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EEOC v. General Telephone Company of Northwest, Inc.

Judge John C. Coughenour

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EEOC v. General Telephone Company of Northwest, Inc.

Keywords

EEOC, General Telephone Company of Northwest Inc., Consent Decree, Disparate Treatment, Promotion, Assignment, Sex, Female, Utilities, Consent Decree, Title VII, Employment Law

ORIGINAL

CC TO JUDGE It Honorable John C. Coughenour

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OCT 28 1992
AT SEATTLE
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WESTERN DISTRICT OF WASHINGTON
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AT SEATTLE
CLERK U.S. DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
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UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION,

Plaintiff,

v.

GENERAL TELEPHONE COMPANY OF
NORTHWEST, INC.,

Defendant.

No. CV-77-247-C

CONSENT DECREE AND ORDER ON
SAME

I. INTRODUCTION

Plaintiff, Equal Employment Opportunity Commission ("EEOC"), alleged in its Third Amended Complaint in this action commenced on April 10, 1977, that defendants, General Telephone Company of the Northwest, Inc., and West Coast Telephone Company of California, Inc. ("GTE"), violated Section 703(a) of Title VII of the Civil Rights Act of 1964, 42 U.S.C. section 2000e-2 (Title VII), by excluding women from certain higher-paying hourly and salaried positions. GTE denied all allegations of discrimination and/or unlawful employment practices.

[Vertical handwritten notes on left margin]

1 After completion of discovery, trial on the issue of
2 liability occurred in 1985, resulting in a decision in favor of
3 GTE. EEOC appealed and in 1989 the Court of Appeals reversed and
4 remanded the case for a new trial.

5 Prior to beginning the trial on remand, the parties
6 agreed to a settlement in principle on June 2, 1992. The Consent
7 Decree implements that agreement. The parties desire to fully and
8 finally conclude all claims arising out of this controversy without
9 the burden, expense, and delay of further litigation. They enter
10 into this Consent Decree to further the objectives of equal
11 employment opportunity as set forth in Title VII.

12 II. SCOPE OF DECREE

13 The Consent Decree effectuates the full, final, and
14 complete resolution between the EEOC and GTE of all allegations of
15 unlawful employment practices or discrimination embodied in the
16 EEOC's Third Amended Complaint and the various charges of
17 discrimination filed by individual charging parties (as defined
18 herein) which occurred prior to the date of entry of this Decree.

19 III. NO ADMISSION

20 The existence of this Consent Decree and the negotiations
21 leading to it shall not constitute an admission or acknowledgment
22 of any kind by GTE that it has violated or in any manner failed to
23 comply with Title VII.

1 IV. TERMS AND CONDITIONS

2 A. Definitions.

3 1. "EEOC" shall mean the Equal Employment Opportunity
4 Commission, plaintiff in the above-named action.

5 2. "GTE" shall mean General Telephone Company of the
6 Northwest, Inc., now known as GTE Northwest Incorporated, and West
7 Coast Telephone Company of California, Inc., defendants in the
8 above-named action.

9 3. "Charging parties" shall mean those persons who
10 previously filed charges against GTE alleging discrimination
11 because of gender and whose charges were identified as a
12 jurisdictional basis for or supporting the claims herein, including
13 but not limited to the 1972 charges by the Beaverton, Oregon, and
14 Kirkland, Washington, charging parties, and the various charges
15 filed with the Oregon Bureau of Labor.

16 B. General.

17 1. The term of this Decree shall be from the date of
18 entry by the Court through and including April 1, 1997, during
19 which time the Court shall retain jurisdiction of this case for the
20 purpose of resolving any disputes which may arise under this Decree
21 and for enforcing all aspects of this Decree.

22 2. GTE shall not retaliate against any person because
23 such person filed a charge with the EEOC, or has testified,
24 assisted, or participated in any investigation, proceeding, or
25 hearing relating to this litigation.

26

1 3. During the term of this Decree, GTE shall permit
2 representatives of the EEOC, during normal business hours and with
3 reasonable notice, to inspect and copy any of its relevant records,
4 and to interview employees for the purpose of establishing
5 compliance or for investigating alleged noncompliance with this
6 decree, provided that any such inspections and interviews will be
7 arranged so as to avoid undue and unreasonable disruption of GTE's
8 business.

9 4. The EEOC may seek enforcement of this Decree only
10 upon 30 days' prior written notice to GTE specifying the alleged
11 breach, and after mutual good faith efforts during such 30-day
12 period to resolve this dispute.

