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IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

EQUAL EMPLOYMENT OPPORTUNITY)
COMMISSION, *et al.*,)
)
 Plaintiffs,)
)
 v.)
)
 CONECTIV, *et al.*,)
)
 Defendants.)
)
)
)

C.A. NO. 2:05-cv-03389-TMG

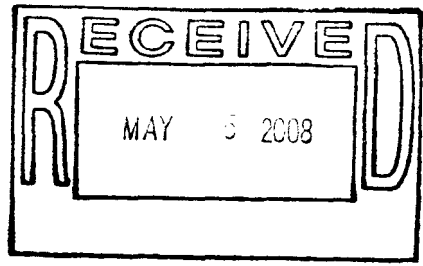
MICHAEL J. FORTUNE, Clerk
By Uly Dep. Clerk

CONSENT DECREE

A. This action was brought by the United States Equal Employment Opportunity Commission ("the EEOC" or "the Commission") on July 1, 2005, against, *inter alia*, Steel Suppliers Erectors, Inc., under Title VII of the Civil Rights Act of 1964 and Title I of the Civil Rights Act of 1991 to correct alleged unlawful employment practices on the basis of race (Black) and to provide appropriate relief to James Slater who was adversely affected by such practices.

The Commission alleged Steel Suppliers Erectors, Inc., allowed James Slater to be subjected to egregious racial harassment in the form of racist graffiti on the walls and surfaces of portable toilets on the worksite, display of a hangman's noose, racial slurs and racially derogatory comments from both managers and co-workers. The Commission further alleges that although James Slater complained about the racial harassment, Steel Suppliers Erectors, Inc. failed to take prompt, effective, remedial measures to correct the racially hostile work environment.

Steel Suppliers denies all allegations.



B. This Consent Decree is entered into by and shall be final and binding between the EEOC and Defendant Steel Suppliers Erectors, Inc. (“Steel Suppliers”), their directors, officers, agents, successors and assigns.

C. The EEOC and Steel Suppliers agree to entry of this Consent Decree, which shall fully and finally resolve all claims the EEOC raised in its Complaint in Civil Action No. 2:05-cv-3389-TMG. This Consent Decree shall not constitute either an adjudication of or finding on the merits of the complaint and shall not be construed as an admission by Steel Suppliers of any violation of Title VII.

Findings

D. Having carefully examined the terms and provisions of this Consent Decree, and based on the pleadings, record and stipulations of the parties, the Court finds: (1) it has jurisdiction over the parties and subject matter jurisdiction of this action; and (2) the terms of this Decree are fair, reasonable, equitable and just, and adequately protect the rights of the parties, class members and the public interest.

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

Non-Discrimination and Non-Retaliation

1. This Court has jurisdiction over the parties and subject matter of this action.
2. Steel Suppliers is enjoined from engaging in any employment practice which operates to harass individuals based on race in violation of Title VII.
3. Steel Suppliers is enjoined from engaging in any employment practices which retaliate in any manner against any person, including but not limited to Keith Riddick, James Slater, Roy Grimes, Jeffrey Campbell or any individual identified or named during this litigation and/or

during the EEOC's investigation into the charges filed by Mr. Riddick, Mr. Slater, and Mr. Grimes as a claimant, potential claimant, or witness, because of that person's opposition to any practice made an unlawful employment practice under Title VII or because that person has made a charge, testified, assisted or participated in any manner in an investigation, proceeding or hearing under Title VII.

4. Steel Suppliers shall not divulge, directly or indirectly, to any identifiable employer or potential employer of James Slater and any individual identified or named during the EEOC's investigation into the charges filed by James Slater, as a claimant, potential claimant, or witness, any of the facts or circumstances related to the claims of discrimination against Steel Suppliers in this case or any of the events relating to their participation in the EEOC's investigation or in the litigation of this action.

