

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF ILLINOIS

FILED *em*

MAR 12 2003

CLERK, U.S. DISTRICT COURT
SOUTHERN DISTRICT OF ILLINOIS
EAST ST. LOUIS OFFICE

EQUAL EMPLOYMENT OPPORTUNITY)
COMMISSION,)
)
Plaintiff,)
)
v.)
)
GROENDYKE TRANSPORT, INC.,)
)
Defendant.)

Civil Action No. 02-1016 MJR

CONSENT DECREE

Introduction

Plaintiff Equal Employment Opportunity Commission (hereinafter the "Commission") has instituted this action alleging that Groendyke Transport, Inc. (hereinafter the "Defendant") discriminated against Robin Flye (now Robin Flye Webb) in violation of Sections 703(a) and 704(a) of Title VII, 42 U.S.C. § 2000e-2(a) and 3(a).

For purposes of settlement and compromise only, the Parties have advised the Court that they wish to resolve the instant controversy without the expense, delay, and burden of further litigation;

THEREFORE, it is the finding of this Court, based on the pleadings and on the record as a whole and upon agreement of the Parties, that: (i) this Court has jurisdiction over the Parties to and the subject matter of this action, (ii) the requirements of the Title VII will be carried out by the implementation of this Consent Decree, (iii) this Consent Decree is intended to and does resolve all matters in controversy in this lawsuit among the Parties, and (iv) the terms of this Consent Decree constitute a fair and equitable settlement of all issues in this lawsuit.

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IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED as follows:

I. General Provisions

1. This Consent Decree, being entered with the consent of the Parties for purposes of settlement, shall not constitute an adjudication on the merits of this lawsuit and shall not be construed as an admission by Defendant of any violation of Title VII or any executive order, law, rule or regulation dealing with or in connection with sexual harassment or retaliation in the workplace. Defendant denies Plaintiff's allegations that it violated Title VII or any executive order, law, rule or regulation dealing with or in connection with sexual harassment or retaliation in the workplace.

2. Defendant shall continue to not discriminate against its employees with respect to hiring, promotion, firing, compensation, or other terms, conditions or privileges of employment on the basis of sex.

3. Defendant shall continue to not discriminate or retaliate against any person because he or she: (a) has opposed any practice alleged in this lawsuit as unlawful under Title VII; (b) has participated in any investigation by the Commission connected with or leading up to this lawsuit; (c) has participated in this lawsuit; or (d) has benefited or will benefit in any way as a result of this Consent Decree.

4. Defendant shall allow the Commission to review Defendant's compliance with this Decree. As a part of such review, the Commission may, upon reasonable notice, (1) require written reports regarding compliance, (2) inspect the Defendant's premises, (3) interview employees and (4) examine and copy relevant documents.

II. Relief for Charging Party

5. In complete settlement of all monetary claims arising out of her employment relationship with Defendant and the ending of that relationship, Defendant shall pay a total of

\$150,000.00, which sum shall include backpay, and compensatory and punitive damages, to Robin Flye Webb. Within ten (10) days after entry of this Decree, Defendant will mail two checks to Robin Flye Webb. One check shall be made payable to Robin Flye Webb in the amount of \$66,715.23 which shall be for alleged back pay damages, less the employee's share of any applicable deductions for FICA, Medicare and federal and state income tax withholdings. The remaining \$83,284.77 will be payable to Robin Flye Webb for alleged compensatory and punitive damages.

6. Defendant shall, within ten (10) days of the entry of this Decree, provide Robin Flye Webb with a letter of reference containing her name, positions held and her dates of employment, and which states that she voluntarily resigned her position with Defendant. Defendant agrees that the same information and only that information will be provided in response to any employment inquiry regarding Robin Flye Webb.

7. Defendant shall, within thirty (30) days of the entry of this Decree, place an Office Memorandum in Rick Steen's personnel file(s) advising him that he was accused of sexual harassment, instructing him to avoid any conduct which is or could be construed as sexually harassing and notifying him of the penalties for engaging in sexual harassment. Defendant shall keep the memorandum in Steen's personnel file in accordance with its disciplinary policy and procedures.

8. Defendant, within one hundred and twenty (120) days of the entry of this Decree, shall provide mandatory sexual harassment training to all employees at its Granite City, Illinois facility, and it will provide additional training for all management employees in Defendant's Human Resource Department responsible for handling and investigation of complaints of sexual harassment regarding same and regarding and Title VII's prohibition against retaliation.

