

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MISSOURI
EASTERN DIVISION**

UNITED STATES OF AMERICA,
Plaintiff,

v.

ROBERTSON FIRE
PROTECTION DISTRICT,
Defendant

Civil Action No. 4:07CV1292 CDP

CONSENT DECREE

In March 2004, Ephraim Woods, Jr., and Lamont Downer filed charges with the Equal Employment Opportunity Commission ("EEOC") against their employer, Robertson Fire Protection District ("Robertson"), alleging that they were being subjected to racial discrimination and retaliation. Both charging parties are black. Shortly after Woods and Downer filed their EEOC charges, Robertson demoted them from fire inspector to firefighter. In July 2004, Woods and Downer filed a second set of charges alleging that Robertson demoted them because of their race and in retaliation for their earlier charges of discrimination. The EEOC found cause on the second set of charges and referred those matters to the U.S. Department of Justice. The United States then brought this action alleging that Robertson violated Title VII of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000e, *et seq.*, as amended ("Title VII"), by demoting Woods and Downer because of their race, black, and in retaliation for filing their first EEOC charges in March 2004.

Robertson denies each and every allegation of discrimination made against it in this lawsuit and asserts Woods and Downer were not demoted because of their race or in retaliation

for filing their first EEOC charges in March 2004.

Nevertheless, the United States and Robertson, desiring that this action be settled, and without the burden of protracted litigation, agree to the jurisdiction of this Court over the parties and the subject matter of this action. The United States and Robertson also hereby waive, for purposes of this Consent Decree ("Decree"), hearings and findings of fact and conclusions of law on all issues, and agree to the entry of this Decree as final and binding between them with regard to the issues raised in the United States' Complaint in this case. This Decree, being entered into with the consent of the United States and Robertson, shall in no way constitute an adjudication or finding on the merits of the case, nor be construed as an admission by Robertson or a finding of any wrongdoing or violation by Robertson of any applicable federal law or regulation with respect to the allegations in the United States' Complaint.

In resolution of this action, the parties hereby AGREE to, and the Court expressly APPROVES, ENTERS and ORDERS, the following:

I. PURPOSES OF THIS DECREE

1. The purposes of this Decree are to ensure that:
 - (a) Robertson not subject any employee to discrimination on the basis of race or retaliation in violation of Title VII (discrimination as used in this Decree includes harassment on the basis of race and/or retaliation in violation of Title VII);
 - (b) Robertson maintains clear, meaningful and well-publicized policies and procedures prohibiting discrimination on the basis of race or retaliation in the workplace;
 - (c) Robertson provides adequate training to all employees, supervisors and Directors

concerning Title VII's prohibitions against discrimination on the basis of race or retaliation, and on Robertson's policies and procedures prohibiting discrimination on the basis of race or retaliation in the workplace; and

- (d) Robertson offers Woods and Downer certain individual relief.

II. SCOPE OF DECREE

2. This Decree resolves all legal and equitable claims arising out of the United States' Complaint filed against Robertson in this action. Woods, Downer and Robertson have entered into a separate written agreement that contains a full release of all of Woods and Downers' potential claims against Robertson, including their Title VII claims, as well as other matters not pertinent to the resolution of the United States' claims in this case.

III. GENERAL INJUNCTIVE RELIEF

3. Robertson, its employees, supervisors, Directors, agents and all individuals in active concert or participation with it, are enjoined from:

- (a) engaging in any act or practice that unlawfully discriminates against any person on the basis of race in violation of Title VII; and
- (b) retaliating against, or in any way adversely affecting the terms and conditions of employment of, any person because that person has engaged in practices protected under 42 U.S.C. § 2000e-3(a), including, but not limited to, cooperating with the United States' investigation or litigation of this case.

IV. AMENDMENT AND DISSEMINATION OF POLICIES AND PROCEDURES

4. **Within sixty (60) calendar days from the date of entry of this Decree, Robertson shall review and, to the extent necessary, amend its written policies and procedures that prohibit discrimination on the basis of race and retaliation, to ensure the following provisions are included therein:**

- (a) **a description of the manner in which an employee of Robertson may make a complaint of discrimination based on race or retaliation;**
- (b) **a clear statement that a complaint of discrimination based on race or retaliation may be written or verbal;**
- (c) **the identification, by job title, of all individuals who are authorized to accept complaints of employment discrimination on the basis of race or retaliation against Robertson;**
- (d) **a statement that all complaints of discrimination based on race or retaliation will be promptly and objectively investigated; and**
- (e) **a statement that Robertson will provide the results of an investigation into a complaint of discrimination on the basis of race or retaliation to the complaining party in writing, no later than thirty (30) calendar days from the date the complaint is received.**

5. **Within thirty (30) calendar days from the date of entry of this Decree, Robertson shall designate a person who shall have responsibility for ensuring that the written policies and procedures set forth in Paragraph 4, above, are fully implemented and complied with.**

6. **Within ten (10) calendar days from the date upon which Robertson implements the**

written policies and procedures set forth in Paragraph 4, above, Robertson shall distribute copies of such policies and procedures to all of its employees, supervisors and Directors.

7. Within ten (10) calendar days from the date upon which Robertson implements the written policies and procedures set forth in Paragraph 4, above, Robertson shall publicize such policies and procedures by, *inter alia*, posting them in all buildings and facilities used for posting equal employment opportunity information, by email to all employees, and on any internet or intranet website used for posting notices or policy changes for or concerning Robertson.

