



Cornell University
ILR School

Cornell University ILR School
DigitalCommons@ILR

Consent Decrees

Labor and Employment Law Program

4-16-2007

EEOC v. Pemco Aeroplex, Inc.

Judge William M. Acker Jr.

Follow this and additional works at: <https://digitalcommons.ilr.cornell.edu/condec>

Thank you for downloading this resource, provided by the ILR School's Labor and Employment Law Program. [Please help support our student research fellowship program with a gift to the Legal Repositories!](#)

This Article is brought to you for free and open access by the Labor and Employment Law Program at DigitalCommons@ILR. It has been accepted for inclusion in Consent Decrees by an authorized administrator of DigitalCommons@ILR. For more information, please contact catherwood-dig@cornell.edu.

If you have a disability and are having trouble accessing information on this website or need materials in an alternate format, contact web-accessibility@cornell.edu for assistance.

EEOC v. Pemco Aeroplex, Inc.

Keywords

EEOC, Pemco Aeroplex, Inc., 00-AR-2762-S, Consent Decree, Hostile Work Environment, Race, African American or Black, Manufacturing, Employment Law, Title VII

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ALABAMA
SOUTHERN DIVISION**

EQUAL EMPLOYMENT		
OPPORTUNITY COMMISSION,		
Plaintiff,		CV: 00-AR-2762-S
V.		
PEMCO AEROPLEX, INC.,		
Defendant.		

CONSENT DECREE

1. This Consent Decree (the “Decree”) has been entered by the Court and has been made and agreed to by and between Plaintiff United States Equal Employment Commission (hereinafter “EEOC”) and Defendant Pemco Aeroplex, Inc. (hereinafter “Pemco”).

2. On September 28, 2000, EEOC initiated this action by filing its Complaint against Pemco. EEOC’s Complaint alleged that Pemco violated Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. Section 2000e et seq. (“Title VII”), at its Birmingham, Alabama, facility by subjecting Black employees to a hostile work environment based upon their race. The EEOC alleged that these violations have taken place since at least January 1995 and that a class of Black employees were harmed by these violations. The Court has determined that the class for which the Commission may seek monetary damages (the “Class Members”) shall consist of all African-American individuals employed by Pemco at its Birmingham, Alabama, facility at some point between August of 1997 until the date of the entry of the Decree, excluding any individual who, after January 1, 1995, had a pending action against Pemco in which that individual made a claim of race discrimination of

any type and whose case has been concluded on the merits. Pemco specifically denies any liability and is entering into this Consent Decree for the purpose of resolving this matter in an amicable fashion.

3. In the interest of resolving this matter and as a result of having engaged in comprehensive settlement negotiations, the Parties have agreed that this action should be finally resolved by entry of this Decree.

4. This Decree is entered in full and complete settlement of: any and all claims arising out of or contained in EEOC Charge Numbers 130-98-2212 through 130-98-2247, as well as any amendments to those charges to the extent that such claims have not already been resolved by private settlement and/or litigation; any and all claims asserted by the Commission in Civil Case No. CV-00-AR-2762-S. The Parties further agree that this Decree does not, however, resolve any Charges that may be pending with the EEOC other than the Charges specifically referred to in this paragraph or those that may be released by "Class Members" (as that term is defined herein) pursuant to this Decree.

5. This Decree constitutes the complete agreement between the EEOC and Pemco with respect to the matters referred to herein. No waiver, modification or amendment of any provision of this Decree shall be effective unless made in writing, approved by all parties to this Decree and approved or ordered by the Court. This Decree is final and binding upon the Parties, their agents, successors and assigns.

6. Having carefully examined the terms and provisions of this Decree, and based on the pleadings, record, and stipulations of the parties, the Court finds the following:

a. This Court has jurisdiction of the subject matter of this action and of the parties.

b. The terms of this Decree are adequate, fair, reasonable, equitable and just. The rights of the EEOC, Defendants, Class Members and the public interest are adequately protected by this Decree.

c. This Decree conforms with the Federal Rules of Civil Procedure and Title VII and is not in derogation of the rights or privileges of any person. The entry of this Decree will further the objectives of Title VII and will be in the best interests of the parties, the Class Members and the public.