5. Nothing in this Consent Decree, either by inclusion or exclusion, shall be construed to limit the obligations of Steel Suppliers under Title VII or the EEOC's authority to process or litigate any charge of discrimination now pending, if any, or filed in the future against Defendants.

Duration of the Decree

6. The Decree shall be in effect for a period of four (4) years from the date it is entered by the Court.

Monetary Relief

7. Steel Suppliers agrees to pay monetary relief in the total amount of two hundred and fifty thousand dollars (\$ 250,000.00), to James Slater in full settlement of the claims raised against Steel Suppliers in the EEOC's Complaint. The monetary relief will be paid in the following manner: within 10 business days after receipt of an executed Release executed by James Slater and

the Court's entry of the Consent Decree, whichever date is later, Steel Suppliers will pay James Slater a total of two hundred and fifty thousand dollars (\$ 250,000.00). If Steel Suppliers does not make payment in the manner set forth in this Paragraph, the Court will enter a judgment for the entire amount remaining due, plus attorneys fees, costs, and interest paid at the legal rate, compounded daily.

The check(s) will be mailed to James Slater c/o Joanne Rathgeber, Esq., Hill Wallack, LLP, 111 East Court Street, Doylestown, PA 18901. If there are any changes in address, the EEOC will provide notice by certified mail to counsel for Steel Suppliers. Defendant Steel Suppliers will mail a copy of each check, within five business days of mailing it to James Slater to the attention of Terrence R. Cook, Supervisory Trial Attorney, EEOC, 21 South Fifth Street, Suite 400, Philadelphia, PA 19106-2515. In order to receive this monetary relief, James Slater, must execute a release satisfactory in form to Steel Suppliers and to James Slater.

Notice Posting

8. Within 20 business days after entry of this Decree, Steel Suppliers shall post at its home office on all bulletin boards used by Steel Suppliers for communicating with employees, and at all worksites in which Steel Suppliers is either a prime-contractor or sub-contractor and maintains a trailer or bulletin board for communicating with Steel Suppliers employees, same-sized copies of the Notice attached as Exhibit 1 to this Decree. The Notice shall remain posted for four (4) years from the date of entry of this Decree. Steel Suppliers shall provide to the attention of Terrence R. Cook, Supervisory Trial Attorney, EEOC, 21 South Fifth Street Suite 400, Philadelphia, PA 19106-2515, a list of the location and date of each posting within 40 days after entry of this Decree. If the

posting becomes defaced, removed, marred or otherwise illegible, Steel Suppliers agrees to post a readable copy in the same manner as heretofore specified.

Non-Discrimination and Anti-Harassment Policies and Complaint Procedures

9. Steel Suppliers' policies against discrimination, harassment and retaliation and complaint procedures shall be drafted in plain and simple language, and be available in English and Spanish. Steel Suppliers shall ensure that its policy or policies against discrimination, harassment and retaliation and related complaint procedures meet the following minimum criteria:

(a) state that Steel Suppliers: (i) prohibits discrimination against employees on the basis of race, sex, national origin, religion and color, and prohibits retaliation in violation of Title VII; (ii) prohibits retaliation against employees for opposing employment practices they reasonably believe are discriminatory or for participating in an investigation by the EEOC or a state or local governmental agency of a charge of discrimination under Title VII; (iii) prohibits any act, policy or practice that has the effect of harassing or intimidating any employee on the basis of race, sex, national origin, religion or color in violation of Title VII; and (iv) prohibits any act, policy or practice that has the effect of creating, facilitating or permitting the existence of a work environment that is hostile to employees through acts such as physical/verbal abuse and derogatory comments based on race, sex, national origin, religion or color in violation of Title VII;

