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## **EEOC v. Gilley Construction Company Inc.**

Judge Jon P. McCalla

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## EEOC v. Gilley Construction Company Inc.

### Keywords

EEOC, Gilley Construction, Consent Decree, 2:06-cv-02528 M/V, Disparate Treatment, Termination, Terms and Conditions, Race, African American, Black, Construction, Employment Law, Title VII

IN THE UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF TENNESSEE  
WESTERN DIVISION

EQUAL EMPLOYMENT OPPORTUNITY	)	
COMMISSION,	)	
	)	
Plaintiff,	)	CIVIL ACTION NO.
	)	
v.	)	2:06-cv-02528 M/V
	)	
GILLEY CONSTRUCTION COMPANY, INC.,	)	
	)	
Defendant.	)	

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**CONSENT DECREE**

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This lawsuit was filed August 17, 2006, by the Equal Employment Opportunity Commission (hereinafter referred to as "the Commission") against Gilley Construction Co., Inc. (hereinafter referred to as "Gilley Construction") under Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. Section 2000e, et seq. (hereinafter referred to as "Title VII"). The Complaint in this lawsuit claims that Gilley Construction violated Title VII by paying Velbsy Campbell, Willie Chalmers, Michael Jones, and Gary Keefer, who are African American and were employed by Gilley Construction as Reinforcing Ironworkers, less than similarly situated White and Hispanic Reinforcing Ironworkers because of their race; by subjecting Mr. Campbell, Mr. Chalmers, Mr. Jones, and Mr. Keefer to different terms and conditions of employment because of their race; and by discharging Mr. Campbell, Mr. Chalmers, Mr. Jones, and Mr. Keefer because of their race.

The Commission and Gilley Construction have agreed to this Consent Decree (hereinafter referred to as "this Decree") to settle all of the claims involved in this lawsuit.

This Decree constitutes the complete and exclusive agreement between the Commission and Gilley Construction. No waiver, modification or amendment of any provision of this Decree shall be effective unless made in writing. No representations or inducements to compromise this action have been made, other than those recited or referenced in this Decree. In the event this Decree is not approved or does not become final, it shall not be admissible in evidence in any subsequent proceeding in this or any other lawsuit.

The Court has reviewed the terms of this Decree in light of the applicable laws and regulations, and hereby approves this Decree. **THEREFORE**, it is hereby **ORDERED**:

#### **I. JURISDICTION**

The United States District Court for the Western District of Tennessee, Western Division, has jurisdiction over the parties and subject matter of this lawsuit, and will retain jurisdiction over this Decree for purposes of enforcement and dispute resolution.

#### **II. DISCLAIMER**

Neither the negotiation of or agreement to this Decree is an admission or acknowledgment by Gilley Construction that any of its employees, officers, directors, or agents have engaged in any wrongdoing in violation of Title VII.

#### **III. DURATION OF DECREE**

This Decree will be binding on the parties to this lawsuit for two years after the date of its entry by the Court.

#### **IV. INJUNCTIVE RELIEF**

Gilley Construction, its supervisors, managers, officers, directors, agents, and successors are enjoined from discriminating against African American employees because of their race, and from discriminating against employees because they have opposed employment discrimination made unlawful by Title VII.

#### **V. INDIVIDUAL REMEDIES**

Gilley Construction will pay Velbsy Campbell \$900.00 in back pay, less normal deductions, and \$6,600.00 in compensatory damages within ten days after receiving a copy of this Decree entered by the Court, and will then pay Mr. Campbell \$1,250.00 in compensatory damages each subsequent month for six months. Respondent will mail cashier's checks for these amounts to:

Velbsy Campbell  
4783 Stockbridge  
Memphis, TN 38118

A copy of the checks will be mailed at the same time to:

Carson L. Owen, Senior Trial Attorney  
Equal Employment Opportunity Commission  
1407 Union Ave., Suite 621  
Memphis, TN 38104.

Gilley Construction will pay Willie Chalmers \$900.00 in back pay, less normal deductions, and \$6,600.00 in compensatory damages within ten days after receiving a copy of this Decree entered by the Court, and will then pay Mr. Campbell \$1,250.00 in compensatory damages each subsequent month for six months. Respondent will mail cashier's checks for these amounts to:

Willie Chalmers  
592 Bonwood Ave.  
Memphis, TN 38109

A copy of the checks will be mailed at the same time to Mr. Owen at the address indicated above.

Gilley Construction will pay Michael Jones \$900.00 in back pay, less normal deductions, and \$6,600.00 in compensatory damages within ten days after receiving a copy of this Decree entered by the Court, and will then pay Mr. Campbell \$1,250.00 in compensatory damages each subsequent month for six months. Respondent will mail cashier's checks for these amounts to:

Michael Jones  
4556 Tammy Cove  
Memphis, TN 38116

A copy of the checks will be mailed at the same time to Mr. Owen at the address indicated above.

Gilley Construction will pay Gary Keefer \$900.00 in back pay, less normal deductions, and \$6,600.00 in compensatory damages within ten days after receiving a copy of this Decree entered by the Court, and will then pay Mr. Campbell \$1,250.00 in compensatory damages each subsequent month for six months. Respondent will mail cashier's checks for these amounts to:

Gary Keefer  
3367 Steve St., Apt. 8  
Memphis, TN 38111

A copy of the checks will be mailed at the same time to Mr. Owen at the address indicated above.