NOW, THEREFORE, the Court having carefully examined the terms and provisions of this Consent Decree, and based on the pleadings, record and stipulations of the Parties, it is ORDERED, ADJUDGED, AND DECREED that:

GENERAL INJUNCTIVE PROVISION

7. Racial Discrimination:

a. Pemco and its officers, agents, management (including supervisory employees), successors and assigns, and all those in active concert or participation with them, are enjoined from: (i) engaging in or being party to any action, policy or practice that is intended to or is known to them to have the effect of harassing or intimidating any African-American employee on the basis of his or her race; and/or (ii) creating, facilitating or tolerating the existence of a work environment that is racially hostile to African-American employees.

b. The relief granted by Title VII runs against the employer, not individual employees. While individual employees, acting as agents of the employer, may cause violations of the Act, this paragraph is not intended to create individual liability for such violations. This provision does not, however, limit the scope of the Court's contempt authority.

8. Retaliation:

a. Pemco and its officers, agents, management (including supervisory employees), successors and assigns, and all those in active concert or participation with them, or any of them, are enjoined from: engaging in, implementing or tolerating any action, policy or practice with the purpose of retaliating against any current or former employee of Pemco because he or she opposed any practice made unlawful under Title VII, filed a Charge of Discrimination alleging any such practice, testified or participated in any manner in any investigation (including, without limitation, any internal investigation undertaken by Pemco), proceeding, or hearing in connection with this case and/or relating to any claim of discrimination under Title VII, was identified as a possible witness in this action, asserted any rights under this Decree, or sought and/or received any monetary and/or non-monetary relief in accordance with this Decree.

b. The relief granted by Title VII runs against the employer, not individual employees. While individual employees, acting as agents of the employer, may cause violations of the Act, this paragraph is not intended to create individual liability for such violations. This provision does not, however, limit the scope of the Court's contempt authority.

9. Internal Complaint Procedure: Pemco shall establish and maintain an internal complaint procedure (independent from that established by collective bargaining) that is designed to encourage employees to come forward with complaints regarding race discrimination (including racial or race harassment) regardless of the position held by the person alleged to be engaging in the discriminatory conduct. Pemco's complaint procedure shall provide for the following:

a. a simple, convenient, confidential and reliable mechanism for reporting incidents of race discrimination;

- b. the prompt investigation of complaints of race discrimination;
- c. written findings of the results of any investigation of a discrimination complaint and the remedial actions proposed, if any;
- d. an effective means of promptly communicating to the complaining party, in writing, the results of the investigation and the remedial actions taken or proposed, or not take; and
- e. assurances that complainants shall not be subjected to intimidation, harassment and/or retaliation.

10. Investigations of Complaints: For each incident and/or complaint of racial discrimination or harassment which is reported to Pemco management, Pemco shall conduct an investigation into each such incident and/or complaint. This investigation shall be conducted in accordance with the guidelines set forth in Paragraph 11 and shall be completed as soon as possible following each such complaint. Within thirty days of the entry of this decree Pemco shall adopt a policy regarding the procedures to be followed for the investigation of each such complaint, as well as the documentation of each such investigation, which policy complies with the requirements set out in Paragraph 11.

