  
Wayne Luce  
Director, Human Resources  
Griffin Pipe Products

ENTERED

ON THE CLOCK

FEB 14 2003

WILLIAM T. WALSH, CLERK

By WT  
(Deputy Clerk)

**Distribution of Monetary Relief**  
**EEOC v. Griffin Pipe Products Company, C.A. No. 01-4545 (D. NJ)**

**Frank D. Loftin - \$56,500.00**

**Richard Andrews - \$4,000.00**

**Michael Barber - \$4,000.00**

**Calvin J. Carthan - \$4,000.00**

**Carlys S. Cox - \$4,000.00**

**John Middleton - \$4,000.00**

**Theodore M. Moss - \$4,000.00**

**Jerry Parker - \$4,000.00**

**Terence L. Scott - \$4,000.00**

**Jesse Williams - \$4,000.00**

**Melvin Dennis - \$2,000.00**

**Alvin Dickerson - \$500.00**

**Steven D. Ellis - \$500.00**

**Donald G. Ervin - \$500.00**

**John M. Jeter - \$500.00**

**John E. Johnson - \$500.00**

**Leroy Lee - \$500.00**

**Ronald K. Lee - \$500.00**

**William H. Neal - \$500.00**

**Delroy G. Ricketts - \$500.00**

**Glen Riley - \$500.00**

**Ranford G. Simpson - \$500.00**

**EXHIBIT A**

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF NEW JERSEY

EQUAL EMPLOYMENT OPPORTUNITY	)	
COMMISSION	)	
	)	C.A. No. 01-4545
v.	)	
GRIFFIN PIPE PRODUCTS COMPANY	)	

RELEASE

For and in consideration of the terms of the Consent Decree entered into by the Equal Employment Opportunity Commission and Griffin Pipe Products Company in C.A. No. 01-4545 (D. NJ) I, \_\_\_\_\_, do hereby waive, remit, release and forever discharge Griffin Pipe Products Company, its subsidiaries, affiliates, and assigns, and all of its officers, directors, agents, and employees, and all persons, partnerships, corporations or other entities who might be claimed to be jointly or severally liable with it, from the claims, demands, and causes of action which were asserted in EEOC v. GRIFFIN PIPE PRODUCTS COMPANY, Civil Action No. 01-4545 (D.NJ)

I further warrant that this Release is freely executed in return for the consideration set forth in the above-referenced Consent Decree, including the amount of \_\_\_\_\_, less applicable withholdings, and that I am legally competent to execute this Release and accept full responsibility therefor. I understand that this Release is given in compromise of a disputed claim, and is therefore not to be construed as an admission of liability on the part of Griffin Pipe Products Company.

\_\_\_\_\_

STATE OF  
COUNTY OF

On this, the \_\_\_\_\_ day of \_\_\_\_\_, 2003, before me personally appeared \_\_\_\_\_ known to me to be the person who executed the same as his/her free act or deed.

Notary Public

My Commission expires:

EXHIBIT B



**NOTICE**

Title VII of the Civil Rights Act of 1964, 42 U.S.C. Section 2000e, *et seq.*, (TITLE VII) prohibits discrimination against employees and applicants for employment based upon race, color, sex, religion and national origin. TITLE VII makes it unlawful for an employer to discriminate in such areas as hiring, promotion, and terms and conditions of employment. Title VII also prohibits retaliation against employees or applicants who avail themselves of their rights under TITLE VII by engaging in protected activities such as filing a charge of discrimination, testifying or participating in a Commission investigation.

The **Equal Employment Opportunity Commission** is the federal agency that investigates charges of discrimination and, if necessary, brings lawsuits in the federal district courts to enforce TITLE VII. This notice is being posted as part of the resolution of EEOC v. Griffin Pipe Products Company, Civil Action No. 01-4545. The EEOC filed this action to enforce the provisions of TITLE VII.

Griffin Pipe Products Company fully supports and will comply with TITLE VII in all respects. Griffin Pipe will not engage in any employment practice which denies equal employment opportunities in violation of TITLE VII. Furthermore, in accordance with TITLE VII, Griffin Pipe will not take action against any employee or applicant because he or she has exercised any right under TITLE VII, including filing a charge or reporting discrimination.

This Notice will remain posted at Griffin Pipe's Florence, New Jersey facility in an area where notices, bulletins, or announcements are normally posted for the benefit of all employees for a period of one hundred and twenty days and must not be defaced or removed.

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U.S. Equal Employment Opportunity

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Griffin Pipe Products Company

EXHIBIT C