

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

EQUAL EMPLOYMENT OPPORTUNITY)	
COMMISSION,)	
)	
Plaintiff,)	CIVIL ACTION NO.: 06-cv-0168
)	
v.)	
)	
JAMESON MEMORIAL HOSPITAL)	
(a subsidiary of Jameson Health System, Inc.))	
)	
Defendant.)	
_____)	

CONSENT DECREE

Introduction

A. This action was instituted by the U.S. Equal Employment Opportunity Commission (“the EEOC” or “the Commission”) on or about February 9, 2006 against Jameson Memorial Hospital (a subsidiary of Jameson Health System, Inc.) (“Jameson” or “Defendant”) to enforce provisions of Title VII of the Civil Rights of 1964, as amended, 42 U.S.C. 2000e *et seq.* (“Title VII”). In its Complaint, the Commission alleged that Charging Party, Julie A. Bailey, an African American female, was denied the opportunity to advance into Defendant's MRI department while similarly situated white employees were permitted to train and work within the department, including white employees who did not possess MRI certification. Further, the Complaint alleged that after Ms. Bailey engaged in protected activity by filing a Charge of Discrimination alleging race discrimination with the EEOC, Defendant retaliated against her when it continued to deny her training and work opportunities in the MRI department. The Complaint alleges that as a result of the racial discrimination and retaliatory behavior, the Charging Party suffered severe emotional distress and damages as a result of the aforementioned illegal conduct of the Defendant.

B. This Consent Decree is entered into by and shall be final and binding between the EEOC and Jameson, its directors, officers, agents, successors and assigns.

C. The Commission and Defendant agree to the entry of this Consent Decree, which shall fully and finally resolve all claims the EEOC raised in its Complaint in Civil Action No. 06-cv-0168 (JFC). 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 Defendant 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 of 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, 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. Defendant will not harass or discriminate against any employee on the basis of race in violation of Title VII.
3. Defendant will not engage in any employment practices which retaliate in any manner against any person, including but not limited to Julie A. Bailey, 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. Defendant shall only divulge to any identifiable employer or potential employer of Julie A. Bailey, Ms. Bailey's start date, position title, final salary and end date and indicate that such limited disclosure is part of its business practice.

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

Monetary Relief

6. No later than 15 days after receipt of a Release executed by Ms. Bailey, Defendant agrees to pay monetary relief in the amount of **\$50,000.00** to Julie A. Bailey, and her private counsel in full settlement of the claim raised on her behalf against Defendant in the EEOC's Complaint. A copy of the check will be mailed to Ms. Bailey's private attorney and a copy within five business days thereafter shall be sent to the attention of Stephanie Marino, Trial Attorney, EEOC, 21 South Fifth Street, Suite 400, Philadelphia, PA 19106-2515. In order to receive this monetary relief, Ms. Bailey must execute a Release, to be presented to her by Defendant. Late payment of the check will be subject to the accrual of interest on the unpaid amount, calculated pursuant to 28 U.S.C. 1961.

Posting of Notice

7. Within 20 business days after entry of this Decree, Defendant shall post at its Jameson work site(s) on all bulletin boards, used by Defendant for communicating with employees, same-sized copies of the Notice attached as Exhibit A to this Decree. The Notice shall remain posted for two (2) years from the date of entry of this Decree. Defendant shall forward a certification that the Notice has been posted and dates of posting within 30 days after entry of this Decree to Stephanie Marino, Trial Attorney, EEOC, 21 South Fifth Street Suite 400, Philadelphia, PA 19106-

2515. If posted copies become defaced, removed, marred or otherwise illegible, Defendant agrees to post a readable copy in the same manner as heretofore specified.

