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U.S. DISTRICT COURT  
FOR THE DISTRICT OF OREGON

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4 EQUAL EMPLOYMENT OPPORTUNITY  
COMMISSION  
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9 UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF OREGON  
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11 EQUAL EMPLOYMENT OPPORTUNITY )  
12 COMMISSION, ) CASE NO. 00-3105-CO  
13 Plaintiff, ) CONSENT DECREE AND ORDER  
14 and ) DISMISSING ACTION  
15 INTERNATIONAL LINE BUILDERS, INC. )  
16 Defendant. )  
17

18 **I. INTRODUCTION**

19 1. This action originated with a charge of discrimination filed with the plaintiff,  
20 Equal Employment Opportunity Commission ("EEOC" or "Commission"), on March 28, 2000,  
21 by Susan Baldwin. The charge alleged sexual harassment and sex discrimination and that the  
22 defendant, International Line Builders, Inc. ("ILB") failed to rehire Baldwin in retaliation for her  
23 complaints of discrimination, in violation of Title VII of the Civil Rights, 42 U.S.C. §2000e et  
24 seq. ("Title VII"). A copy of the charge is attached to this consent decree as Exhibit 1.

25 2. The EEOC sent the defendant a Letter of Determination on August 8, 2000,

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1 with a finding there was reasonable cause to believe that Baldwin's allegations were true and that  
2 it had violated Title VII. A copy of the Letter of Determination is attached as Exhibit 2.

3 3. The Commission filed this lawsuit on September 28, 2000, in the United States  
4 District Court for the District of Oregon.

5 4. The parties want to conclude the claims arising out of Baldwin's charge, the  
6 EEOC's determination, and this action without expending further resources in contested  
7 litigation.

8 **II. NONADMISSION OF LIABILITY AND**  
9 **NONDETERMINATION BY THE COURT**

10 5. This consent decree is not an adjudication or finding on the merits of this case  
11 and shall not be construed as an admission by the defendant of a violation of Title VII.

12 **III. SETTLEMENT SCOPE**

13 6. This consent decree is the final and complete resolution of all allegations of  
14 unlawful employment practices contained in Susan Baldwin's discrimination charge, in the  
15 EEOC's Letter of Determination, and in the complaint filed in this action, including all claims by  
16 the parties for attorney fees and costs. The injunctive relief provisions of this consent decree  
17 apply to all ILB facilities in the state of Oregon.

18 **IV. MONETARY RELIEF**

19 7. In settlement of this suit, the defendant agrees to pay Susan Baldwin \$52,000  
20 in equitable and compensatory damages as designated in this paragraph, less applicable  
21 withholding required by law, in settlement and satisfaction of all claims for monetary relief in  
22 this action. This amount shall be designated as \$32,000 in lost wages and \$20,000 in  
23 compensatory damages. Defendant agrees to mail two checks, in the amounts indicated, to  
24 Baldwin within 10 days of the entry of this consent decree by the court. In return, Baldwin will  
25 release defendant from all claims arising out of this lawsuit. A copy of the release is attached as

1 Exhibit 3.

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**V. INJUNCTIVE RELIEF**

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**A. General Provisions**

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8. The defendant reaffirms its commitment to comply with the provisions of Title VII and all other federal laws against discrimination in its employment decisions. To further this commitment, it will monitor the affirmative obligations of this consent decree.

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9. The defendant will not retaliate against any current or former employee for opposing any practice made unlawful by Title VII. Nor will the defendant retaliate against any current or former employee for making a charge or for testifying, assisting, or participating in any investigation, proceeding, or hearing associated with this action.

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10. In recognition of its obligations under Title VII, the defendant will institute the policies and practices set forth below.

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**B. Establishment of Policy and Procedures to Prevent Discrimination**

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11. ILB will implement an effective written equal employment opportunity policy which sets forth the requirements of federal laws against employment discrimination and specifically those provisions which make sexual harassment and retaliation unlawful.

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12. The policy will include a statement of defendant's commitment to ensuring that the practices and the conduct of its employees will comply with the requirements of federal laws against employment discrimination. It will include a provision stating that those who violate the policy will be subject to appropriate discipline, up to and including termination.

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13. The policy will include an internal complaint procedure for employees to report suspected incidents of discrimination so that the defendant can investigate and take appropriate action if it determines that any employee has violated its EEO policy.

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14. The internal complaint procedure will include the following provisions:

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1 a. A list of the appropriate persons to whom an individual should report  
2 allegations of discrimination in the workplace, including those that are  
3 unlawful under Title VII.

4 b. An explanation of how to make a complaint and what an investigation  
5 will involve, including informing the affected individuals of the outcome of the  
6 investigation.

7 15. The defendant will submit a copy of its policy for the EEOC's review and  
8 approval within forty-five days of the date of entry of this decree. Within 30 days of the date of  
9 approval by the EEOC, the defendant will redistribute the policy to all present and future  
10 employees, both management and non-management.

11 **C. Posting Notice**

12 16. The defendant will post the notice attached as Exhibit 4 to this consent decree.  
13 The notice shall be posted on a centrally located bulletin board at all ILB facilities in the state of  
14 Oregon where notices to employees are normally posted or where employees will see the notice  
15 for the duration of the consent decree. The defendant will also post in the same location a copy  
16 of the EEO policy referenced in paragraph 11.

