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EEOC v. NEA-Alaska, Inc.

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EEOC v. NEA-Alaska, Inc.

Keywords

EEOC, NEA-Alaska, INC., CV-07-00197, Sex, Female, Disparate Treatment, Education, Employment Law, Title VII

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11 IN THE UNITED STATES DISTRICT COURT
12 FOR THE DISTRICT OF ALASKA

13 EQUAL EMPLOYMENT OPPORTUNITY
14 COMMISSION,

15 Plaintiff and

16 DENISE J. POOLE

17 Plaintiff-Intervenor,

18 v.

19
20 NEA-ALASKA, INC., THOMAS HARVEY
21 and NATIONAL EDUCATION
ASSOCIATION,

22 Defendants.

CIVIL ACTION NO. CV-07-00197 RRB

CONSENT DECREE

23 I. INTRODUCTION

1 administrative determination, and in the Complaint filed herein, including all claims by the
2 parties for attorney fees and costs.

3 **IV. MONETARY RELIEF**

4 7. In settlement of this lawsuit, NEA-AK agrees to pay directly to Ms. Poole
5 \$50,000, Ms. Cruse \$70,000 (\$45,000 of which constitutes lost wages), Ms. Cherry \$25,000 and
6 Ms. Jackson \$25,000 within seven (7) days of the date of entry of this consent decree.

7
8 **V. INJUNCTIVE AND OTHER RELIEF**

9 **A. General Provisions**

10 8. NEA-AK, its officers, agents, managers, assistant managers and other supervisors
11 and all human resource professionals who provide advice and assistance to the foregoing
12 individuals are enjoined from engaging in practices which unlawfully discriminate against
13 applicants and/or employees on the basis of disability or in retaliation for engaging in protected
14 activity. In recognition of its obligations under Title VII, NEA-AK shall institute the policies
15 and practices set forth below.

16 **B. Anti-Discrimination Policies and Procedures**

17 9. Defendant shall carry out anti-discrimination policies, procedures and training for
18 management personnel, supervisors and employees.

19 10. NEA-AK shall continue in effect the equal employment opportunity (“EEO”)
20 policy now in effect that prohibits discrimination against applicants and/or employees with
21 respect to any term, condition or privilege of employment, and addresses NEA-AK’s obligation
22 to provide a work environment free from discrimination and retaliation for its employees. Not
23 later than sixty (60) days after entry of this Consent Decree, NEA-AK shall certify that it has
24
25

1 distributed a written copy of its EEO policy to all its employees, both management and non-
2 management.

3 C. Equal Employment Opportunity Training

4 11. NEA-AK shall provide an annual, four-hour EEO training seminar to all of its
5 managers, supervisors, and employees. This anti-discrimination training shall include, at a
6 minimum, a discussion of federal law prohibiting employment discrimination and retaliation,
7 including Title VII and a review of NEA-AK's EEO policies. The training shall be aimed at
8 helping attendees understand how to define and identify employment discrimination, and provide
9 information as to avenues of addressing suspected employment discrimination. Training
10 materials must be submitted to the EEOC in reasonable time ahead of the training session for
11 review and approval prior to their use. The EEOC shall not, however, unreasonably withhold
12 approval.

13 12. Not later than December 31, 2009, NEA-AK shall provide the EEO training noted
14 in Paragraph 11 to all of its managers and supervisors, including those responsible for hiring and
15 discharge decisions.

16 13. Not later than December 31, 2009, NEA-AK shall provide the EEO training noted
17 in Paragraph 11 to those non-management or supervisory employees employed at the time the
18 EEO training seminar is scheduled. Thereafter, NEA-AK shall provide an annual EEO training
19 seminar(s) for managers, supervisors and employees during the duration of the Consent Decree.

20 14. For the duration of this Consent Decree, NEA-AK shall notify the EEOC of the
21 completion of the training seminars and shall specify the names and job titles of the managers,
22 supervisors and employees who participated in and completed the training. This information
23 shall be provided as part of the annual report NEA-AK submits to the EEOC.

1 D. Non-Disclosure of Information

2 15. NEA-AK shall not disclose any information or make reference to any charge of
3 discrimination or this lawsuit in responding to requests for information about Ms. Poole, Ms.
4 Cruse, Ms. Cherry or Ms. Jackson.

5 E. Policies Designed to Promote Accountability

6 16. NEA-AK agrees that it shall impose discipline, up to and including termination of
7 employment, upon any supervisor or manager who discriminates against any applicant and/or
8 employee on the basis of disability, or who retaliates against any person who complains about or
9 participates in any investigation or proceeding concerning any allegation of discrimination.
10 NEA-AK shall communicate this policy to all of its managers and supervisors.

11 17. NEA-AK agrees that it shall continue to advise all managers and supervisors of
12 their duty to ensure compliance with anti-discrimination laws and the Company's EEO policy.
13 In conducting performance reviews, the Company shall hold managers and supervisors
14 accountable for EEO enforcement and compliance.

