

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF WEST VIRGINIA
(CHARLESTON)

ENTERED

SEP - 5 2002

SAMUEL L. KAY, CLERK
U. S. District & Bankruptcy Courts
Southern District of West Virginia

EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION,

Plaintiff,

v.

CHARLESTON AREA MEDICAL CENTER, INC.¹⁾

Defendant.

Civil Action No. 2:01-0910

JURY TRIAL DEMANDED

CONSENT DECREE

This Consent Decree is entered into by the Plaintiff, the United States Equal Employment Opportunity Commission (the "EEOC" or the "Commission"), and the Defendant, Charleston Area Medical Center, its directors, officers, agents, employees, successors or assigns (hereinafter referred to as the "Defendant").

On September 27, 2001, the Commission filed this action against Defendants alleging that Strategic Health Services, Inc. violated Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e, *et. seq.*, ("Title VII"), when it discharged Velda Cave.

The parties to this action do hereby agree to entry of this Consent Decree which shall resolve fully and finally all claims which were raised by the EEOC in the Complaint in this civil action.

This Consent Decree shall be final and binding between the parties signatory hereto, their successors and assigns.

¹The style of this case reflects the merger of Strategic Health Services, Inc. d/b/a Strategic Home Health Services with Charleston Area Medical Center, on December 1, 2000.

The Parties hereby agree that:

1. This Decree is entered into in compromise of the claims asserted in this civil action and is not intended to be an admission of liability by the 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 Southern District of West Virginia over the subject matter and over the parties in this case.

4. The Defendant agrees to comply fully with all of the provisions of Title VII. The Defendant agrees that it will not engage in any employment practice which operates to deny equal employment opportunities in violation of Title VII.

5. The Defendant agrees that it will not take action against Velda Cave or any other individual because he/she exercised any of his or her rights protected under Title VII, including filing a charge of discrimination, 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 to be unlawful under Title VII. The Defendant specifically agrees that it shall hire Ms. Cave for any future positions with the Defendant for which she is the most qualified applicant.

6. Upon receipt of a signed Release between Defendants and Charging Party, Defendants shall provide monetary relief in the total amount of Forty-five Thousand Dollars (\$45,000.00) in full settlement of the Title VII claims against it which were raised in this Complaint.

Charging Party will be responsible for paying any required taxes on the amounts otherwise disbursed to her. The check will be sent to Charging Party Velda Cave at 1228 13th Street, Portsmouth, Ohio 45662, and a photocopy of the check will be mailed to the EEOC, to the attention of M. Jean Clickner, Trial Attorney, EEOC, Liberty Center, Suite 300, 1001 Liberty Avenue, Pittsburgh, Pennsylvania 15222. Payment will be made within thirty (30) days of filing settlement documents with the Court.

7. It is further agreed that \$ 25,868.25 of the agreed upon settlement amount is being paid to Ms. Cave as reimbursement of lost wages. It is further agreed that the remainder of the agreed upon settlement amount, \$ 19,131.75, is intended to compensate her for emotional pain and suffering she claims to have suffered by the conduct alleged in this action.

8. Defendant agrees to continue to conduct mandatory training for all of its employees regarding their obligations and rights under Title VII of the Civil Rights Act of 1964. Defendant also agrees to continue to train each of their management and supervisory personnel on how to recognize racial discrimination, harassment and/or hostility in the work environment in the same manner it has done heretofore. Upon request of the Commission, Defendant agrees to provide the Commission with a summary of such training, including the date of the training, the duration of the training, and an outline of the training conducted.

9. Within ten (10) days of the Court's approval of the Consent Decree, Defendant shall post the Notice attached hereto as Exhibit 1 in a conspicuous location which is used for the posting of employee notices at each of its business locations. This Notice will remain posted for a period of one (1) year. Should the posted copy become defaced, removed, marred, or otherwise illegible, the Defendant agrees to immediately post a readable copy in the same manner as heretofore

specified. Counsel for the Defendant shall provide a copy of the Notice, and an indication of the date and location of its posting to the EEOC's Pittsburgh Area Office, attention, M. Jean Clickner, Trial Attorney, within ten (10) days of the posting.


11. In the event any dispute or question arises as to the interpretation or implementation of this Decree between the Commission and the Defendant, 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.

12. The parties agree that the Court shall retain jurisdiction over this Decree in order to enforce its provisions, should this become necessary.

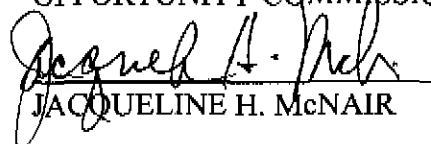
13. This Decree shall be filed in the United States District Court for the Southern District of West Virginia.

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

For: CHARLESTON AREA
MEDICAL CENTER


Stephen A. Weber (WVSB # 3965)

For: EQUAL EMPLOYMENT
OPPORTUNITY COMMISSION


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Assistant U.S. Attorney
Responsible Local Attorney
OFFICE OF THE UNITED STATES
ATTORNEY
P.O. Box 1713
Charleston, West Virginia 25326-1713

Approved by the Court on this 5th day of September, 2002.



THE HONORABLE ELIZABETH V. HALLANAN,
District Judge

EXHIBIT 1

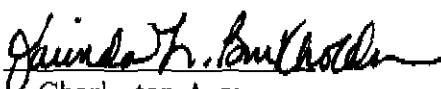
NOTICE

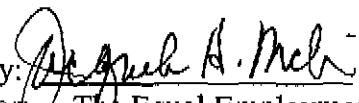
Title VII of the Civil Rights Act of 1964 ("Title VII") prohibits discrimination against employees and applicants for employment based upon their race, color, sex, religion or national origin. Title VII further prohibits retaliation against employees or applicants who avail themselves of their rights under Title VII by engaging in protected activities such as the filing of a charge of discrimination. The Equal Employment Opportunity Commission is the federal agency that investigates charges of discrimination and, if necessary, brings lawsuits in federal district courts to enforce Title VII.

This notice is being posted as part of the resolution of *EEOC v. Charleston Area Medical Center*², Civil Action Number 2:01-0910 (SD WV). The EEOC brought this action enforce provisions of Title VII which prohibits discrimination on the basis of race. The parties have agreed to settle the case without trial. Charleston Area Medical Center has denied, and continues to deny, it committed any act of discrimination. Charleston Area Medical Center fully supports and will comply with Title VII in all respects. It will not engage in any employment practice which operates to deny equal employment opportunities in violation of Title VII.

Furthermore, in accordance with Title VII, Charleston Area Medical Center will not take any action against any employee or applicant for employment because he or she has exercised any right under Title VII, including the filing of a charge of discrimination.

This Notice will remain posted at its business location on a bulletin board where notices, bulletins or announcements are usually and normally posted for the benefit of employees. This Notice must not be defaced or removed.

By: 
For: Charleston Area
Medical Center, Inc.

By: 
For: The Equal Employment
Opportunity Commission

²The style of this case reflects the merger of Strategic Health Services, Inc. d/b/a Strategic Home Health Services with Charleston Area Medical Center, on December 1, 2000.