11. Guidelines for Investigative Procedures: The investigations of complaints shall include interview(s) with the individual(s) making the complaint and/or reporting the incident, as well as interviews with all witnesses identified as individuals having knowledge of the events surrounding the allegations made in the complaint(s). Each such witness shall have the right to provide a separate written statement if he or she so chooses. If any witness does not want to provide a written statement, the individual investigating the allegations shall prepare detailed notes regarding his/her interview of each witness. All interviews shall take place in a private location. Each witness

shall be allowed to have representation if he/she so desires. A management witness shall be allowed to have any other management employee or an attorney present during such interview if he/she so desires. A non-management employee shall be allowed to have his/her steward or an attorney present during such interview if he/she so desires. If the allegation concerns physical evidence, e.g. graffiti, signs, nooses, Pemco shall preserve such physical evidence as part of the investigative file. Should this not be possible, Pemco shall photograph said evidence (using either digital or film media) and preserve said photographs as part of the investigative file. Said photographs shall identify the date, time, and location of the item or items photographed and shall be a reasonably accurate depiction of said item or items. Where necessary for accuracy, a description of the size and location of said item or items shall be included with the photograph.

A report shall be prepared as soon as is reasonably possible after the completion of the investigation. Each such report shall include:

- a. a copy of the initial complaint(s) and/or report(s);
- b. copies of the statements and/or memoranda for each person interviewed during the course of the investigation;
- c. a detailed description of any and all evidence reviewed or considered during the investigation;
- d. any and all findings of fact made as a result of the investigation;
- e. any and all remedial actions taken as a result of the investigation;
- f. any and all disciplinary action taken as a result of the investigation; and
- g. the name and position of each individual who took part in the investigation and the subsequent action(s) taken as a result of the investigation.

At the completion of the investigation, a summary of each such report (containing a short statement describing the substance of the initial complaint, the steps taken during the investigation, the evidence gathered and considered, and the findings made, including proposed remedial action) shall be issued to each individual who complained or reported the incident. Any individual disciplined as a result of the investigation shall be entitled to a copy of this summary if he/she requests same. Copies shall also be delivered to each management employee involved in the incident or the investigation, the Director of Human Resources, the in-house Counsel, and the President.

12. Notification of Investigations: Pemco shall submit copies of each summary to the EEOC as part of the bi-annual reports required under Paragraph 29.

RACIAL HARASSMENT POLICY

13. Harassment Policy: Within ninety (90) days from the entry of this Decree, Pemco shall adopt a new race harassment policy that meets the following criteria:

- a. prohibits discrimination against any employee on the basis of race;
- b. prohibits any act, policy or practice that has the effect of harassing or intimidating any employee on the basis of race;
- c. prohibits any act, policy or practice that has the effect of creating, facilitating or permitting the existence of a work environment that is hostile to any employee through acts such as physical and/or verbal abuse and derogatory comments based on race;
- d. defines and provides examples of race harassment;
- e. provides for prompt investigation of race harassment complaints which will be conducted consistent with the guidelines of Paragraph 11;
- f. imposes a duty on all Pemco officers, manager, and supervisory personnel actively

to monitor all work areas to ensure compliance with Pemco's race harassment policy;

g. encourages all Pemco employees to report any incident and/or complaint of race harassment of which they become aware to the person(s) responsible for handling such complaints;

h. provides that upon the conclusion of Pemco's investigation, the results of the investigation and the remedial actions taken or proposed will be promptly communicated in writing to the complaining party; and

i. provides for substantial and progressive discipline for violating Pemco's race harassment policy up to and including discharge.

14. Employee Survey: Pemco shall conduct periodic surveys within its workforce regarding the implementation of the contents of this Decree. Each survey will use the questionnaire attached as Exhibit A to this Decree. The first such survey shall be conducted within the six month period following the enactment of this Decree, and shall be conducted annually during the remainder of the three year period covered by this Decree. Employees shall have the right to remain anonymous on their surveys, if they so desire. Copies of the surveys received by Pemco shall be provided to the Commission along with the reports specified in Paragraph 29 of this Decree.

MONETARY RELIEF

15. Relief To Class Member: Within two (2) days of the entry of this Decree, Pemco shall pay the gross sum of three hundred and ninety thousand dollars (\$ 390,000.00) to the EEOC to be deposited with an independent fiduciary. Said sum shall be referred to herein as the "Settlement Fund". The Settlement Fund shall be distributed among the Class Members in accordance with the provisions of this Decree.