8. Robertson shall ensure that each new employee or Director receives a copy of the written policies and procedures implemented pursuant to Paragraph 4, above, at the time of the new employee's hire or at the time of the Director's election or appointment. Each new Robertson employee or Director shall sign an acknowledgment that she or he has read and understands such policies. The signed acknowledgment by a new employee shall be placed in the employee's personnel file; and the signed acknowledgment by a new Director shall be maintained by the Fire Chief.

V. TRAINING

9. Within one hundred and eighty (180) calendar days from the date of entry of this Decree, Robertson shall provide live mandatory training regarding Title VII's prohibitions against discrimination based on race and retaliation to all employees, supervisors and Directors. Such training shall specifically include discussion of the written policies and procedures maintained by Robertson pursuant to Paragraph 4, above.

10. Within sixty (60) calendar days prior to the commencement of such training, Robertson shall select, with the concurrence of the United States, a qualified individual or group of

individuals to conduct the training required by Paragraph 9, above. If Robertson and the United States cannot reach agreement as to the suitability of the individual or group of individuals selected by Robertson to conduct the training, either party may move the Court for a resolution of the issue as provided for in Paragraph 16, below.

11. Within thirty (30) calendar days following the completion of the training required by Paragraph 9, above, Robertson shall make available to the United States copies of all training materials used, as well as written attendance records reflecting that the training has been completed and that all employees, supervisors and Directors required by Paragraph 9, above, to attend such training in fact did so.

VI. INDIVIDUAL RELIEF FOR MESSRS. WOODS and DOWNER

12. Without admitting the allegations of the United States as set forth in its Complaint, and in settlement of the claims of the United States for relief on behalf of Woods and Downer, Robertson shall:

- (a) offer Woods and Downer a monetary award to compensate them for their losses. The matter of monetary relief is resolved in a separate agreement between Woods, Downer and Robertson; and
- (b) provide a neutral job reference to any third parties regarding Woods and Downer. The matter and nature of the job reference is resolved in a separate agreement between Woods, Downer and Robertson

VII. RECORD RETENTION AND COMPLIANCE MONITORING

13. Robertson shall retain the following records during the term of this Decree or for the period of time required by applicable federal record retention requirements, whichever is longer:

- (a) the provisions and effective date of all written policies and procedures implemented pursuant to Paragraph 4, above;
- (b) all posted notices and posters displayed in its work areas intended to convey information regarding the prohibition of employment discrimination on the basis of race or retaliation in the workplace, as set forth in Paragraph 4, above, and the dates when such policies and procedures are posted on Robertson's internet or intranet website; and
- (c) all documents that come into its possession relating to written or verbal complaints of employment discrimination against Robertson on the basis of race or retaliation, from any individual, including documents relating to Robertson's investigation and resolution of any such complaints.

14. The United States shall have the right to review compliance with this Decree at any time, and shall have the right to inspect and copy any documents it deems necessary to monitor Robertson's compliance with this Decree, upon thirty (30) days written notice to Robertson, without further order of this Court.

15. Robertson shall report to the United States any complaint of discrimination on the basis of race or retaliation made by any individual pursuant to Robertson's written policies and procedures referenced in Paragraph 4, above, within thirty (30) days of receiving notice of such complaint. This includes any complaint made to the Equal Employment Opportunity Commission, the Missouri Human Rights Commission or an other state or local agency charged with enforcement of anti-discrimination laws pertaining to employment.

VIII. DISPUTE RESOLUTION

16. The parties shall attempt to resolve informally any dispute that may arise under this Decree. If the parties are unable to resolve the dispute expeditiously, either party may move the Court for a resolution of the issue.

IX. GENERAL PROVISIONS

17. The parties shall bear their own costs in this action, including attorney's fees, incurred by them until the entry of this Decree by the Court. However, the parties shall retain the right to seek costs for any matter that, in the future, may arise under this Decree and require resolution by the Court.

18. All documents required to be delivered under this Decree to the United States shall be sent by overnight mail to the attention of:

Chief
Employment Litigation Section
U.S. Department of Justice
Civil Rights Division
601 D Street, N.W., Room 4040
PHB, Fourth Floor
Washington, D.C. 20004

19. All documents required to be delivered under this Decree to Robertson shall be sent to the attention of:

Chief
Robertson Fire Protection District
12641 Missouri Bottom Road
Hazelwood, MO 63042

X JURISDICTION OF THE COURT

20. The Court shall retain jurisdiction over this Decree for the purpose of resolving any disputes or entering any orders that may be necessary to implement the relief provided in the Decree. At the end of two (2) years from the date of entry of this Decree, this Decree shall be dissolved and this action shall be dismissed without further order of the Court.

IT is so **ORDERED**, this *23rd* day of May, 2008.

UNITED STATES DISTRICT JUDGE

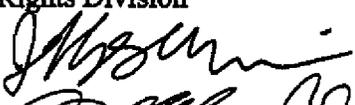

CATHERINE D. PERRY

AGREED AND CONSENTED TO:

On behalf of plaintiff United States of America:

GRACE CHUNG BECKER
Acting Assistant Attorney General
Civil Rights Division

By:





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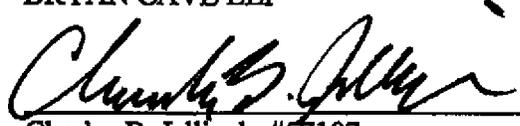
On behalf of defendant Robertson Fire Protection District:

By:



Mark Bright, President, Board of Directors

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