17 **E. Training**

18 17. During the term of this consent decree, the defendant will provide at least six  
19 hours of employment discrimination training annually for its managers at ILB facilities in the  
20 state of Oregon. The training agenda must include instruction on employment issues, including  
21 topics related to sexual and gender harassment and retaliation. The first training will take place  
22 within sixty days of entry of this consent decree. The second training will take place within sixty  
23 days after the one-year period following entry of this consent decree. The form, content, and  
24 number of the training events will be subject to prior review by the EEOC, and the cost of  
25 training shall be borne by defendant.



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**VII. TERMINATION OF DECREE**

23. This decree shall be in effect for two years and 60 days commencing with the date the decree is entered by the court. If the EEOC petitions the court and the court finds the defendant to have violated the terms of this consent decree, it may extend the period of this consent decree and award the Commission its costs in bringing an enforcement action.

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

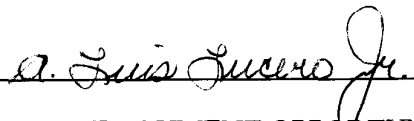
Respectfully submitted,

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BY: 

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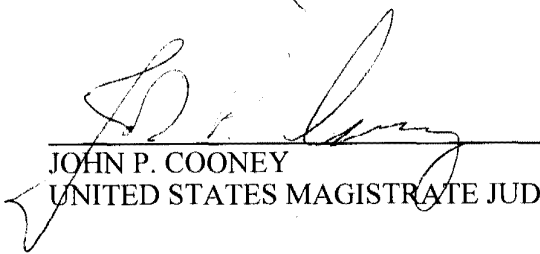
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**ORDER**

The Court, having considered the foregoing stipulated agreement of the parties,  
HEREBY ORDERS THAT the foregoing consent decree be, and the same hereby is, approved as  
the final decree of this Court in full settlement of this action. This lawsuit is hereby dismissed  
with prejudice and without costs or attorneys' fees to any party. The Court retains jurisdiction of  
this matter for purposes of enforcing the consent decree approved herein.

DATED this 15 day of March, 2001.

  
\_\_\_\_\_  
JOHN P. COONEY  
UNITED STATES MAGISTRATE JUDGE







U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION

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Charge 380A00862

Susan Baldwin  
P O BOX 6964  
Nikiski, AK 99635

Charging Party

International Line Builders, Inc.  
900 Antelope Road  
White City, OR 97503

Respondent

DETERMINATION

Under the authority vested in me by the Commission, I issue the following determination as to the merits of the subject charge filed under Title VII of the Civil Rights Act of 1964, as amended (Title VII).

All requirements for coverage have been met. Charging Party alleged that Respondent discriminated against her in violation of Title VII in that she was subjected to sexual harassment and gender discrimination due to her sex, female. She further alleged that the unlawful sexual and gender harassment created a hostile work environment, which led to her constructive discharge. In addition, although the Company had reached an agreement with the union that she was eligible for rehire, she was rejected for hire when she responded to a dispatch a few months later. She alleged that the Company failed to hire her in retaliation for her prior complaint of unlawful sexual harassment and gender discrimination.

During the investigation, all relevant, available witnesses were interviewed, and all relevant documents were reviewed. I have considered all the evidence disclosed during the investigation and have determined that there is reasonable cause to believe that Charging Party was subjected to unlawful sexual harassment and gender harassment which created a hostile work environment and which led to her constructive discharge, in violation of Title VII. In addition, there is reasonable cause to believe that the Company failed to hire her at a later date in retaliation for her prior complaint of sexual harassment and gender discrimination, in violation of Section 704(a) of the statute.

EXHIBIT 2

Upon finding that there is reason to believe that violations have occurred, the Commission attempts to eliminate the alleged unlawful practices by informal methods of conciliation. Therefore, the Commission now invites the parties to join with it in reaching a just resolution of this matter. The Commission will also consider compensatory and punitive damages under the Civil Rights Act of 1991.

If the Respondent declines to discuss settlement or when, for any other reason, a settlement acceptable to the office Director is not obtained, the Director will inform the parties and advise them of the court enforcement alternatives available to aggrieved persons and the Commission. A Commission representative will contact each party in the near future to begin conciliation.

On behalf of the Commission

  
\_\_\_\_\_  
JEANETTE M. LEINO  
DISTRICT DIRECTOR

**AUG - 8 2000**

**NOTICE TO ALL EMPLOYEES**

This notice is being posted pursuant to a consent decree entered into by INTERNATIONAL LINE BUILDERS, INC. ("ILB") and the EQUAL EMPLOYMENT OPPORTUNITY COMMISSION. The consent decree is a document settling a lawsuit filed by the EEOC against ILB in the federal district court for the District of Washington at Medford, Case No. 00-3105-CO.

Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act of 1967, the Equal Pay Act of 1963, and the Americans with Disabilities Act of 1990 are enforced by the EEOC and require the following:

That there be no discrimination against any employee or applicant for employment because of the employee's race, sex, color, religion, national origin, age (age 40 and over), or disability with respect to hiring, firing, compensation, or other terms, conditions or privileges of employment.

It is an unlawful employment practice for an employer to retaliate against any employees or applicants for employment because they have opposed a practice or because they have made a charge, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing under these statutes.

ILB will institute a training program to train managers regarding the requirements of the above statutes, with particular emphasis on sexual harassment and retaliation issues.

ILB has posted this notice because the company supports and will comply with these federal laws in all respects and will not take any retaliatory action against employees because they have exercised their rights under the law.

DATED \_\_\_\_\_

INTERNATIONAL LINE BUILDERS, INC.  
\_\_\_\_\_

**EXHIBIT 3**