IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF NORTH CAROLINA
CHARLOTTE DIVISION

U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION,	)	
Plaintiff,	)	
v.	)	**CIVIL ACTION NO. 3:01CV549-V**
MASONRY REINFORCING CORP. OF AMERICA,	)	
Defendant.	)	

CONSENT DECREE

The Equal Employment Opportunity Commission (the "EEOC" or "Commission") instituted this action seeking relief for Carolyn Mancinelli and other similarly situated individuals, pursuant to Section 706(f)(1) and (3) of Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e-5(f)(1) and (3) ("Title VII") and Section 102 of the Civil Rights Act of 1991, 42 U.S.C. § 1981a.

The parties stipulate to jurisdiction of the Court over the parties and the subject matter of this action.

The parties desire to resolve the allegations in the Complaint without the burden, expense, and delay of further litigation.

It is therefore the finding of this Court, made on the pleadings and the record as a whole, that: (1) the Court has jurisdiction over the parties and the subject matter of this action; (2) the purpose and provisions of Title VII will be promoted and effectuated by the entry of this Consent

Decree; and (3) this Consent Decree resolves all matters in controversy between the parties as provided in paragraphs 1 through 14 below.

It is therefore ORDERED, ADJUDGED AND DECREED as follows:

1. Defendant shall not discriminate against any employee on the basis of sex within the meaning of Title VII, and specifically will not subject employees to sexual harassment in violation of Title VII.

2. Defendant shall not retaliate against any person because of opposition to any practice made unlawful under Title VII, or because of the filing of a charge, the giving of testimony or assistance, or the participation in any investigation, proceeding or hearing under Title VII.

3. Defendant shall pay the sum of fifty-four thousand dollars ($54,000.00), in settlement of all claims that the EEOC raised, or could have raised, in the Complaint on behalf of Carolyn Mancinelli, Renee Caron, Tammy Clark, or other similarly situated female employees of Defendant. Defendant shall make payment by issuing checks payable as follows to: Carolyn Mancinelli in the amount of twenty-four thousand dollars ($24,000.00); Renee Caron in the amount of eight thousand, five hundred dollars ($8,500.00); and Tammy Clark in the amount of twenty-one thousand, five hundred dollars ($21,500.00). Payment shall be made to each individual, at the address provided by the EEOC, on or before August 20, 2002. Within ten (10) days after the checks have been sent, Defendant shall mail to Mindy E. Weinstein, Regional Attorney, Equal Employment Opportunity Commission, 129 W. Trade Street, Suite 400, Charlotte, North Carolina, 28202, copies of the checks and proof of delivery for each.

4. Defendant agrees to remove from the personnel file of Carolyn Mancinelli any and all documents, entries, or references of any kind relating to the facts and circumstances which led to

the filing of EEOC Charge No. 140990203, Carolyn Mancinelli v. Masonry Reinforcing Corporation of America, and the related events that occurred thereafter.

5. Defendant shall revise its current anti-harassment policy and shall institute and implement an anti-discrimination and anti-retaliation policy. Defendant shall provide a training program to all of its managers, supervisors, and employees. The training program shall include an explanation of the requirements of Title VII, its prohibition against sex discrimination in the workplace, including sex or gender based harassment, and its prohibition against retaliation. The training program shall also cover Defendant's anti-discrimination, anti-harassment and anti-retaliation policy and an explanation of the rights and responsibilities of employees and managers under the policy. The training program shall be completed within ninety (90) days after entry of this Consent Decree by the Court. Within twenty (20) days after completion of the training program, Defendant shall certify to the Commission the specific training which was undertaken and shall provide the Commission with a roster of all management, supervisors, and employees, who completed such training. Defendant agrees to have all new employees complete a training program within thirty (30) days of their date of hire. A second training program shall take place within two years of the entry of this Consent Decree.

6. During the term of this Consent Decree, Defendant shall conspicuously post the attached Employee Notice, marked Exhibit A, hereby made a part of this Decree, in a place where it is visible to employees at its Charlotte, North Carolina facility. If the Notice becomes defaced or unreadable, Defendant shall replace it by posting another copy of the Notice.

7. During the term of this Consent Decree, Defendant shall provide the Commission with reports at six (6) month intervals, with the first being due five (5) months after approval by

the Court of this Decree, and the second being due six (6) months after the first. The reports shall include the following information: (a) the identities of all individuals who have complained of sex discrimination, sex or gender based harassment or retaliation at Defendant's Charlotte, North Carolina facility, including by way of identification each individual's name, sex, position, supervisor and social security number; (b) a detailed statement of the individual's complaint; (c) the identity of the person who allegedly harassed or discriminated against the individual; and (d) the action taken in response to the individual's complaint. The reports shall be submitted to the Commission at the time intervals outlined immediately above.

8. In order to review compliance with this Decree, upon reasonable notice to Defendant of not less than 48 hours, the Commission may inspect Defendant's Charlotte, North Carolina, facility, interview employees, and examine and copy documents relating to any complaints reported in accordance with paragraph 4 above, the training provided for in paragraph 5, and the notice posting as provided for in paragraph 6.

