

NEW JERSEY DIVISION ON CIVIL RIGHTS  
OFFICE OF THE ATTORNEY GENERAL  
DEPARTMENT OF LAW & PUBLIC SAFETY  
DCR DOCKET NO. EL11SB-63302  
EEOC CHARGE NO. 17E-2013-00006

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CHARNELLE GILLIARD, and  
CRAIG SASHIHARA,  
DIRECTOR, NEW JERSEY DIVISION  
ON CIVIL RIGHTS,

Complainants,

v.

TRANE U.S., INC.,

Respondent.

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**CONCILIATION AGREEMENT**

**WHEREAS**, a verified complaint was filed on September 4, 2012 (the "Verified Complaint"), with the State of New Jersey, Division on Civil Rights ("the Division") by Complainant Charnelle Gilliard ("Gilliard" or "Complainant"), under Division Docket Number EL11SB-63302, alleging that her former employer, Trane U.S., Inc. ("Respondent" or "Trane") terminated her because she took medical leave for a pregnancy as prescribed by her doctor, and that Trane thereby discriminated against her on the basis of gender in violation of the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1 et seq. (the "LAD"); and

**WHEREAS**, Respondent, a manufacturer of heating, ventilation, and air conditioning equipment and a business of Ingersoll Rand, operates a facility in Trenton, New Jersey where Complainant was employed from July 2010 to May 2012; and

**WHEREAS**, Respondent denies the allegations of the Verified Complaint; and

**WHEREAS**, the Division's investigation credited the allegations of the Verified Complaint, and on January 27, 2014, the Director of the Division (the "Director") issued a Finding of Probable Cause; and

**WHEREAS**, the Director intervened in the public interest pursuant to N.J.A.C. 13:4-2.2 (e), and the Verified Complaint was amended to include the Director as a Complainant; and

**WHEREAS**, the Respondent denies the allegations of both the Verified Complaint and the Finding of Probable Cause, but nonetheless desires to conciliate and settle this matter without the necessity of a public hearing; and

**WHEREAS**, all parties desire to amicably settle the matter without the necessity and expense of further litigation and enter into this Conciliation Agreement ("Agreement");

**NOW, THEREFORE**, it is on this 29<sup>th</sup> day of July, 2014 AGREED as follows:

1. Ingersoll Rand agrees that all employment decisions affecting persons employed in New Jersey shall comply in full with the LAD and that all employment decision making will be conducted in a nondiscriminatory manner. Further, and as to all persons employed in New Jersey, Ingersoll Rand agrees not to implement any policy or procedure having the purpose or effect of discrimination on the basis of race, creed, color, national origin, ancestry, age, marital status, civil union status, domestic partnership status, sexual orientation, genetic information, sex, gender identity or expression, disability, atypical hereditary cellular or blood trait, liability for service in the Armed Forces of the United States, nationality, or pregnancy.

2. For the purpose of resolving this matter, without admitting the allegations set forth in the Finding of Probable Cause or Verified Complaint, Respondent agrees to pay Complainant

Charnelle Gilliard the total amount of Fifty-five Thousand Dollars (\$55,000.00) in resolution of the allegations that she suffered discrimination on the basis of gender. Respondent will make the payment by check made payable to "Charnelle Gilliard." The check shall be delivered within thirty (30) days of the execution of this agreement to Carlos Bellido, Chief of Staff, New Jersey Division on Civil Rights, , 31 Clinton Street, 3rd Floor, Newark, New Jersey 07102 for delivery to Gilliard.

3. For the purpose of resolving this matter, without admitting the allegations set forth in the Finding of Probable Cause or Verified Complaint, Respondent agrees to pay Fifteen-Thousand Dollars (\$15,000.00) in lieu of penalties, costs, and fees to the New Jersey Division on Civil Rights. The payment shall be by check made payable to "Treasurer of the State of New Jersey" and delivered within thirty (30) days of the execution of this agreement to Carlos Bellido, Chief of Staff, New Jersey Division on Civil Rights, , 31 Clinton Street, 3rd Floor, Newark, New Jersey 07102.