Non-Discrimination and Anti-Harassment Policies and Complaint Procedures

8. Defendant agrees to revise its policy against race discrimination, harassment and retaliation and complaint procedures, which shall be drafted in plain and simple language. Defendant shall ensure that its policy or policies against race discrimination, harassment and retaliation and related complaint procedures meet the following minimum criteria:

(a) state that Defendant: (i) prohibits discrimination against employees on the basis of race, 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, 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, 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 race discrimination, harassment and retaliation, which shall meet the following minimum criteria: (i) provide effective mechanism(s) for reporting incidents of race discrimination, harassment and retaliation; (ii) provide that the complaints of race discrimination, harassment and/or retaliation can be made either in writing or verbally; (iii) identify an employee or employees at Defendant's worksite(s), to whom an

employee can make a complaint; (iv) encourage prompt reporting by employees; and (v) provide assurances that complainants shall not be subjected to retaliation;

(c) provide for prompt investigation of complaints of race discrimination, 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 or supervisor who violates Defendant's policy or policies against race discrimination, harassment and retaliation, and for increasingly severe discipline of repeat offenders.

9. Defendant shall distribute to all of its employees and newly-hired employees, its policy or policies against race discrimination, harassment and retaliation within 30 days after entry of this Consent Decree.

10. Within 30 days after entry of this Consent Decree, Defendant shall advise Stephanie Marino, Trial Attorney, EEOC's Philadelphia District Office, that its policy or policies against race discrimination, harassment and retaliation have been distributed to current employees, including temporary employees, and that new employees, including temporary employees, will receive these policies and an opportunity to acknowledge receipt. Defendant will retain copies of any acknowledgment of receipt form for an employee in the employee's personnel file.

Supervisor Accountability

11. Defendant shall promote supervisor accountability by the following conduct:

(a) providing annual anti-discrimination training to all of its supervisory and managerial

personnel as set forth in Paragraphs 13;

(b) disciplining, up to and including discharge, any supervisor or manager who violates Defendant's policy or policies against race discrimination, harassment and retaliation; and

(c) imposing on all managers and supervisory personnel a duty to administer their work areas to ensure compliance with Defendant's policy against race discrimination, harassment and retaliation; and

(d) requiring all managers and supervisors to report any incidents and/or complaints of race discrimination, harassment and/or retaliation of which they become aware to the employee or employees designated to handle complaints of race discrimination, harassment and retaliation.

Training

12. Defendant shall provide training on the requirements of Title VII as follows:

(a) Defendant agrees to provide annual training sessions for any employee or employees at its Jameson work sites responsible for responding to Title VII complaints made at Jameson by a trainer approved by the EEOC. The training will cover employee rights and employer obligations under both Title VII and relevant state or local anti-discrimination laws, and will emphasize what constitutes unlawful harassment and discrimination in the workplace, how to keep the company free from such race discrimination, what constitutes unlawful retaliation, and will summarize how to conduct a prompt and effective investigation into allegations, complaints or charges of race discrimination;

(b) Defendant has provided training in accordance with Paragraph 13(a) in 2006, and will provide similar training annually during the term of the Consent Decree.

13. Defendant shall obtain the EEOC's approval of its proposed trainer prior to each year's training sessions.

14. Defendants agree at its expense to provide the EEOC with copies of all pamphlets, brochures, outlines or other written materials provided to attendees of training sessions. Even though the EEOC has approved of or designated a trainer to provide training for one year, it is not required to approve of or designate the same trainer for future training sessions.

15. Defendant shall certify to the EEOC in writing within 10 business days after the training sessions required by Paragraph 13 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 the employee or employees at Jameson's work site(s), responsible for responding to Title VII complaints made at Jameson as of the date of the training.

16. Defendant shall furnish to the EEOC the following written reports annually for a period of two (2) 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 certification by Defendant that the Notice required to be posted by Paragraph 7 was posted during the six months preceding the report;
- (b) a certification by Defendant that it has or will distribute the policy or policies against race discrimination, harassment and retaliation to all employees;
- (c) a certification that Defendant has complied with training requirements of this Consent Decree;
- (d) a summary of any additional actions Defendant took to prevent race discrimination, harassment and retaliation at Jameson's work site(s) during the six-month period preceding the report.

Dispute Resolution

17. In the event either party to this Decree believes the other party has failed to comply with any provision(s) of the Decree, the complaining party shall notify the other party of the alleged non-compliance within 20 days of the alleged non-compliance and afford the alleged non-complying party 20 business days to remedy the non-compliance or satisfy the complaining party that the alleged non-complying party has complied. If the alleged non-complying party has not remedied the alleged non-compliance or satisfied the complaining party that it has complied within 20 business days, the complaining party may apply to the Court for appropriate relief.