(b) include a complaint procedure designed to encourage employees to come forward with complaints regarding violations of its policy or policies against discrimination, harassment and retaliation, which shall meet the following minimum criteria: (i) provide effective mechanism(s) for reporting incidents of discrimination, harassment and retaliation; (ii) provide that the complaints of discrimination, harassment and/or retaliation can be made either in writing or verbally; (iii)

identify employees to whom an employee can make a complaint; (iv) provide a toll free number that will be available for employees to call to make a complaint of discrimination, harassment or retaliation during work hours or to leave a message after work hours; (v) encourage prompt reporting by employees; and (vi) provide assurances that complainants shall not be subjected to retaliation;

(c) provide for prompt investigation of complaints of harassment and/or retaliation;

(d) provide for prompt communication to the complaining party of the results of the investigation and any remedial actions taken or proposed; and

(e) provide for discipline up to and including discharge of an employee, supervisor or foreman who violates Steel Suppliers' policy or policies against discrimination, harassment and retaliation, and for increasingly severe discipline of repeat offenders.

(f) Steel Suppliers shall distribute to all of its employees, its policy or policies against discrimination, harassment and retaliation. This distribution will take place no later than 90 days after the entry of this Consent Decree. Acknowledgment of receipt forms will be made available. Steel Suppliers will retain copies of any acknowledgment of receipt form.

10. Within 90 days after entry of this Consent Decree, Steel Suppliers shall advise Terrence R. Cook, Supervisory Trial Attorney, EEOC's Philadelphia District Office, that its policy or policies against discrimination, harassment and retaliation have been distributed to current employees and that all employees will receive these policies and have an opportunity to acknowledge receipt.

11. Steel Suppliers shall, every six months for the duration of the Consent Decree, send a copy of its policy or policies against discrimination, harassment and retaliation to each employee.

Supervisor/Foreman Accountability

12. Steel Suppliers shall promote supervisor/foreman accountability by the following conduct:

- (a) providing annual anti-discrimination training to all of its supervisory and managerial personnel, including foreman as set forth in Paragraph 13.
- (b) disciplining, up to and including discharge, any supervisor, manager or foreman who violates Steel Suppliers' policy or policies against discrimination, harassment and retaliation;
- (c) imposing on all managers, supervisory personnel and foreman a duty to administer their work areas to ensure compliance with Steel Suppliers' policy or policies against discrimination, harassment and retaliation; and
- (d) requiring all managers, supervisors or foremen to report any pattern of behavior and/or complaint of harassment and/or retaliation of which they become aware to Steel Suppliers' Corporate Office.

Training

13. Steel Suppliers shall provide training on the requirements of Title VII as follows:
- (a) Steel Suppliers agrees to provide annual training sessions for all of its managers, supervisors and general foremen on employee rights and employer obligations under both Title VII and relevant state or local anti-discrimination laws, which training will emphasize what constitutes unlawful harassment and discrimination in the workplace, how to keep the company free from such discrimination, what constitutes unlawful retaliation and will summarize how to conduct a prompt and effective investigation into allegations, complaints or charges of discrimination;

(b) each training session will include a presentation or statement by a high-ranking Steel Suppliers official emphasizing its commitment to prevent discrimination and harassment;

(c) In addition to the training described in Paragraph 13 (a) within 90 calendar days of the entry of the Consent Decree, Steel Suppliers shall provide training to all employees on Steel Suppliers' respective policy on racial harassment in the workplace, a discussion of what conduct constitutes racial harassment and the complaint procedure to follow if racial harassment occurs.

(d) Steel Suppliers shall first provide training in accordance with Paragraph 13 (a) and (c) no later than 90 calendar days after entry of this Consent Decree and also shall provide such training in calendar years 2009, 2010, 2011 and 2012.

(e) Steel Suppliers shall obtain the EEOC's approval of its proposed trainer prior to the first year's training session. The approval of the trainer will be effective for subsequent training sessions for the duration of the Consent Decree unless the EEOC determines that the prior training did not comport with the terms of this Consent Decree. Within 10 business days of notification by Steel Suppliers of the trainer's name and outline of the training session, EEOC will advise Steel Suppliers whether or not the trainer is approved. If the EEOC denies approval of the trainer within the 10 business day period, the EEOC is required to provide Steel Suppliers with a detailed explanation for the rejection. If the EEOC fails to respond within the 10 business day period, Steel Suppliers can proceed with the trainer that it selected.

