

The U.S. Equal Employment Opportunity Commission

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CONTACT: Gregory Gochanour
Supervisory Trial Attorney
(312) 886-9124
Pamela Moore-Gibbs
Trial Attorney
(312) 886-9120
TTY: (312) 353-2421

EEOC SETTLES DISABILITY BIAS SUIT FOR \$650,000 AGAINST UNITED BLOOD

Federal Agency Says Employer's Leave Policies Ran Afoul of Disabilities Act

CHICAGO - Federal District Judge John W. Darrah entered a \$650,000 Consent Decree here today ending a U.S. Equal Employment Opportunity Commission (EEOC) disability discrimination lawsuit against Blood Systems, Inc. and its subsidiary United Blood Services (together United Blood), national firms in the business of collecting blood from donors and providing it to hospitals. EEOC's suit, filed under Title I of the Americans with Disabilities Act of 1990 (ADA), contended that United Blood's medical leave policies illegally required termination of a class of employees with disabilities after 120 days without consideration of whether an extension would be a reasonable accommodation in accordance with the ADA.

"The ADA recognizes that every employer needs a reliable workforce - one that gets the job done in a timely fashion," said EEOC Commissioner Paul Steven Miller. "Flexibility and reasonable accommodations, including medical leave, make the ADA's promise of equal opportunity real while assuring that employers have the experienced workforce they need."

The Consent Decree, entered with the U.S. District Court for the Northern District of Illinois (case number 99 C 26D), directs United Blood to pay an aggregate of \$650,000 to 23 employees with disabilities who were terminated under its medical leave policies. The Decree also includes an injunction against future violations of the ADA; requires managers to undergo ADA training; enjoins United Blood from refusing to provide reasonable accommodations to qualified individuals with disabilities and from terminating qualified persons on account of their disabilities; requires United Blood to amend its leave policies to conform to the terms of the Consent Decree; and requires the company to keep records and report to EEOC on requests for extended medical leaves.

Pamela Moore-Gibbs, one of EEOC's Chicago-based trial attorneys responsible for the case, said, "The ADA requires individual assessments when it comes to the issue of reasonable accommodation. An employer's policy just flatly prohibiting individualized consideration of whether some additional leave can be provided as an accommodation to employees with disabilities violates the ADA. In this case, the decisions to get rid of employees were based on such a policy, not on individual assessments, and therefore cannot be sustained."

John Hendrickson, regional attorney in EEOC's Chicago District Office, said, "No doubt, employers are entitled to enforce medical leave policies. They are not required to continue the employment of workers on medical leave forever. The ADA does not say that, and EEOC does not say that. What the law does require is that an employer not enforce an ironclad limit against an employee with a disability without looking at the employee individually and without considering whether some flexibility would get the employee back to work performing the essential functions of his or her job."

Prior to EEOC's filing of the suit, United Blood, without any flexibility, fired employees upon the expiration of the 120-day medical leave of absence. The terminations occurred without regard to whether an extension - even a short one - would serve as a reasonable accommodation, which would have permitted employees with disabilities to return to work and perform their essential job functions in accordance with the ADA.

John P. Rowe, EEOC district director in Chicago, said, "What the ADA teaches is that employers cannot view employees with disabilities as an undifferentiated mass without regard for their individual abilities to do the job, to remain on the job, and to return to the job. Rules such as the leave policy in this case which do not permit reasonable individual assessments and sensible accommodations do not support the interests of either employers or employees - worse, they may result in damaging violations of federal law."

Gregory Gochanour, EEOC supervisory trial attorney in Chicago, said, "We are happy to see this litigation brought to such a successful conclusion. The employees who were wronged are going to be compensated, and we will be monitoring the Consent Decree to make certain that what we have corrected through the terms of the Decree stays corrected."

Since July 26, 1992, when Title I of the ADA became effective, EEOC has obtained approximately \$345 million under the ADA on behalf of more than 20,000 individuals through its national enforcement efforts - including settlements, conciliations, mediation, and litigation. In addition, EEOC has obtained non-monetary benefits for over 10,000 individuals, including reasonable accommodation, policy changes, training and education, job referrals, union membership, and the posting of EEO notices at job sites.

In addition to enforcing the ADA, which prohibits employment discrimination against people with disabilities in the private sector and state and local governments, EEOC enforces Title VII of the Civil Rights Act of 1964, which prohibits employment discrimination based on race, color, religion, sex or national origin; the Age Discrimination in Employment Act; the Equal Pay Act; prohibitions against discrimination affecting individuals with disabilities in the federal government; and sections of the Civil Rights Act of 1991. Further information about the Commission is available on its Web site at www.eeoc.gov.

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