15 F. Reporting

16 18. NEA-AK shall agree to report to the EEOC for a period of four (4) years. The
17 reports shall be in writing and submitted on an annual basis during the four year reporting period.
18 The reporting period will run from the date of the entry of this Consent Decree by the United
19 States District Court for the District of Alaska.

20 19. These annual reports shall contain the following information and attachments:

21 a. Certification that NEA-AK has:

- 22 1. Continued to maintain its written EEO policies and procedures and
23 annually distributed copies of its EEO policy to all current and newly
24 hired employees and as described in Paragraph 10;

2. Complied with the training provisions enumerated in this Consent Decree, as provided in Paragraphs 11-13;
3. Continued to promote policies and procedures to promote EEO accountability by managers and supervisors, as required by Paragraph 16-17.
4. Complied with all other provisions of this Consent Decree.

b. Copies of the following documents shall be included with each annual report submitted to the Seattle office of the EEOC:

1. A copy of the Company's EEO policy and procedures;
2. A summary of internal formal or informal discrimination complaints on the basis of disability or retaliation, if any, filed by employees and the resolution of each such complaint;
3. A sign-in sheet or list of the NEA-AK names and job titles of the managers, supervisors and employees who completed EEO training and the dates the training was conducted during the previous reporting period.

20. If applicable, NEA-AK shall submit a statement with its report to the EEOC specifying the areas of noncompliance, the reason for the noncompliance, and the steps that shall be taken to bring NEA-AK into compliance.

G. Posting

21. NEA-AK shall post a Notice to All Employees. This Notice is attached as Exhibit 1 to this Consent Decree. The Notice shall be posted on a centrally located bulletin board at all NEA-AK facilities for the duration of the Consent Decree.

VI. ENFORCEMENT

22. If the EEOC determines that NEA-AK has not complied with the terms of this Consent Decree, the EEOC shall provide written notification of the alleged breach to NEA-AK.

1 The EEOC shall not petition the Court for enforcement of this Consent Decree for at least twenty
2 (20) days after providing written notification of the alleged breach. The 20-day period following
3 the written notice shall be used by the EEOC and NEA-AK for good faith efforts to resolve the
4 dispute.

5 **VII. RETENTION OF JURISDICTION**

6 23. The United States District Court for the District of Alaska shall retain jurisdiction
7 over this matter for the duration of this Consent Decree.

8 **VIII. DURATION AND TERMINATION**

9 24. This Consent Decree shall be in effect for four (4) years from the date of entry of
10 the Decree. If the EEOC petitions the Court for breach of this Consent Decree, and the Court
11 finds NEA-AK to be in violation of the terms of the Consent Decree, the Court may extend the
12 duration of this Consent Decree.

13 Dated this 3rd day of September, 2009.

14
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Attorneys for Defendants NEA-AK and Thomas Harvey

NOTICE TO EMPLOYEES

The U.S. Equal Employment Opportunity Commission and the National Education Association-Alaska have agreed to a Consent Decree that has been entered pursuant to an Order of the Court. This notice has been posted pursuant to the Order entered in the EEOC & Poole v. National Education Association-Alaska, National Education Association and Harvey in the U.S. District Court of Alaska, Cause No. CV-07-00197(RRB). The Consent Decree is in no way an admission of wrongdoing. Nor is it an adjudication or finding on the merits of the case. NEA-AK disputes all claims of the plaintiffs in this lawsuit; they have entered into the Consent Decree in the interest of limiting the expense of litigation.

Federal law and this Consent Decree prohibit discrimination or retaliation against any employee.

Federal law also prohibits retaliation against any employee by an employer because the individual complains of discrimination, cooperates with any Employer or Government Investigation of a charge of discrimination, participates as a witness or potential witness in any investigation or legal proceeding, or otherwise exercises his or her rights under the law.

Any employee who is found to have retaliated against any other employee because such employee participated in this lawsuit will be subject to substantial discipline up to and including immediate discharge.

Should you have any complaints of discrimination, including harassment or retaliation, you should refer to your workplace anti-discrimination policy for reporting procedures.

Employees also have the right to bring complaints of discrimination or harassment to the U.S. Equal Employment Opportunity Commission or local state Human Rights Commission in their respective area.

EXHIBIT 1

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19 v.

20 NEA-AKASKA, INC., THOMAS
21 HARVEY, and NATIONAL EDUCATION
ASSOCIATION,

22 Defendants.

CIVIL ACTION NO. CV-07-00197 RRB

[PROPOSED] ORDER OF DISMISSAL

23
24 ORDER APPROVING CONSENT DECREE AND DISMISSING ACTION

25 The Court having considered the foregoing stipulated agreement of the parties, HEREBY

1 ORDERS THAT the foregoing consent decree is approved as the final decree of this Court
2 in full settlement of this action. This lawsuit is hereby dismissed with prejudice and without cost
3 or attorneys' fees to any party. The Court retains jurisdiction of this matter solely for purposes
4 of enforcing the consent decree approved herein.

5
6 DATED this _____ day of _____, 2009.

7
8
9
10 _____
11 UNITED STATES DISTRICT JUDGE

12
13 Presented by:

14 /s/ Carmen Flores
15 EEOC Trial Attorney