14. Steel Suppliers agrees at its expense to provide the EEOC with copies of all pamphlets, brochures, outlines or other written materials provided to attendees of training sessions.

15. Steel Suppliers shall certify to the EEOC in writing within 10 business days after the training sessions required by Paragraphs 13 (a) and (c) have occurred that the training has taken

place and the personnel who attended. Such certification shall include: (i) the dates, location and duration of the training session; (ii) a copy of the registry of attendance, including the name and position of each person in attendance; and (iii) a listing of all managers and supervisors as of the date of the training.

Recordkeeping

16. For a period of four (4) years following entry of this Decree, Steel Suppliers shall document and retain records of each complaint of an incident of discrimination or harassment, based on race and/or retaliation for filing a complaint of racial harassment by any employee, reflecting the date the complaint was made, who made it, what was alleged and the actions, if any, Steel Suppliers took to resolve the matter, and shall at its expense make such records available for inspection and copying by the EEOC.

17. Steel Suppliers shall make all documents or records referred to in Paragraph 16 available for inspection and copying within 10 business days after the EEOC so requests. In addition, Steel Suppliers shall make available for interview all persons in its employ whom the EEOC reasonably requests for purposes of verifying compliance with this Decree and shall permit a representative of the EEOC to enter Steel Suppliers' premises for such purposes on five business days' advance notice by the EEOC.

18. Nothing in this Decree shall be construed to limit any obligation Steel Suppliers otherwise may have to maintain records under Title VII or any other law or regulation. After expiration of this Consent Decree, records will be maintained by Steel Suppliers as required by law and Commission regulations.

Reporting

19. Steel Suppliers shall furnish to the EEOC the following written reports semi-annually for a period of four-years following entry of this Decree with the first report due six months after entry of the Decree and the final report due 48 months after entry of the Decree. Each such report shall contain:

(a) a summary of the information recorded by Steel Suppliers pursuant to Paragraph 15, if any such complaints were filed, and to include the name of the complainant, the allegation of the complaint and any action taken by Steel Suppliers in response;

(b) a certification by Steel Suppliers that the Notice required to be posted by Paragraph 15 was posted during the six months preceding the report;

(c) a certification by Steel Suppliers that it has or will distribute the policy or policies against discrimination, harassment and retaliation annually to employees, and that Steel Suppliers has disseminated the policy or policies against discrimination, harassment and retaliation to all new employees hired within the six-month period preceding the report;

(d) a certification that Steel Suppliers has complied with training requirements of this Consent Decree;

(e) a summary of any additional actions Steel Suppliers took to prevent discrimination, harassment and retaliation during the six-month period preceding the report.

DISPUTE RESOLUTION

20. In the event that either Conectiv or the EEOC believes that the other has failed to comply with any provision(s) of the Consent Decree, the complainant shall notify the other of the alleged non-compliance within ten (10) days of the alleged non-compliance and shall afford the alleged non-complying entity ten (10) business days to remedy the non-compliance or to satisfy the

complainant that the alleged non-complying entity has complied. If the alleged non-complying entity has not remedied the alleged non-compliance or satisfied the complainant that it has complied within ten (10) business days, the complainant may apply to the Court for appropriate relief.

Miscellaneous Provisions

21. Each party to this Decree shall bear its own expenses, costs and attorneys' fees.

22. The terms of this Decree are and shall be binding upon the present and future representatives, agents, directors, officers, successors and assigns of Steel Suppliers in their capacities as representatives, agents, directors and officers of Steel Suppliers and not in their individual capacities. This paragraph shall not be construed as placing any limit on remedies available to the Court in the event any individual is found in contempt for a violation of this Decree.