4. Trane agrees to create and distribute to all employees and officers who work in an office or facility located in New Jersey, or who have responsibility for any operations taking place at an office or facility in New Jersey, a written policy addressing medical leave taken for pregnancy (the "Policy"). The Policy will, at minimum, state the following:

- (a) Medical leave taken for a pregnancy, including temporary disability leave, does not require a medical statement or certification indicating a reason for temporary separation from work other than medical concerns or precautions related to a normal pregnancy and childbirth;
- (b) Medical leave taken for a normal pregnancy will be treated the same as leave taken for any other medical condition or disability with respect to the employee's rights to continue in her employment; and

- (c) Where a pregnant employee is approved, because of her condition as pregnant, for short term disability benefits by the New Jersey Department of Labor and Workforce Development, she will be deemed to qualify for leave from employment under the New Jersey Family Leave Act and the federal Family and Medical Leave Act without further inquiry as to her medical condition or a requirement to show proof of a disability. All other requirements of the New Jersey Family Leave Act and the federal Family and Medical Leave Act, including those related to tenure and hours worked, must also be satisfied in order for the employee to qualify for leave.

5. Trane will post a copy of the Policy in a conspicuous location, easily visible to all employees at each office or facility located in New Jersey, for a period of one year, which will begin thirty (30) days from the date this Conciliation Agreement is fully executed. After one year, the policy will continue in effect, with copies available to all employees upon request.

6. Trane will distribute the Policy to its third-party benefits administrator and any other person or entity involved in the handling of benefits and medical leave of Trane's New Jersey employees. Trane will distribute the Policy to its third-party benefits administrator with a cover letter indicating that the Policy controls the determination of eligibility of Trane's New Jersey employees for related benefits and medical leave. Trane hereby acknowledges that all decisions related to requests for reasonable accommodations and approval of medical leave are made by Trane personnel and that Trane is responsible for ensuring that all such decisions are in full compliance with the LAD.

7. In addition to the Policy described above, Ingersoll Rand has revised its existing anti-discrimination policy to reflect the provisions of N.J.S.A. 10:5-12(s) and the inclusion of pregnancy

as a separate, protected class under the LAD. This addendum to Ingersoll Rand's global Equal Employment Opportunity Policy is applicable to all Ingersoll Rand New Jersey facilities and appears on the version of Ingersoll Rand's Equal Employment Opportunity Policy that will hereinafter be distributed to and viewable by New Jersey employees.

8. A copy of the Policy described in Paragraph Four will be provided to the Division within 30 days of the execution of this Agreement. The Policy will be submitted to Ana Limo-Magras, Division Conciliator, Division on Civil Rights, 31 Clinton Street, 3rd Floor, P.O. Box 46001, Newark, New Jersey 07102.

9. Trane agrees to arrange for all management staff and human resources personnel who work in a Trane office or facility located in New Jersey, or who have responsibility for any Trane operations taking place at an office or facility located in New Jersey, to attend training on the LAD and Respondent's policy with respect to treatment of women employees who are affected by pregnancy. Within six months of the date this Conciliation Agreement is fully executed, Trane shall schedule and complete the training described in this Paragraph. Notice of the training session (or each session if more than one is necessary) and a copy of the training materials to be used shall be submitted at least ten (10) days in advance to Ana Limo-Magras, Division Conciliator, Division on Civil Rights, 31 Clinton Street, 3<sup>rd</sup> Floor, P.O. Box 46001, Newark, New Jersey 07102.

10. Each employee or officer of Trane who attends the training described in Paragraph Nine will sign an acknowledgment form, indicating that he or she attended the training for its entirety. A copy of the signed acknowledgment form will be placed in the attendee's personnel file.

11. Respondent agrees to voluntarily refrain from and is hereby enjoined from taking retaliatory action against any person who, in any way, participated in the investigation or litigation of this matter.

12. This Agreement shall have the same force and effect as a Cease and Desist Order issued by the Director pursuant to N.J.S.A. 10:5-19.

13. In the event that Respondent defaults in any material respect as to any provision herein, Respondent hereby consents to the entry of this Conciliation Agreement in the Chancery Division of the Superior Court of New Jersey, thereby making this Agreement an Order of the Court for purposes of enforcement therein.