16. Distribution of Settlement Fund: Acting in its discretion, subject to the approval of

the Court, EEOC shall determine the portion of the settlement allocated and payable to each class member pursuant to this Consent Decree. The Settlement Fund shall be used solely to make payments to individuals identified as class members and in the dollar amounts determined by the EEOC. The EEOC will not distribute any of the Settlement Fund until it has obtained at least 130 executed releases from Class Members. The EEOC will use its best efforts to obtain executed releases from each of the Class Members it has deemed to be core class members.

17. Provisions for Release of Class Member Claims: Each Class Member shall be required to sign the Release Agreement attached as Exhibit B as a condition of receiving benefits from the Settlement Fund. Within two (2) months of the entry of this Decree, the EEOC shall submit to Pemco each of the releases that have been executed by the Class Members.

18. Remainder of Fund: In the event that any amount of the payment designated for the Class Members has not been distributed as required by this Decree after a period of ten (10) months from entry of this Decree, the EEOC shall donate the unclaimed portion of the Settlement Fund to a non-profit organization, selected by the EEOC, that serves to benefit minority workplace interests.

POSTING

19. Posting of Rights: Within fifteen (15) business days after the entry of this Decree, Pemco shall post copies of the Notice attached as Exhibit C to this Decree on each bulletin board used by Pemco for communicating with employees. The Notice shall be open and obvious and shall remain posted for three (3) years from the date of entry of this Decree and shall not be smaller than 12 by 18 inches. Pemco shall take such steps as are necessary to ensure that the posting is not altered, defaced or covered by any other material.

20. Posting of Complaint Procedure: Within ninety (90) days after the entry of this Decree,

Pemco shall post a notice setting out its complaint procedure on each bulletin board used to post communications to employees. Said Notice shall be open and obvious and will be no smaller than 12 by 18 inches.

TRAINING

21. Training of Management Employees: For a period of five (5) years following the entry of this Decree, all managers (including supervisors) who work or have management responsibilities with Pemco shall participate in an annual training session geared toward management, conducted live by an individual specializing in employment law, paid for by Pemco and approved by the EEOC. Such training shall cover racial discrimination laws, including coverage of harassment issues. This training shall last a minimum of one hour and shall include sections on: management's responsibilities to maintain a workplace free of harassment and discrimination; the appropriate way to handle any incidents of harassment or discrimination; and information for resources geared to helping management employees effectively deal with such conduct. The training shall allow for a question and answer period. The first training shall take place within ninety (90) days of entry of this Decree.

22. Training of Non-Management Employees: For a period of five years from the entry of this Consent Decree, Pemco shall require all of its non-management employees to attend annual training of not less than one hour's duration regarding harassment and discrimination in the workplace. Such training should include sections on: what actions constitute harassment and/or discrimination; employee rights and obligations under federal law, including the statute of limitations for asserting claims; what conduct is not acceptable in the workplace; and how an employee can make a complaint about harassment and/or discrimination, both under Pemco's policy and to the

EEOC. The training shall allow for a question and answer period. The first training shall take place within ninety (90) days of entry of this Decree.

23. Team Building and Sensitivity Training: In addition to the above training on discrimination issues, Pemco shall provide team building and diversity training on an annual basis to all members of its workforce, which shall deal with such issues as the importance of teamwork and how different members of the workforce can more effectively interact with each other. The first training shall take place within ninety (90) days of entry of this Decree.

24. Training in Investigative Techniques: Pemco shall provide additional annual training to all of its employees with responsibility for the conduct or oversight of investigations into complaints of discrimination and/or harassment with regard to the appropriate manner in which to conduct such investigations. This training shall cover the following areas: what information should be sought; who should be interviewed; how to conduct such interviews; and how to properly document and report the actions taken in the investigation as well as any findings that were reached. The first training shall take place within ninety (90) days of entry of this Decree.

