

**UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY**

----- X
EQUAL EMPLOYMENT OPPORTUNITY :
COMMISSION, :
: :
Plaintiff, :
: :
v. :
: :
CONOCOPHILLIPS COMPANY :
: :
Defendant. :
----- X

CIVIL ACTION NO. 07-6045 (KSH)

CONSENT DECREE

The parties to this Consent Decree are the Equal Employment Opportunity Commission (“EEOC”) and ConocoPhillips Company (“ConocoPhillips”). EEOC brought this action on December 20, 2007 pursuant to Title VII of the Civil Rights Act of 1964 (“Title VII”). In its Complaint, EEOC alleged that ConocoPhillips discriminated against Charging Party, Clarence Taylor, because of his religion by failing to provide him with a reasonable accommodation. Mr. Taylor has been employed as a Pipe Fitter at the Bayway Refinery since 1975. Mr. Taylor is a practicing Protestant who attends and participates as a leader in religious services on Sundays. In April of 2006, Mr. Taylor was informed by Defendant that he was scheduled to work a weekend shift that would require that he miss Sunday morning church services until approximately August 2006. As a result, for approximately a two month period, Mr. Taylor was generally unable to attend Sunday church services.

Defendant denies liability and does not admit any unlawful conduct or wrong-doing.

The parties hereto desire to settle this action, and therefore do hereby stipulate and consent to the entry of this Decree as final and binding between the parties and their successors

or assigns. The parties agree that it is in their mutual interest to resolve this matter fully without the costs, uncertainty, expense and delay of litigation.

The Decree resolves all matters related to Civil Action No. 07-6045 (KSH), filed in the United States District Court for the District of New Jersey. The parties agree that this Decree may be entered into without Findings of Fact and Conclusions of Law being made and entered by the Court. 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.

In consideration of the mutual promises of each party to this Decree, the sufficiency of which is hereby acknowledged, it is agreed and IT IS ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:

1. This Decree resolves all of the issues raised by the Complaint filed in this case. This Decree in no way affects EEOC's rights to process any future charges that may be filed against ConocoPhillips and to commence civil actions on any such charges.

2. The parties agree that this Court has jurisdiction of the subject matter of this action and of the parties, that venue is proper, and that all administrative prerequisites have been met.

3. No party shall contest the jurisdiction of the federal court to enforce this Decree and its terms or the right of any party to bring an enforcement suit upon breach of any of the terms of this Decree by any other party. Breach of any term of this Decree should be deemed to be a substantive breach of this Decree. Nothing in this Decree shall be construed to preclude EEOC from bringing proceedings to enforce this Decree in the event that ConocoPhillips fails to

perform any of the promises and representations contained herein.

4. ConocoPhillips and its managers, agents, successors, or assigns are enjoined from discriminating against any individual because of the individual's religion or religious practices in violation of Title VII. ConocoPhillips is enjoined from retaliating against any individual who engages in protected activity under Title VII, including participating in this matter in any way.

5. From the date of the entry of this Decree going forward, if a ConocoPhillips employee at the Bayway Refinery in Linden, New Jersey requests a religious accommodation, ConocoPhillips shall engage in an interactive process with the employee pursuant to the EEOC's Guidelines on Discrimination Because of Religion, 29 C.F.R. §1605 et seq. Such alternatives may include accommodations such as shift-swapping as referenced in the operative collective bargaining agreement, flexible scheduling to allow the employee to take off a portion of a workday to attend religious services, the transfer of the employee to a different work assignment that has a schedule that would not interfere with the employee's religious practices, or taking vacation time or unpaid leave. Any accommodations must be consistent with the operative collective bargaining agreement and ConocoPhillips' operational needs.

6. For the time period of the Decree, ConocoPhillips shall report to the EEOC in writing regarding each employee request for religious accommodation at the Bayway Refinery in Linden, New Jersey, the response thereto by ConocoPhillips, and the ultimate outcome of each such religious accommodation request. The written report shall be emailed to sunu.chandy@eeoc.gov within 30 days of each employee request for religious accommodation.