## **VI. EMPLOYMENT REFERENCES**

Gilley Construction agrees that if it receives any requests for employment verification or reference information concerning Velbsy Campbell, Willie Chalmers, Mike

Jones, or Gary Keefer (hereinafter referred to as “the alleged discriminatees”); it will require that the request be submitted in writing. It will then respond to the request in writing, and the only information that will be provided will be the alleged discriminatee’s job title, date of hire, last date of employment, the statement that the alleged discriminatee’s job performance was satisfactory, and a statement that it is Gilley Construction’s policy to provide only the preceding information in response to a reference request for any employee.

## **VII. TRAINING**

Gilley Construction will provide employment discrimination awareness training to all of its managers, supervisors, and foremen, according to the following terms:

- (1) The training session will include at least two hours of instruction.
- (2) The training will include the following topics: what constitutes employment discrimination in violation of Title VII; how to prevent, identify and remedy employment discrimination; what constitutes retaliation in violation of Title VII; Gilley Construction’s policy against employment discrimination and retaliation; and implementation of Gilley Construction’s policy against employment discrimination, including procedures and responsibilities for reporting, investigating, and remedying conduct an employee believes may constitute employment discrimination.
- (3) Gilley Construction may use an in-house human resources professional to conduct the training session.
- (4) Within 90 days after receiving a copy of this Decree entered by the Court, Gilley Construction shall submit to the Commission the name, address, and telephone number of the human resources professional, together with the date of the proposed

training session and a detailed outline of the proposed training. The Commission will have 30 days after the date of receipt of such information to accept or reject the training proposal. The Commission will not unreasonably withhold its approval of the proposal. If the Commission does not approve the trainer designated by Gilley Construction and/or the contents of the training session, the parties will attempt to resolve the matter and, if unsuccessful, submit the dispute to the Court;

(5) The training session will be conducted within 120 days after the date of the entry of this Decree by the Court.

(6) Within twenty days after the completion of this training, Gilley Construction will submit a report to Carson Owen, at the address indicated above, confirming that this training has occurred.

#### **VIII. REPORTING**

Gilley Construction will submit a report to Carson L. Owen, at the address indicated above, six months after the entry of this Decree, and every six months thereafter during the duration of this Decree. Each report will state the name, race, job title, date of hire, date employment ended (if employment ended), and rate of pay of each non-management employee who was employed by Gilley Construction during the previous six months.

#### **IX. POSTING OF NOTICE**

Within ten days after receiving a copy of this Decree entered by the Court, Gilley Construction will post the notice which is attached as Attachment A to this Decree for thirty days in conspicuous places upon each of its premises where notices to employees are customarily posted. Within sixty days after receiving a copy of this Decree entered



by the Court, Gilley Construction will send a letter to Carson Owen, at the address indicated above, verifying that this requirement has been met.

**X. ATTORNEY'S FEES AND COSTS**

The Commission and Gilley Construction will each bear their own attorney's fees and costs incurred in this lawsuit.

**SO ORDERED** this 30<sup>th</sup> day of July, 2007.

**s/ JON P. McCALLA**  
**UNITED STATES DISTRICT JUDGE**

(Concluded on next page.)

Consented to on behalf of the respective parties:

**FOR PLAINTIFF EEOC:**

**RONALD S. COOPER**  
General Counsel

**JAMES LEE**  
Deputy General Counsel

**GWENDOLYN YOUNG REAMS**  
Associate General Counsel

s/ Faye A. Williams (with permission CLO)  
**FAYE A. WILLIAMS**  
Regional Attorney  
Tennessee Bar No. 011730

s/ Carson L. Owen  
**CARSON L. OWEN**  
Senior Trial Attorney  
Tennessee Bar No. 009240

**EQUAL EMPLOYMENT OPPORTUNITY  
COMMISSION**

1407 Union Avenue, Suite 621  
Memphis, Tennessee 38104  
Telephone No. (901) 544-0133  
Fax No. (901) 544-011

**FOR DEFENDANT:**

s/ Vicki A. Gilley (with permission CLO)  
**VICKI A. GILLEY**  
President

**GILLEY CONSTRUCTION  
COMPANY, INC.**

s/ W. Kerby Bowling, II (w/permission CLO)  
**W. KERBY BOWLING, II**

**BOWLING & BOWLING**  
7936 Players Forest Dr.  
Memphis, TN 38119  
Telephone No. (901) 761-3440  
Fax No. (901) 761-3484

**ATTORNEYS FOR DEFENDANT**

**NOTICE**

This Notice is being posted as part of an agreement between Gilley Construction Co. (Gilley) and the United States Equal Employment Opportunity Commission (EEOC).

EEOC enforces Title VII of the Civil Rights Act of 1964 (Title VII), which prohibits employment discrimination based on race, color, religion, sex, or national origin; the Age Discrimination in Employment Act; the Equal Pay Act; sections of the Civil Rights Act of 1991; and Title I of the Americans With Disabilities Act, which prohibits discrimination against people with disabilities. Title VII also prohibits retaliation against employees for filing charges of discrimination with EEOC.

Gilley supports these Federal laws in all respects, and will not take any action against employees or applicants for employment because they have exercised their rights under the law by complaining about discrimination or by filing a discrimination charge with EEOC. Gilley will not allow its employees to be subjected to discrimination or retaliation.

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Vicki A. Gilley, President  
Gilley Construction Co.