25. Make-Up Training Sessions: Any new or absent employee who would otherwise have been present at any of the training set forth above, must be provided the same training within thirty days of when such training should have been attended, or within thirty days of hire. Such make up training may be done by video rather than live presentation.

26. Approval of Training:

a. The parties agree that C. Michael Quinn or his designee, is an acceptable trainer. Pemco shall obtain the EEOC's approval of any other proposed trainer(s) prior to the training sessions. Pemco shall submit the name, address, telephone number, resume and training proposal

of the proposed trainer(s) to the EEOC at least sixty (60) business days prior to the proposed date(s) of the training. The EEOC shall have ten (10) business days from the receipt of the information described above to accept or reject the proposed trainer(s). In the event that the EEOC does not approve Pemco's designated trainer(s), Pemco shall have ten (10) business days to identify an alternative trainer(s). The EEOC shall have ten (10) days from the date of receipt of the information described above to accept or reject the alternative trainer(s). Any dispute concerning the final selection of a trainer shall be resolved in accordance with the Dispute Resolution Procedure set forth below.

b. The EEOC shall have ten (10) business days from the receipt of the training propose to suggest any changes to the contents of the proposed training program. The failure of the EEOC to object to the proposed training shall not be construed as approval of the substance of said training. Any dispute concerning whether the substance of the training complies with the terms Consent Decree shall be resolved in accordance with the Dispute Resolution Procedure set forth below.

27. Evaluations. For the period covered by this Consent Decree Pemco shall modify its evaluations for non-union employees to include a section evaluating the manner in which each such individual performed under Pemco's discrimination and harassment policy relevant to his/her position, including matters such the treatment of employees under his/her supervision; how complaints of discrimination were handled; and attendance and participation in EEO and related training. During this period, these factors shall be responsible for at least one-sixth of the employee's evaluation assessment.

RECORD KEEPING

28. Record of Complaints and Investigations: For a period of three (3) years following

entry of this Decree, Pemco shall maintain records of each complaint of discrimination made by its employees. Such records shall include the entire investigative file prepared in response to the complaint. Pemco shall make all such documents or records available for inspection and copying within ten (10) business days after the EEOC so requests.

REPORTING

29. Written Reports: Pemco shall furnish to the EEOC the following written reports during the term of this Consent Decree. The first report shall be due December 31, 2007. The second report will be due December 31, 2008. The final report shall be due two (2) months prior to the expiration of this decree. Each such report shall contain:

- a. The summaries of the investigations conducted by Pemco pursuant to Paragraphs 10 and 11;
- b. A summary of the activities covered by Paragraphs 24 through 31 regarding training and evaluations.
- c. A certification by Pemco that the Notices required to be posted in Paragraphs 22 and 23 were posted as required for the entire period preceding the report.
- d. Copies of all surveys received by Pemco employees pursuant to Paragraph 14;
- e. A certification signed by the Director of Human Resources, In-House Counsel, and the President, acknowledging that each has received and reviewed all investigative reports conducted pursuant to Paragraph 11.

All reports and certifications shall be retained for a period of three (3) years.

DISPUTE RESOLUTION

30. Notification of non-compliance: In the event that either party to this Decree believes

that the other party has failed to comply with any provision(s) of the Decree, the complaining party shall notify the other party of the alleged non-compliance and shall afford the alleged non-complying party twenty (20) business days to remedy the non-compliance or to satisfy the complaining party that the alleged non-complying party has complied. If the alleged non-complying party has not remedied the alleged non-compliance or satisfied the complaining party that it has complied within twenty (20) business days, the complaining party may apply to the Court for appropriate relief.

DURATION OF THE DECREE AND RETENTION OF JURISDICTION

31. Except as otherwise specifically provided in this Decree, all provisions of this Decree shall be in effect (and the Court will retain jurisdiction of this matter to enforce this Decree) for a period of three (3) years immediately following entry of the Decree, provided, however, that if, at the end of the three (3) year period, any disputes under the Decree remained unresolved, the term of the Decree shall be automatically extended (and the Court will retain jurisdiction of this matter to enforce the Decree) until such time as all such disputes have been resolved.