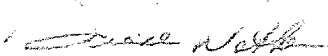
14. Should Respondent fail to timely pay the sums set forth in this Agreement, it shall pay, in addition to interest on the award, all reasonable costs and expenses incurred in any further proceedings or steps necessary to collect or enforce the respective agreements herein and awarded by a court of competent jurisdiction.

15. New Jersey Law shall govern the enforcement of this Conciliation Agreement.

16. Upon execution by all parties, which includes the Director of the Division on Civil Rights, this Agreement shall operate as a complete and final disposition with prejudice of the allegations contained in the Verified Complaint, subject only to the fulfillment of all provisions of this Agreement. Upon fulfillment of those provisions, the Verified Complaint is dismissed with prejudice.

17. Nothing in this Conciliation Agreement shall in any manner be construed to limit or affect the rights of any persons, other than the parties to this Agreement, who may have a claim against Respondent or any individual or entity involved in this matter.

**FOR RESPONDENT TRANE U.S., INC.:**



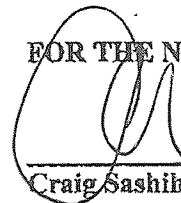
Dated: 7/15/14

**FOR COMPLAINANT CHARNELLE GILLIARD:**

  
Charnelle Gilliard

Dated: 7/25/14

**FOR THE NEW JERSEY DIVISION ON CIVIL RIGHTS:**

  
Craig Sashihara, Director

Date: 7-29-14

MEMORANDUM OF UNDERSTANDING

between

INGERSOLL RAND

and the

NEW JERSEY OFFICE OF THE ATTORNEY GENERAL

WHEREAS, Ingersoll Rand operates and controls places of employment throughout the State of New Jersey; and

WHEREAS, the Attorney General of New Jersey (Attorney General), through the New Jersey Division on Civil Rights, is charged with enforcing the New Jersey Law Against Discrimination (the "LAD") which, among other things, prohibits discrimination in employment; and

WHEREAS, Ingersoll Rand has agreed to formally acknowledge certain LAD requirements related to employees who are, or may become, pregnant;

NOW, THEREFORE, Ingersoll Rand and the Attorney General express their mutual understanding as follows:

1. As to all Ingersoll Rand employees and officers who work in an office or facility located in New Jersey, the following policies and protocol apply to medical leave taken for pregnancy:

- (a) Medical leave taken for a pregnancy, including temporary disability leave, does not require a medical statement or certification indicating a reason for temporary separation from work other than medical concerns or precautions related to a normal pregnancy and childbirth;
- (b) Medical leave taken for a normal pregnancy will be treated the same as leave taken for any other medical condition or disability with respect to the employee's rights to continue in her employment; and



(c) Where a pregnant employee is approved, because of her condition as pregnant, for short term disability benefits by the New Jersey Department of Labor and Workforce Development, she will be deemed to qualify for leave from employment under the New Jersey Family Leave Act and the federal Family and Medical Leave Act without further inquiry as to her medical condition or a requirement to show proof of a disability. All other requirements of the New Jersey Family Leave Act and the federal Family and Medical Leave Act, including those related to tenure and hours worked, must also be satisfied in order for the employee to qualify for leave.

2. Ingersoll Rand will arrange for all management staff and human resources personnel who work in an Ingersoll Rand office or facility located in New Jersey, or who have responsibility for any Ingersoll Rand operations taking place at an office or facility located in New Jersey, to attend training on the LAD and Respondent's policy with respect to treatment of women employees who are affected by pregnancy. Within six months of the date of this Memorandum of Understanding, Ingersoll Rand shall schedule and complete the training described in this Paragraph. Notice of the training session (or each session if more than one is necessary) and a copy of the training materials to be used shall be submitted at least ten (10) days in advance to Ana Limo-Magras, Division Conciliator, New Jersey Division on Civil Rights, 31 Clinton Street, 3<sup>rd</sup> Floor, P.O. Box 46001, Newark, New Jersey 07102.

For INGERSOLL RAND:



7/15/00  
Date

FOR ATTORNEY GENERAL OF NEW JERSEY:

Megan J. Harris

8/1/2014  
Date