III. Posting and Policies

9. Defendant shall conspicuously post Attachment A of this Consent Decree in its Granite City, Illinois facility within ten (10) days of the entry of the Consent Decree where bulletins

and notices to employees and applicants for employment are customarily and generally posted and displayed. Attachment A shall remain posted as described herein for the term of this Decree.

10. Defendant shall remind each employee of its Granite City, Illinois facility that Defendant's Equal Employment and Nonharassment Policy as set forth in Attachment B is posted, within thirty (30) days of the entry of this Consent Decree. Defendant shall provide each new employee hired after the date of entry of this Consent Decree a copy of Attachment B or, a copy of Defendant's Employee Handbook containing the exact language set forth in Attachment B, within the first fifteen (15) days of employment.

11. Defendant shall continue to post posters required to be displayed in the workplace by EEOC regulation 29 C.F.R. § 1601.30 in its Granite City, Illinois facility.

IV. Reporting, Recordkeeping and Access

12. During the effective period of this Decree, Defendant shall, every six (6) months, provide written notification to the EEOC's Regional Attorney in its St. Louis District Office of any internal complaint of sexual harassment, made by any employee of its Granite City, Illinois facility, including the name(s) of the employee(s), a description of the investigation of the complaint(s), the finding of the investigation and a description of action taken, or resolution of the complaint(s). In the event there are no complaints of sexual harassment, made by any employee of its Granite City, Illinois facility during any six (6) month period, Defendant shall provide written notification to the EEOC's Regional Attorney in its St. Louis District Office that no such complaints have been made.

13. Within thirty (30) days of the entry of this Decree, Defendant shall prepare and submit to the EEOC's Regional Attorney in its St. Louis District Office a letter affirming that Defendant has complied with the requirements of Paragraphs 5 through 7 and 9 through 11 above. Defendant will enclose copies of the checks referred to in Paragraph 5 above, the letter of reference referred to in Paragraph 6 above and the Office Memorandum referred to in Paragraph 7 above.

14. Within thirty (30) days of the completion of the training required under Paragraph 8 above, Defendant shall prepare and submit to the EEOC's Regional Attorney in its St. Louis District Office a letter affirming completion of said training. The letter shall include the names of all employees who attended the training.

V. Term and Effect of Decree

15. By entering into this Consent Decree the Parties do not intend to resolve any charges of discrimination other than the charge or charges that created the procedural foundation for the complaint in this case.

16. During the period of this Consent Decree, it shall be binding upon the Parties herein, their successors and assigns. Defendant shall affirmatively notify any purchasers of the obligations of this Consent Decree prior to any sale which may take place during the period.

17. This Consent Decree shall be for a period of two (2) years and can only be extended for good cause shown. During the term of this Consent Decree the Court shall retain jurisdiction of this cause for purposes of compliance.

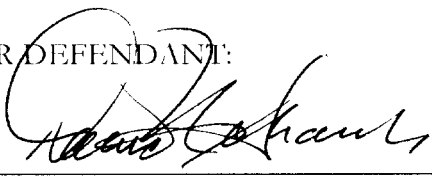
18. Each Party shall bear its own costs and attorneys fees.

DATE: March 12, 2003

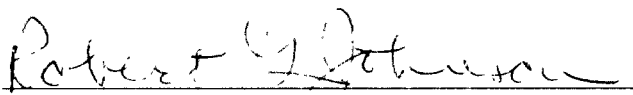
Michael J. Reaga
UNITED STATES DISTRICT JUDGE

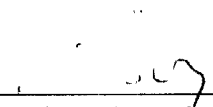
BY CONSENT:

FOR DEFENDANT:

By 
Groendyke Transport, Inc.

FOR PLAINTIFF:


Robert G. Johnson
Regional Attorney


Barbara A. Seely
Supervising Trial Attorney

EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION

Robert A. Young Federal Building
1222 Spruce, Room 8.100
St. Louis, MO 63103
(314) 539-7915

EXHIBIT A
(On Company Letterhead)

NOTICE TO EMPLOYEES

This Notice is being posted pursuant to a Consent Decree entered to resolve the claims of sex discrimination and retaliation raised in the case of Equal Employment Opportunity Commission (EEOC) v. Groendyke Transport, Inc., No. 02-1016 MJR, on file in the Federal District Court for the Southern District of Illinois.

Federal law prohibits sexual harassment in the workplace. It also prohibits retaliation against employees because they have opposed practices they believe they have been sexually harassed or because they have filed charges with the EEOC or participated in or cooperated with an EEOC investigation. Groendyke Transport, Inc. supports and will comply with such Federal law in all respects and will not take any action against employees because they have exercised their rights under the law.