MISCELLANEOUS PROVISIONS

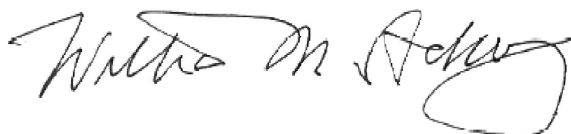
32. Expenses: Except as otherwise provided, each party to this Decree shall bear its own expenses, attorney's fees and costs.

33. Parties Bound by the Decree: The terms of this decree are and shall be binding upon the present and future directors, officers, managers, agents, successors and assigns of Pemco. Pemco will provide a copy of this Decree to any person(s) or organization(s) which proposes to acquire or merge with Pemco, prior to the effectiveness of any such acquisition or merger.

34. Submission of Reports: When this Decree requires the submission by Pemco of reports, certifications, notices or other materials to the EEOC, they shall be mailed to: Pemco

Consent Decree Compliance, Charles Guerrier, Equal Employment Opportunity Commission, Ridge Park Place, Suite 2000, 1130 22nd Street, South, Birmingham AL 35205. When this Decree requires submission by the EEOC of materials to Pemco, they shall be mailed to Jeffrey A. Lee, Maynard Cooper & Gale, 1901 6th Avenue North, 2400 AmSouth/Harbert Plaza, Birmingham, AL 35203.

SO ORDERED, ADJUDGED AND DECREED this 16th day of April, 2007.



WILLIAM M. ACKER, JR.
UNITED STATES DISTRICT JUDGE

For the Commission:

Ronald Cooper
General Counsel

James L. Lee
Deputy General Counsel

Gwendolyn Young Reams
Associate General Counsel

EQUAL EMPLOYMENT OPPORTUNITY COMMISSION
1801 "L" Street NW
Washington, D.C. 20507

 /s/ C. Emanuel Smith
C. Emanuel Smith
Regional Attorney

 /s/ Julie Lee
Julie Lee
Supervisory Trial Attorney

 /s/ Charles E. Guerrier
Charles E. Guerrier
Senior Trial Attorney

EQUAL EMPLOYMENT OPPORTUNITY COMMISSION

1130 22nd Street, South
Ridge Park Place, Suite 2000
Birmingham, AL 35205

For Pemco Aeroplex, Inc.:

/s/ Jeffrey A. Lee
Jeffrey A. Lee

/s/ Steve Brown
Steve Brown

MAYNARD COOPER & GALE
1901 6th Avenue North
2400 AmSouth/Harbert Plaza
Birmingham, AL 35203

/s/ Doris Sewell
Doris Sewell
In-House Counsel

Pemco Aeroplex, Inc.
1543 50th Street N
Birmingham, AL 35212

Exhibit A

Pemco Aeroplex, Inc.
Employee Survey

Pemco Aeroplex is committed to providing a workplace that is free of discrimination and harassment. To help us achieve that goal we are asking you to take a few minutes to complete this survey. You have the right to remain anonymous if you choose.

1. How long have you worked at Pemco? _____
2. Within the last six months [one year] have you seen racial graffiti anywhere within the Pemco Birmingham facility? If so, where? _____

Did you report this graffiti to anyone? _____ Who? _____
If you did not report this graffiti, why did you choose not to report it? _____

If you reported this graffiti, what was done about it? _____

Were you satisfied with Pemco's response to your complaint? _____ If your answer is "no", what more could Pemco have done in response to your complaint? _____

3. Within the last six months [one year] have you experienced racial discrimination in the terms or conditions of employment? _____ If your answer is "yes", describe the racial discrimination you have experienced. _____

Did you report this discrimination to anyone? _____ Who? _____
If you did not report this conduct, why did you choose not to report it? _____