7. Within 20 days of the entry of this Decree, ConocoPhillips shall pay a total of \$20,000 to resolve this matter. Defendant shall pay Charging Party Clarence Taylor \$7,500 and

provide him with 5 days (40 hours) of additional vacation leave. Defendant shall pay \$12,500 to a charity selected by the Charging Party, The Foodbank of Monmouth and Ocean Counties, as part of the resolution of this matter. A copy of each check and written documentation of the 5 additional days of leave to the Charging Party shall be emailed to sunu.chandy@eeoc.gov within 30 days of the entry of the Decree. Defendant shall issue an IRS Form 1099 to the Charging Party for the amount paid directly to him.

8. Within 30 days of the date of entry of this Decree, Defendant shall post a remedial Notice pursuant to the Consent Decree, attached hereto as Exhibit A, where employee notices are posted, at the following locations at the Bayway Refinery: Bayway Office Building (Human Resources 4th floor and Canteen/Credit Union Ground floor); Shops Office (Hall between Process and Mechanical); Main Gate (Across from Restrooms); Refinery Lab (Main Hall); FPCC (Break room/Kitchen); OMCC (Entry Hall); CCC (Break room/Kitchen); and Waterfront (Entry Hall). Within 30 days of the date of entry of this Decree, Defendant shall also post EEOC's poster at the Bayway Refinery at these same locations.

9. ConocoPhillips' Bayway facility agrees to maintain Anti-Discrimination/Equal Employment Opportunity Policies & Complaint Procedures and Bayway Refinery Accommodation Policy attached hereto as Exhibit B, which has been reviewed and approved by EEOC. These documents shall be disseminated to all current Bayway employees in hard copy through the mail within 20 days of the entry of this Decree. Defendant shall confirm the dissemination of the policy to employees at the Bayway Refinery to the EEOC in writing to sunu.chandy@eeoc.gov within 30 days of the entry of the Decree.

10. A copy of Defendant's Anti-Discrimination/Equal Employment Opportunity Policies & Complaint Procedures and Bayway Refinery Accommodation Policy shall be provided to each new employee within 3 days of hire and written documentation shall be kept of such dissemination.

11. Defendant shall provide 2 hours of training in federal laws prohibiting discrimination in employment for all current management/supervisory employees at the Bayway Refinery and 1 hour of training in federal laws prohibiting discrimination in employment for all other current employees at the Bayway Refinery. The training shall address religious discrimination and emphasize religious accommodations. The training for management/supervisory employees shall be completed no later than September 30, 2009, and the training for all other employees shall be completed no later than December 31, 2009. The training for current management/supervisory employees shall be conducted by Littler Mendelson, P.C. or an outside entity approved by the EEOC. The training for all other current employees at the Bayway Refinery shall be computer-based training conducted by ELT, Inc. or an outside entity approved by the EEOC. The agenda for the trainings, which has been reviewed and approved by EEOC, is attached hereto as Exhibit C. Within 10 calendar days of the completion of each training session for management/supervisory employees, Defendant shall forward to EEOC a copy of an attendance sheet for each training program. On a monthly basis, Defendant shall forward to EEOC a list of all other employees who participated in computer-based training during the past month.

12. Defendant shall make available for inspection and copying any records reasonably related to this Decree, upon notice by EEOC.


13. Each party shall bear its own attorney fees and costs incurred in this action.


14. This Decree constitutes the complete understanding among the parties. No other promises or agreement shall be binding unless agreed to in writing and signed by these parties.

15. This Decree will remain in effect for 3 years from the date of entry.

Dated: 5/21/09

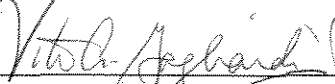
FOR PLAINTIFF EEOC


Elizabeth Grossman, Regional Attorney


Sunu P. Chandy, Senior Trial Attorney
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Email Address: sunu.chandy@eoc.gov

Dated: 5-22-09

FOR DEFENDANT CONOCOPHILLIPS COMPANY


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SO ORDERED, ADJUDGED, AND DECREED,
Signed this 21st day of May, 2009