13 5. Written notice to any party regarding any matter in
14 this Decree shall be effective three business days after mailing
15 such notice to the party representative whose signature and address
16 appears as signatory to this Decree, or to any successor.

17 C. Relief.

18 The relief provided in this Decree consists of
19 \$1,200,000, of which \$400,000 is for monetary relief, and the
20 balance of \$800,000 is for a Career Development Program.

21 1. Monetary Relief.

22 GTE shall disburse the total sum of \$400,000 to various
23 members of the class of people included within the EEOC's claims.
24 The EEOC shall determine the distribution schedule including the
25 persons to receive disbursements and the amounts they are to
26 receive. This total sum shall be disbursed on or before April 1,

1 1993, if GTE has been advised by at least February 1, 1993, of the
2 identity of the individuals and the amounts to be paid to each
3 person, and each such person has executed the release attached
4 hereto as Attachment A and provided it to GTE. If the EEOC has not
5 advised GTE by February 1, 1993, of all persons and amounts to be
6 paid, then disbursement shall not occur until 60 days after GTE is
7 so advised by the EEOC, and not until GTE has received the
8 respective releases. GTE shall withhold from each distribution
9 check the amounts, if any, it is required to withhold by state and
10 federal law and shall include with the disbursement check a
11 statement itemizing all taxes and deductions so withheld. Within
12 ten (10) days after mailing, GTE shall provide the EEOC
13 confirmation of the mailing. Within sixty (60) days after receipt
14 of the cancelled checks, GTE will provide copies to the EEOC, or
15 provide the EEOC with confirmation that the checks were cashed.
16 GTE will also provide each payee thereafter with an appropriate tax
17 reporting form for the total amount distributed to that payee. Any
18 portion of the monetary relief which is not distributed as of
19 June 30, 1994, shall be added to the total amount of funding for
20 the Career Development Program beginning in calendar year 1995.

21 2. Career Development Program.

22 a. Program

23 GTE shall implement a special career development program
24 for employees which will encourage the development and training of
25 female employees for jobs in the three highest-paid hourly wage
26 groups. This program will be described in a separate document

1 entitled "Special Career Development Program." GTE shall make
2 "good faith efforts" to achieve a level of participation in the
3 Program which is consistent with the amount of funding available.
4 Such "good faith efforts" will be measured by whether GTE
5 implements each of the activities identified as the designated
6 goals of the Program.

7 GTE shall designate up to a total of \$800,000 (excluding
8 any amounts of undistributed monetary relief as provided in
9 paragraph C.1 above) for the Career Development Program, with
10 \$200,000 to be expended in each of the four successive calendar
11 years, 1993, 1994, 1995, and 1996, except that initial expenses
12 incurred from November 1, 1992, through December 31, 1992, shall be
13 counted toward the 1993 expenditures. If during any of the first
14 three calendar years (1993, 1994, or 1995) less than, or more than,
15 \$200,000 is spent on the program, then the following calendar
16 year's required expenditure of \$200,000 may be adjusted up or down
17 to reflect the prior year's underage or overage.

18 If by June 30, 1996, GTE estimates that the total
19 expenditures for the four years of the program (including estimated
20 remaining expenses from July 1, 1996, through December 31, 1996)
21 will be less than \$800,000, it shall so advise the EEOC in the next
22 report due by August 1, 1996, and GTE further shall propose a
23 disposition of the difference between \$800,000 and the projected
24 total expenditures for the program, which ultimate disposition
25 shall be consistent with the purposes of the Career Development
26

1 Program. Upon EEOC's written agreement, such proposed disposition,
2 or other disposition agreed to by the parties, will be implemented.

3 b. Reports

4 (1) GTE will submit written reports to the EEOC
5 semiannually for the period from November 1, 1992, through
6 December 31, 1996. These reports shall be submitted within 30 days
7 after the six month period to which they relate, with the first
8 report due by August 1, 1993 (the first report shall cover the
9 period from November 1, 1992, through June 30, 1993). These
10 reports shall contain for each such six month period the following
11 information:

12 (a) Expenditures.

13 (i) Administrative expenses for salary of Program
14 Coordinator; support staff; program materials; travel; and
15 management oversight;

16 (ii) Additional appropriate mentor wages and expenses;

17 (iii) Participant wages and expenses other than company
18 training;

19 (iv) Training (e.g., the cost per student for company
20 training, including student wages); and

21 (v) Tuition aid.