Miscellaneous Provisions

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

19. The terms of this Decree are and shall be binding upon the present and future representatives, agents, directors, officers, successors and assigns of Defendant in their capacities as representatives, agents, directors and officers of Defendant 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.

20. This Consent Decree shall fully and finally resolve all claims which were raised by the EEOC in its Complaint in Civil Action No. 06-cv-0168.

21. This Consent Decree shall be filed in the United States District Court for the Western District of Pennsylvania and shall continue in effect for two (2) 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 two-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.

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

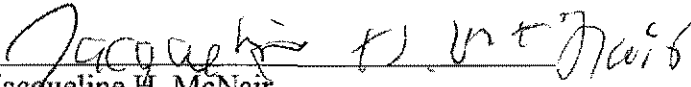
For Plaintiff EEOC:

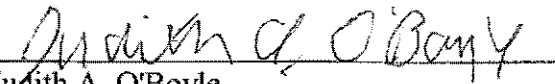
For Defendant Jameson Memorial Hospital (a subsidiary of Jameson Health System, Inc.):


James L. Lee
Deputy General Counsel

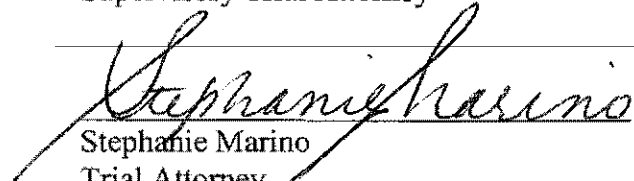
Gwendolyn Young Reams
Associate General Counsel
Wash., D.C.

EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION


Jacqueline H. McNair
Regional Attorney


Judith A. O'Boyle
Supervisory Trial Attorney


Phillip L. Clark, Esquire
Balph, Nicolls, Nitsos, Flannery & Clark
Suite 300, Sky Bank Building
14 North Mercer Street
New Castle, PA 16101


Stephanie Marino
Trial Attorney

EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION

Philadelphia District Office
21 S. 5th Street, Suite 400
Philadelphia, PA 19106
(215) 440-2828

By the Court: /s/ Joy Flowers Conti
JOY FLOWERS CONTI
UNITED STATES DISTRICT JUDGE

Date: July 17, 2006

EXHIBIT A

NOTICE TO ALL JAMESON MEMORIAL HOSPITAL EMPLOYEES

This Notice is posted pursuant to a Consent Decree entered by the federal court for the Western District of Pennsylvania in EEOC v. Jameson Memorial Hospital (a subsidiary of Jameson Health System, Inc.), Civil Action Number 06-cv-0168, resolving a lawsuit filed by the Equal Employment Opportunity Commission ("EEOC") against Jameson Memorial Hospital (a subsidiary of Jameson Health System, Inc.)("Jameson")

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 national origin, sex, race, color or religion. 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 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.

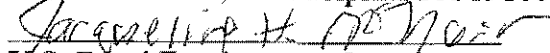
In its lawsuit, the EEOC alleged that Jameson subjected an employee to discrimination based on race and, after the employee engaged in protected activity, Jameson retaliated against the employee, in violation of Title VII of the Civil Rights Act of 1964 ("Title VII"). Jameson denies these allegations, and nothing in the Consent Decree shall constitute either an adjudication of or finding on the merits of the Complaint.

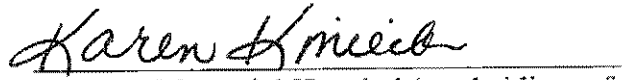
To resolve the case, Jameson and the EEOC have entered into a Consent Decree which provided, among other things, that: (1) Jameson agrees that it will not discriminate on the basis of race in the future; (2) Jameson will not retaliate against any person because he or she opposed any practice made unlawful 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 (3) Jameson will train any employee or employees at Jameson's work sites with responsibility for responding to Title VII complaints made at Jameson, regarding race discrimination, harassment and retaliation, and regarding its policy prohibiting race 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 two (2) 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


Jameson Memorial Hospital (a subsidiary of
Jameson Health System, Inc.)

DATED: 7/5/06

DATED: 6-28-06