9. If at anytime during the term of this Consent Decree, the Commission believes that Defendant is in violation of the Decree, the Commission shall give written notice of the alleged violation to Defendant. Defendant shall have thirty (30) days in which to investigate and respond to the allegations. Thereafter, the parties shall then have a period of twenty (20) days or such additional period as may be agreed upon by them, in which to engage in negotiation and conciliation regarding such allegations before the Commission exercises any remedies available to it.

10. The term of this Consent Decree shall be two (2) years from its entry by the Court.

11. Each party shall bear its own costs and attorney's fees.

12. Defendant shall provide a neutral letter of reference to Carolyn Mancinelli, Tammy Clark, and Renee Caron. Defendant agrees to provide only the dates of employment, positions held, and rates of pay to prospective employers requesting information regarding the employment of Carolyn Mancinelli, Rene Caron, and Tammy Clark with Defendant.

13. This Court shall retain jurisdiction of this cause for purposes of enforcing this Consent Decree and entry of such further orders as may be necessary or appropriate.

14. The Commission is filing an order dismissing with prejudice the above-captioned matter simultaneously herewith.

July 3, 2002
Date

Judge, U.S. District Court

The parties jointly request that the Court approve and enter this Consent Decree:

MASONRY REINFORCING CORPORATION OF AMERICA

By: Vance E. Drawdy

Vance E. Drawdy
Sandi R. Wilson
HAYNSWORTH, BALDWIN, JOHNSON & GREAVES, L.L.C.
918 South Pleasantburg Drive
Greenville, SC 29607-2424

EQUAL EMPLOYMENT OPPORTUNITY COMMISSION

GWENDOLYN YOUNG REAMS
Associate General Counsel
EQUAL EMPLOYMENT OPPORTUNITY COMMISSION

By: Mindy G. Weinstein

MINDY E. WEINSTEIN
EQUAL EMPLOYMENT OPPORTUNITY COMMISSION
Regional Attorney

By:

KIRK LANGEL
EQUAL EMPLOYMENT OPPORTUNITY COMMISSION
Trial Attorney
129 West Trade Street, Suite 400
Charlotte, NC 28202

NOTICE TO EMPLOYEES

This Notice is being posted pursuant to a Consent Decree entered into between the U.S. Equal Employment Opportunity Commission and Masonry Reinforcing Corporation of America ("Masonry"). Federal law prohibits discrimination against any employee or applicant for employment because of the individual's sex, race, color, national origin, religion, age (40 and over) or disability with respect to hiring, promotion, discipline, firing, compensation, or other terms, conditions or privileges of employment.

Masonry supports and will comply with such federal law in all respects and will not take action against employees because they have exercised their rights under the law. Specifically, Masonry will not discriminate against any employee because of his or her sex, and will not subject employees to harassment based on his or her sex.

Masonry has adopted an equal employment opportunity policy and will ensure that all management, supervisors, and other employees abide by the requirements of that policy.

If you believe that you have been discriminated against based on your sex, you should report the discriminatory conduct promptly to a member of Masonry's management, or to the U.S. Equal Employment Opportunity Commission.

This Notice will remain posted for two (2) years by agreement with the U.S. Equal Employment Opportunity Commission.

DO NOT REMOVE THIS NOTICE UNTIL: _____, 2004.

_____ _____

Date for Masonry Reinforcing Corporation of America

Exhibit A

mgy

United States District Court
for the
Western District of North Carolina
July 5, 2002

* * MAILING CERTIFICATE OF CLERK * *

Re: 3:01-cv-00549

True and correct copies of the attached were mailed by the clerk to the following:

Mindy E. Weinstein, Esq.
Equal Employment Opportunity Commission
129 W. Trade St.
Suite 400
Charlotte, NC 28202-2799

Lynette A. Barnes, Esq.
Equal Employment Opportunity Commission
129 W. Trade St.
Suite 400
Charlotte, NC 28202-2799

David S. Yuen, Esq.
EEOC/Charlotte District Office
129 W. Trade St., Ste. 400
Charlotte, NC 28202

Kirk J. Angel, Esq.
Equal Employment Opportunity Commission
129 West Trade St.
Suite 400
Charlotte, NC 28202-2799

John D. Cole, Esq.
Haynsworth, Baldwin, Johnson and Greaves
400 West Trade St.
Federal Plaza Bldg.
Charlotte, NC 28202

Vance E. Drawdy, Esq.
Haynsworth, Baldwin, Johnson & Greaves
P.O. Box 10888
Greenville, SC 29603

Sandi R. Wilson, Esq.
Haynsworth, Baldwin, Johnson & Greaves
P.O. Box 10888
Greenville, SC 29603

cc:

Judge	( )
Magistrate Judge	( )
U.S. Marshal	( )
Probation	( )
U.S. Attorney	( )
Atty. for Deft.	( )
Defendant	( )
Warden	( )
Bureau of Prisons	( )
Court Reporter	( )
Courtroom Deputy	( )
Orig-Security	( )
Bankruptcy Clerk's Ofc.	( )
Other_____	( )

Date: 1/5/02

Frank G. Johns, Clerk

By: M. Yelton
Deputy Clerk