22 (b) Program Coordinator Activity Report.

23 (i) Report of major activities, such as program
24 development, program materials prepared, mentor recruiting and
25 work group presentations, and other relevant information,
26 specifically including a review of the Program's effectiveness

1 in meeting its goals, areas which appear to need additional
2 attention, and proposed modifications, with timetables for
3 implementation, to improve the effectiveness of the Program;

4 (ii) A listing and copies of program materials prepared;
5 and

6 (iii) A listing of each mentor recruiting and work group
7 presentation, including the date, location, number of
8 attendees by sex, present job, and location, and the names of
9 mentors or participants registered for the Program at each
10 such presentation.

11 (c) Mentor Information.

12 (i) The total number of mentors at the beginning and end
13 of the reporting period, the number of new mentors, and the
14 number who left the program during the reporting period;

15 (ii) A list of names of new mentors and the date they
16 entered the Program, their present job title, and location,
17 and the participant with whom the mentor is matched and the
18 date of matching; and

19 (iii) Activities in which each mentor engaged with the
20 participant, by date, such as ride-arounds, tutoring, etc.,
21 with location of, and amount of time spent in, the activity.

22 (d) Participant Information.

23 (i) The total number of participants at the beginning
24 and end of the reporting period, the number of new
25 participants, and the number who left the program during the
26 reporting period;

1 (ii) A list of names of new participants with the date
2 they entered the Program, and the mentor with whom the
3 participant is matched and the date of matching;

4 (iii) A list of names of participants without mentors as
5 of the end of the reporting period, to include the date the
6 participant was first without a mentor;

7 (iv) Copies of training plans for each new participant
8 and of new or revised training plans for other participants;

9 (v) Lists of training taken or in progress for each
10 participant by type (company or outside), location, title,
11 duration, and status of training (complete or in progress);
12 and

13 (vi) Activities in which participant engaged, by date,
14 whether with mentor, location of, and hours spent in activity.

15 D. Releases.

16 Every person accepting monetary benefits under this
17 Agreement shall execute a release, in the form attached hereto as
18 Attachment A, which releases and discharges defendant GTE from
19 liability for any claims within the scope of plaintiff's Third
20 Amended Complaint or the charges filed with the EEOC by the
21 charging parties (as herein defined).

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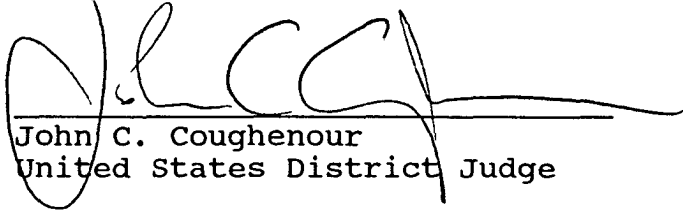
ORDER

The Court hereby orders that the foregoing Consent Decree be, and the same hereby is, approved and adopted as the final decree of this Court in full settlement of this action. This lawsuit is hereby dismissed with prejudice and without costs or attorney fees to any party, except that this Court shall retain jurisdiction until April 1, 1997, to consider enforcement of the Decree without any party having to file a new action.

IT IS SO ORDERED.


The Clerk of this Court is directed to send uncertified copies of this Order to all counsel of record.

DATED this 20 day of Oct, 1992.


John C. Coughenour
United States District Judge


APPROVED FOR ENTRY:

EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION

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13 Date: October 15, 1992

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ATTACHMENT A

RELEASE OF LIABILITY

In consideration of the settlement amount to be provided me of \$ _____, less applicable taxes and deductions, by GTE Northwest Incorporated or GTE West Coast Incorporated ("GTE") in the Consent Decree in the action entitled Equal Employment Opportunity Commission v. General Telephone Company of the Northwest, Inc., Civil No. C77-247C (W.D. Wash.), I hereby release GTE, its directors, officers, stockholders, employees, and agents from all demands, lawsuits, and actual or potential claims on the basis of sex as to the issues covered in this lawsuit accruing prior to the date of this Release under Title VII of the Civil Rights Act of 1964, as amended to date, § 2000e et seq.

I have read and understand this Release and have had a reasonable period of time within which to consider this Release before executing it. I further acknowledge that I have been advised of my right to seek the advice of an attorney prior to executing this Release. I have signed this Release voluntarily without coercion and with knowledge of its nature and consequences.

Signature

Date

Printed Name

Social Security Number

Address

Telephone Number