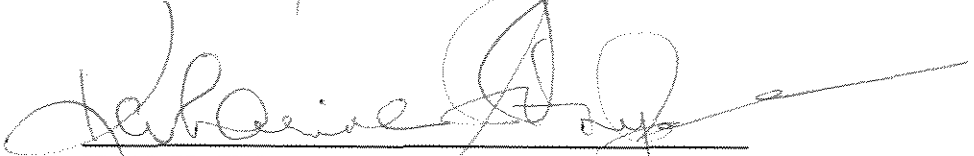

HON. KATHARINE S. HAYDEN, U.S.D.J.
UNITED STATES DISTRICT JUDGE

EXHIBIT A

**NOTICE TO ALL EMPLOYEES OF CONOCOPHILLIPS
COMPANY AT THE BAYWAY REFINERY**

This NOTICE is being posted as part of a Consent Decree entered by the Court to resolve litigation between ConocoPhillips and the U.S. Equal Employment Opportunity Commission ("EEOC"). Federal laws prohibit employers from discriminating against applicants and employees on the basis of age, national origin, religion, race, color, sex, or disability. ConocoPhillips agrees that its managers, officers, or agents will not discriminate against any individual on any prohibited basis under federal employment discrimination law, or to retaliate against any employee who engages in protected activity.

Federal law also requires employers to provide a reasonable accommodation for religious practices. If a employee requests that ConocoPhillips provide a religious accommodation, ConocoPhillips shall engage in an interactive process with the employee to explore reasonable accommodations. Such alternatives may include accommodations such as shift-swapping as referenced in the operative collective bargaining agreement, flexible scheduling to allow the employee to take off a portion of a workday to attend religious services, the transfer of the employee to a different work assignment that has a schedule that would not interfere with the employee's religious practices, or taking vacation time or unpaid leave. Any accommodations must be consistent with the operative collective bargaining agreement and ConocoPhillips' operational needs

ConocoPhillips agrees that the company will not discriminate against any individual because of the individual's religion and will not retaliate against any individual who requests a religious accommodation.

Should you require a religious accommodation or have any complaints of discrimination, harassment or retaliation you may contact Sandy McLachlan, HR Business Partner-Labor Relations, Bayway, at (908) 523-6275, or a Human Resources Representative.

You may also contact reach EEOC at:

EEOC Intake Number:	800-669-4000
EEOC Website:	www.eeoc.gov
Local EEOC Office:	One Newark Center-21st Floor, Newark, New Jersey 07102

**THIS IS AN OFFICIAL NOTICE AND SHALL NOT BE DEFACED BY ANYONE
This notice must remain posted for three years from posting, until _____, 2012.**

Signed this _____ day of _____, 2009

By: _____, Manager, Bayway Refinery
J.M. (Mike) Kenney

Exhibit B

Bayway Refinery Accommodation Policy

The Company's Equal Employment Opportunity Policy is to provide equal employment opportunity for all qualified persons without regard to race, color, religion, sex, sexual orientation, national origin, age, disability, veteran status, or any other legally protected status.

The Company is committed to providing an accessible and supportive environment for employees.

Religion

Upon an employee's request, ConocoPhillips will provide a reasonable accommodation of an employee's sincerely-held religious beliefs provided that such an accommodation would not create an undue hardship or burden.

Disability

The Company will provide reasonable accommodations to a qualified individual with a disability, as defined by federal and state law, who has made the Company aware of his or her disability, provided that such accommodation does not constitute an undue hardship on the Company or pose a direct threat to the safety of the employee or any other individual that cannot be eliminated or reduced to an acceptable level with reasonable accommodation.

Requests for Accommodation

Once the Company becomes aware of an individual's need for a religious or disability accommodation, the Company will engage the employee in an interactive process to exchange information regarding the nature of the employee's request and available alternatives for satisfying that request. Any accommodations must be consistent with the operative collective bargaining agreement and ConocoPhillips' operational needs.

An employee requesting a religious or disability accommodation is encouraged to contact their supervisor, manager, a human resources representative, or Sandy McLachlan, HR Business Partner-Labor Relations, Bayway, at (908) 523-6275, as soon as the need for an accommodation becomes known.



Equal Employment Opportunity Policy

Policy effective date: 08/30/2002

Last update: 02/06/2008

If you have questions call HR Connections at 1-800-622-5501 or 918-661-5500, or submit a request or question to HRConnections@conocophillips.com.