Employees should feel free to report instances of prohibited discrimination to any management official at any time. Groendyke Transport, Inc. will promptly investigate any such reports and to protect the person making the reports from retaliation by the person allegedly guilty of the discriminatory treatment. Employees are also free to make complaints about employment discrimination to the United States Equal Employment Opportunity Commission at 1222 Spruce St., Room 8.100, St. Louis, MO 63103 (Attention: Robert Johnson, Regional Attorney) or by telephone as (314) 539-7910.

Chief Executive Officer

Date: _____



PERMANENT POSTING

GROENDYKE TRANSPORT, INC.

T R A N S P O R T E R S O F C O M M O D I T I E S I N B U L K

GENERAL OFFICES
P. O. BOX 632
ENID, OKLAHOMA
73702 0632
580/234-4663
800/843-2103
FACSIMILE
580/234-1216

February 9, 2001

EQUAL EMPLOYMENT AND NONHARASSMENT POLICY

The purpose of this policy is to promote and maintain a work environment free of unlawful and prohibited discrimination, harassment, sexual harassment, hostility, intimidation, and any other offensive conduct.

Policy Statement

All forms of unlawful or improper conduct, including harassment, sexual harassment, or discrimination based on race, color, religion, sex, national origin, citizenship, age, handicap, disability, veteran status, political, social or fraternal association are prohibited. Every employee, supervisor and manager is responsible for promoting and enforcing this Policy, including cooperation in investigations. An employee will not suffer any adverse employment consequences for reporting harassment or discrimination, or for participating in an investigation of a complaint.

Sexual harassment includes unwelcome sexual advances, requests for sexual favors, and all other verbal or physical conduct of a sexual or otherwise offensive nature, especially where:

- Submission to or rejection of such conduct is used as the basis for decisions affecting an individual's employment;
- Submission to such conduct is made either explicitly or implied as a term or condition of employment;
- Such conduct has the purpose or effect of creating an intimidating, hostile, or offensive working environment.

Intimidating, hostile, or offensive comments, obscenities, graffiti, jokes, calendars, cartoons, magazines, innuendos, lewd language, unwelcome advances, and other inappropriate sexually oriented statements, actions, or documents are prohibited. Harassing or discriminating conduct which interferes with another's performance will also be considered a violation of this Policy.

EXHIBIT B

Respect for the rights and dignity of others in every business situation is expected from all employees, contractors, customers, visitors, and vendors.

Penalties

If the Company determines that an employee has engaged in prohibited or unlawful activities, appropriate corrective or disciplinary action, up to and including discharge for the first offense, will be taken. If other individuals engage in activities prohibited by this Policy, the Company will take appropriate action, which may include exclusion from Company workplaces.

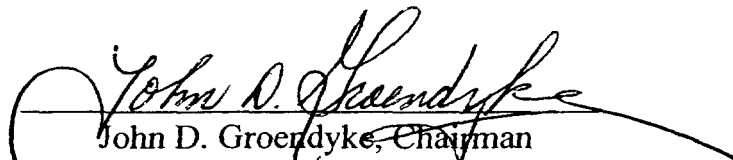
Reporting

Employees who believe they have experienced any job-related treatment in violation of this Policy should immediately:

- Notify the offending individual that the conduct is not welcome;
- Report the treatment to their immediate supervisor, or any supervisor or manager (depending on your organizational structure) progressively up the organization to the Regional Manager, Director, or Vice President level, or to the Vice President of Human Resources.

Supervisors or managers receiving complaints must report the complaint immediately to higher levels of management or the Human Resources Department. Any supervisor or manager who is aware of violations of this Policy and who fail to report it or to initiate suitable corrective action will be subject to disciplinary action. Any form of retaliation or reprisal against any employee for filing a complaint under this Policy, or for assisting in a complaint investigation, is prohibited.

All complaints will be promptly investigated and treated confidentially to the extent possible. All employees are required to cooperate in investigations. Failure to cooperate may result in corrective or disciplinary action, up to and including discharge for the first offense. If after an investigation, allegations are found to be without merit, no action will be taken against the alleged harasser or the complainant. However, if an investigation of a complaint reveals that the complaint was intentionally false, or that an employee intentionally provided false information, corrective or disciplinary action, up to and including discharge for the first offense, may be taken.


John D. Groendyke, Chairman