If you reported this conduct, what was done about it? _____

Were you satisfied with Pemco's response to your complaint? _____ If your answer is "no", what more could Pemco have done in response to your complaint? _____

4. Do you believe that Pemco managers and supervisors treat all employees equally without regard to race? _____ If your answer is "no", explain how you believe employees are treated differently. _____

Have you reported this unequal treatment to Pemco? _____ Who _____
If you did not report this treatment, why did you choose not to report it? _____

If you reported this treatment, what was done about it? _____

Were you satisfied with Pemco's response to your complaint? _____ If your answer is "no", what more could Pemco have done in response to your complaint? _____

5. What should Pemco do to remove racism from the workplace? _____

Name (voluntary): _____

Exhibit B

In exchange for valuable consideration paid to me in connection with the resolution of EEOC v. Pemco Aeroplex, Inc., Civil Action No. 2:00-cv-02762-WMA (N.D. Ala.), I waive my right to recover for any claim that I was subjected to a racially hostile environment during my employment with Pemco Aeroplex, Inc., arising under Title VII of the Civil Rights Act of 1964, as amended, that I had against Pemco Aeroplex, Inc., prior to the date of this release and that was included in the claims alleged in EEOC's complaint in EEOC v. Pemco Aeroplex, Inc., Civil Action No. 2:00-cv-02762-WMA (N.D. Ala.).

Date: _____

Signature: _____

Exhibit C

NOTICE TO ALL EMPLOYEES OF PEMCO AEROPLEX, INC.
BIRMINGHAM, ALABAMA, FACILITY

This Notice is being posted as part of the remedy agreed to pursuant to a Consent Decree between Pemco Aeroplex, Inc., and the Equal Employment Opportunity Commission (EEOC). Copies of the entire Consent Decree are available for review and copying through the Human Resource Office.

Unlawful Discrimination: Under federal law, it is unlawful for an employer to discriminate based on race. Among other things, this means that the work environment should be free from harassment or ridicule based on race or color. Under the Consent Decree, Pemco Aeroplex, Inc., will not discriminate on the basis of race or permit a racially hostile environment to exist at its Birmingham facility.

Unlawful Retaliation: Under federal law, it is also unlawful to discriminate or retaliate against any individual who reports or complains about what he or she reasonably believes to be unlawful discrimination based on race or color. Under the Consent Decree, Pemco Aeroplex, Inc., will not retaliate against any person who opposes discrimination, files a complaint concerning discrimination, or participates in any formal proceeding or internal investigation conducted concerning discrimination in the workplace.

Reporting Improper Conduct: If you are aware of any events, conduct, or information, which you believe may indicate some improper discrimination or harassment, it is very important that you report the information so the necessary steps may be taken to investigate, identify, and promptly remedy any problems. You may report such improper conduct to any of the following:

Reporting to Pemco Aeroplex, Inc.: Within the Pemco organization, you may make such a report to [your human resource representative, or to any supervisor or manager.] **WE NEED TO INCLUDE THE PROPER ROUTES FOR REPORTING IN HERE. OBVIOUSLY, THE MORE ROUTES FOR REPORTING THE BETTER. IF THERE IS AN 800 NUMBER OF SUCH, WE SHOULD ALSO INCLUDE IT**

Under the Consent Decree, the EEOC is responsible for monitoring Pemco's compliance with the provisions of the Decree. Copies of the entire Consent Decree are available for review and copying through the Human Resource Office. If you believe that you have been discriminated against or that rights guaranteed to you by the Consent Decree have been violated, you may contact the EEOC at U.S. Equal Employment Opportunity Commission, Ridge Park Place, 1130 22nd Street South, Suite 2000, Birmingham, Alabama, 35242. The EEOC charges no fees and has employees who speak languages other than English.

THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED

This Notice must remain posted for one year from the date below and must not be altered, defaced or covered by any other material. Any questions about this Notice or compliance with its terms may be directed to the EEOC at the above address.

Date

For EEOC

For Pemco Aeroplex, Inc.