Recent Changes to Equal Employment Opportunity Policy: ConocoPhillips is and always has been deeply committed to fair and non-discriminatory treatment for all employees. The management committee has amended (effective immediately, 2/11/03) the company's EEO policy to include the term "sexual orientation" to more accurately reflect this commitment.

The Company's policy is to provide equal employment opportunity for all qualified persons without regard to race, color, religion, sex, sexual orientation, national origin, age, disability, veteran status, or any other legally protected status. The Company will comply with the letter and spirit of applicable local, state, federal and country law concerning equal employment opportunity. More specifically, this means the Company will not participate in nor condone any unlawful discrimination of any kind. This applies to, but is not limited to, recruitment, recruitment advertising, hiring, training, promotion, transfer, demotion, layoff, termination, rate of pay, or other forms of compensation, and all other aspects of employment.

The Company is committed to maintaining a work environment that is free of all forms of unlawful conduct, including sexual or other forms of unlawful harassment. This includes a prohibition of any actions by employees, supervisors, or management that abuse individual dignity through slurs or jokes on the basis of race, color, religion, sex, sexual orientation, national origin, age, disability, or any other legally protected status, or other objectionable conduct, including harassing or discriminating conduct that interferes with another employee's performance. Such conduct is unacceptable and will not be tolerated. The use of e-mail or the Internet, which involves unlawful, obscene, offensive or harassing messages, or the accessing of Internet sites of a sexual or otherwise inappropriate nature is prohibited. Violation of the EEO Policy will result in discipline up to and including termination of employment. The company has zero tolerance for violations of this policy and the employment of even first time offenders may be terminated.

Sexual harassment includes but is not limited to, unwelcome sexual advances, requests for sexual favors, displays of graffiti, calendars, cartoons, or magazines containing sexual content, and all other verbal or physical conduct of a sexual nature, especially where: submission to such conduct is made either explicitly or implicitly a term or condition of employment; submission to, or rejection of such conduct is used as the

basis for decisions affecting an individual's employment; or such conduct has the purpose or effect of creating an intimidating, hostile, or offensive working environment on the basis of sex.

In addition, the Company's business is always to be conducted in a way that clearly and consistently communicates respect and value for all employees. Therefore, any business conduct - or participation in any business entertainment - that might be demeaning, devaluing, humiliating, or intimidating to any employee will not be tolerated. Examples of unacceptable behavior include, but are not limited to, entertainment at exotic dance clubs and meetings at resorts or clubs that exclude people from membership on the basis of race, color, religion, sex, national origin, age, disability or any other legally protected status. Any question about the acceptability of a given venue for business entertainment should be discussed in advance with the work unit supervisor or manager, who is ultimately responsible for the business conduct of his/her employees, or a human resources representative.

Any employee who believes that he or she has been subjected to discrimination, harassment, or other prohibited behavior by his/her supervisor, any member of management, co-worker, or in the course of conducting the Company's business, should contact his/her supervisor or manager, human resources representative, or Bruce Rozek or Savanna Sam, Manager of Industrial and Employee Relations, Advisor of Employee Relations, respectively. Policy violations may also be reported by calling the Ethics Hotline at 1-877-327-2272. Any supervisor, manager or human resources representative who is aware of a complaint must ensure that it is promptly reported, investigated and treated confidentially. All employees and all levels of management are expected to provide assistance and support for this policy to assure complete compliance. Failure to cooperate will result in discipline up to and including termination of employment. **Retaliatory treatment of any employee reporting discrimination, harassment, or other prohibited behavior is strictly forbidden and should be reported immediately to his/her supervisor, manager or human resources representative, Industrial and Employee Relations or Advisor of Employee Relations, or the Ethics Hotline.**

The Company establishes plans, policies and programs appropriate to the business needs and requirements of its various operations and organizations. The plans, policies or programs shown here are provided as guidelines to employees. Different plans, policies or programs than those shown here may apply to subsidiary company employees, retail store employees, or other employees, based on business needs, local customs, contractual agreement, or legal requirements. Company plans, policies and programs are continually under review, and are subject to revision at any time without further notice, at the sole discretion of the Company. Generally, notification of changes will be made to employees prior to the effective date of the change. EMPLOYEES SHOULD CONFIRM THAT THE PLANS, POLICIES AND PROGRAMS ACCESSED HERE APPLY TO THEM AND/OR THEIR ORGANIZATION BEFORE TAKING ANY ACTIONS. Contact HRCconnections@conocophillips.com if you have questions.