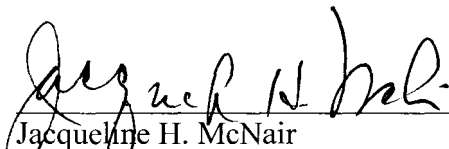
23. This Consent Decree shall be filed in the United States District Court for the Eastern District of Pennsylvania and shall continue in effect for four (4) years. During this time, this Court shall retain jurisdiction over this matter and the parties for purposes of enforcing compliance with the Decree, including issuing such orders as may be required to effectuate its purposes. Any application by any party to modify or vacate this Consent Decree during such period shall be made by motion to the Court on no less than 30 days' notice to the other party. Should any material disputes under this Decree remain unresolved after this five-year period, the term of the Decree shall be automatically extended (and the Court will retain jurisdiction of this matter to enforce the Consent Decree) until such time as all disputes have been resolved.

24. The Clerk of the District Court is hereby directed to send a file-stamped copy of this Consent Decree to counsel of record.

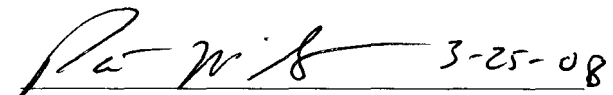
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COMMISSION
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Philadelphia, PA 19106
(215) 440-2688
Counsel for Plaintiff EEOC

Dated: *5-5-08*

SO ORDERED:

By the Court:  Date: 5/7/08
THOMAS M. GOLDEN, U.S.D.J.

Exhibit 1

NOTICE TO ALL STEEL SUPPLIERS ERECTORS, INC. EMPLOYEES

This Notice is posted pursuant to a Consent Decree entered by the federal court for the Eastern District of Pennsylvania in EEOC v. Steel Suppliers Erectors, Inc., et al., Civil Action Number 05-3389, resolving a lawsuit filed by the Equal Employment Opportunity Commission (“EEOC”) against Steel Suppliers Erectors, Inc (“Steel Suppliers”).

Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e et seq., as amended (“Title VII”), prohibits discrimination against employees and applicants for employment based upon race, national origin, sex, color or religion. Title VII further prohibits retaliation against employees or applicants who avail themselves of the rights under Title VII by engaging in protected activities, such as filing a charge of discrimination and/or testifying or participating in a Commission investigation. The EEOC is the federal agency which investigates charges of unlawful employment discrimination. The EEOC has the authority to bring lawsuits in federal court to enforce Title VII.

In its lawsuit, the EEOC alleged that Steel Suppliers allowed a Black employee to be subjected to egregious racial harassment including racial slurs and racially derogatory comments from both managers and co-workers, in violation of Title VII. Steel Suppliers denies all allegations.

To resolve the case, Steel Suppliers and the EEOC have entered into a Consent Decree which provided, among other things, that: (1) Steel Suppliers pay monetary relief to the aggrieved individual; (2) Steel Suppliers shall not discriminate on the basis of race; (3) Steel Suppliers shall not retaliate against any person because he or she opposed any practice made unlawful by Title VII, filed a Title VII charge of discrimination, participated in any Title VII proceeding, or asserted any rights under the Consent Decree; and (4) Steel Suppliers will train all managers, supervisors, and employees regarding discrimination, harassment and retaliation, and regarding its policy prohibiting discrimination, harassment and retaliation.

If you believe you have been discriminated against, you may contact the EEOC at (215) 440-2600. The EEOC charges no fees and has employees who speak languages other than English.

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

This Notice must remain posted for four (4) 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 the: Regional Attorney, EEOC Philadelphia District Office, 21 South 5th Street, Philadelphia, PA 19106.



U.S. Equal Employment Opportunity
Commission



Steel Suppliers Erectors, Inc.

DATED: 5/2/08

DATED: 3-25-08