Absent a specific written contract to the contrary, employment with ConocoPhillips, its subsidiaries and affiliates may be terminated with or without cause at any time by the employee or the Company. Nothing contained in these plans, policies or programs shall constitute a part of any employment contract or create a required procedure, practice or policy that must or should be followed in the investigation, evaluation, or disposition of any personnel matter.



SPECIALISTS IN ETHICS & COMPLIANCE TRAINING
Changing behavior. Protecting the bottom line.

Standard Integrity Suite Course Versions

Preconfigured EEO Course

Employee Version (approximately 20-25 minutes)

- EEO Basics

Manager Version (approximately 100 minutes)

- Race and National Origin Discrimination Basics
- Sex/Gender Discrimination
- Retaliation
- Age Discrimination
- Disability Discrimination
- Religious Discrimination
- Sexual Orientation & Gender Identity Discrimination

Preconfigured Employment Law Basics Course

Employee Version (approximately 60 minutes)

- EEO Basics
- FMLA Basics
- Religious Accommodation
- Disability Accommodation

Manager Version (approximately 90 minutes)

- EEO Basics
- FMLA BASICS
- Religious Accommodation
- Disability Accommodation
- Employee Complaint Management
- Investigations

Littler

The Learning Group
Compliance Training Solutions Worldwide

Preventing Discrimination

Preventing Discrimination: Ensuring Equal Employment Opportunity in Your Workplace (for Managers)



This module provides participants with a basic introduction to federal and state anti-discrimination laws, including the Americans With Disabilities Act, with an emphasis on enabling supervisors and managers to identify conduct and actions that could result in claims of discrimination. The training will define and discuss such concepts as "discrimination," "protected classes," "reasonable accommodation," "equal employment opportunity," "disparate treatment," "direct evidence" and "pretext." Working with case studies drawn from actual cases, this module identifies the legal standards for establishing discrimination and offers practical tips for avoiding discriminatory conduct in recruiting, interviewing, hiring and firing. It also stresses the need to prevent retaliation claims after discrimination charges have been filed.

Course No. 102

Length: 3 Hours

Format: Highly interactive, involving small group discussions (even with large numbers in attendance), participant surveys and responses, stories and case studies, role plays, high-road humor, state-of-the-art multimedia, plus optional use of videos or professional live actors in person appearing in brief relevant vignettes, all geared toward stimulating meaningful discussions, critical thinking and recall

Recommended for: Executive, Middle and Front-line Managers and Supervisors

"[L]eaving managers in ignorance of the basic features of [employment] laws is an 'extraordinary mistake' for a company to make, and a jury can find that such an extraordinary mistake amounts to reckless indifference."

(Mathis v. Phillips Chevrolet, Inc., , 269 F.3d 771 (7th Cir. 2001))

The Learning Group

Compliance Training Solutions Worldwide

Learning Topics and Activities Include (depending on course length and organizational needs):

- **The Legal Background**
- Discuss the high cost to the organization and individual managers of failing to prevent claims.
- **The Law of Discrimination – A Legal Overview**
- Federal and state law prohibiting work-place discrimination & retaliation:
 - Understand the theories plaintiffs use in establishing discrimination claims
 - Establish a legal defense – the methods used by employers to rebut charges of discrimination made
- **Manager's In Action – Practical Steps to Avoid Discrimination At Work**
- Use the best evaluation, documentation, discipline, and termination practices managers can use to prevent discrimination and costly, time-consuming litigation.
 - *Going Beyond Neutrality:* Guidance on identifying when and how to make a reasonable accommodation because of a person's disability or religion.
- **Preventing Retaliation**
- *Strategies for dealing with the performance problems of employees who complain about discrimination without engaging in prohibited retaliation.*
- **Responding to Claims**
 - First steps managers should take when confronted with employee claims of discrimination or retaliation.