

IN THE UNITED STATES DISTRICT COURT FOR THE
 EASTERN DISTRICT OF MICHIGAN
 SOUTHERN DIVISION

UNITED STATES OF AMERICA,
 Plaintiff,
 v.
 CITY OF JACKSON POLICE DEPARTMENT,
 Defendant.

GERALD E. ROSEN

CIVIL ACTION NO.
 91-CV-73744-DT

CONSENT DECREE

This action was brought by the United States against the City of Jackson Police Department (hereinafter referred to as "defendant") to enforce the provisions of Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. Section 2000e et seq., (hereinafter referred to as "Title VII"), following receipt by the Department of Justice from the Equal Employment Opportunity Commission of a charge filed by Annette Marie Watts.

In its complaint the United States alleges, inter alia, that defendant has violated Title VII by failing or refusing to hire Annette Marie Watts to the position of Parking Checker (a traffic enforcement agent) because of her religion. This Decree resolves all issues raised by the complaint.

Defendant denies that it has discriminated in any manner against Annette Marie Watts or others on the basis of religion in violation of Title VII. Nevertheless, the parties, desiring that

this action be settled by an appropriate consent decree and without the burden of protracted litigation, agree to the jurisdiction of this Court over the parties and the subject matter of this action. The parties waive, for purposes of this Decree only, a hearing and findings of fact and conclusions of law on all issues, and further agree to the entry of this Order as final and binding among themselves as to the issues raised in the complaint filed in this case.

This Decree, being entered with the consent of the parties, shall in no way constitute an adjudication or finding on the merits of the case, nor be construed as an admission by the defendant or a finding of any wrongdoing or violation of any applicable federal or state law or regulation. It is therefore, ORDERED, ADJUDGED AND DECREED, as follows:

A. GENERAL RELIEF

(1) Defendant by and through its officials, agents, employees and all persons in active concert or participation with defendant in the performance of employment or personnel functions, shall not engage in any act or practice which has the purpose or effect of unlawfully discriminating against any applicant or potential applicant for employment in a position with the City of Jackson Police Department because of that individual's religion.

(2) Defendant agrees not to retaliate against or in any respect adversely effect any person because that person has

opposed allegedly discriminatory policies or practices, has filed an EEOC charge, or has participated in or cooperated with the initiation, investigation, litigation or administration of this case or this Decree.

(3) Defendant shall provide training in equal employment opportunity, interviewing, evaluation and other basic supervisory skills to all law enforcement personnel involved in hiring in the City of Jackson Police Department. A description of the training shall be submitted to counsel for the United States within one (1) year from the date of entry of this Decree.

B. SPECIFIC RELIEF

The United States alleges that defendant has failed or refused to hire Annette Marie Watts to the position of Parking Checker on the basis of her religion, as that term is defined in Section 701(j) of Title VII, 42 U.S.C. Section 2000e(j). Without admitting to the contentions of the United States, and in settlement of the claim of the United States for relief on behalf of Ms. Watts, as well as in settlement of the claim of Ms. Watts if she accepts the relief provided her by this Decree, defendant agrees to the following:

(1) Defendant shall offer to pay Ms. Watts a monetary award in the amount of \$35,000.00 for the period of time between September 10, 1986, when Ms. Watts was to begin her employment in the position of Parking Checker, until the date when Ms. Watts

determined that she was no longer interested in the position of parking checker.

(2) In order to accept the award to be offered by defendant under the Decree, Ms. Watts must execute a Release in the manner attached as Appendix B.

(3) Ms. Watts' monetary award is an amount agreed upon by the parties and Ms. Watts in settlement of a dispute as to the amount of back wages she claims.

(4) Plaintiff and Defendant acknowledge that there is a present uncertainty as to whether Ms. Watts' monetary award is subject to income tax and FICA. To make certain that the parties have fulfilled the maximum legal responsibility possible, Plaintiff and Defendant have agreed that Ms. Watts' monetary award shall be subject to income tax and FICA withholding. Defendant shall separately pay the appropriate employer's contribution to any Social Security fund due on the monetary award; i.e., the employer's contribution shall not be deducted from the monetary award to Ms. Watts.

(5) Defendant agrees to notify Ms. Watts of the terms of this Consent Decree within seven (7) days of its entry by mailing to her, by certified mail, return receipt requested, a copy of the letter in the form set forth in Appendix A and enclosing a copy of this Decree and a copy of the Release form attached as Appendix B. The letter identified as Appendix A will advise Ms. Watts that in order to accept the relief offered she must return

the Appendix B Release to defendant within thirty (30) days of her receipt of the Appendix A letter.

(6) Defendant shall pay Ms. Watts her monetary award within thirty (30) days of its receipt of the executed Appendix B Release.

C. RECORDS

(1) Defendant shall retain during the life of this Consent Decree records necessary to document the implementation of this Decree including: (a) an accounting of the steps taken to accommodate the religious observance, practice and/or belief of an employee who requests such accommodation; and (b) a copy of all notice letters sent by defendant pursuant to this Decree, a copy of any related return receipts, and any returned release form executed by Ms. Watts.

(2) During the life of this Decree, defendant shall make all documents described in C(1) supra, available for inspection and copying, at the expense of the Department of Justice, within thirty (30) days of any written request sent by the Department of Justice to defendant's attorney. Defendant shall similarly furnish information or reports on matters relevant to compliance with and implementation of the Decree to the Department of Justice upon written request to defendant's attorney.

D. IMPLEMENTATION

(1) The parties shall attempt to resolve informally any disputes that may occur under this Consent Decree. If the parties are unable to reach agreement within thirty (30) days after a matter has been brought to the attention of one of the parties by another party, the issue may be submitted by either party to the Court for resolution.

(2) The Court shall retain jurisdiction over this Consent Decree during the life of this Decree for the purposes of enforcing this Decree, resolving any disputes that may arise between the parties under this Decree and entering such orders as may be appropriate.

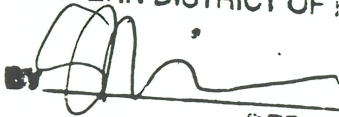
(3) This Decree shall terminate two years from the date of its entry. Prior to its termination any party may move, for good cause shown, to extend the duration of the Decree.

(4) Each party shall bear its own costs and expenses, including attorney's fees.

DONE AND ORDERED this ____ day ^{APR 10 1992}____, 1992.

GERALD E. ROSEN

UNITED STATES DISTRICT JUDGE

A TRUE COPY
CLERK, U.S. DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN

DEPUTY CLERK

Agreed and Consented To:

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For Defendant City of Jackson
Police Department

For Plaintiff United States

A P P E N D I X A

NOTICE LETTER

United States v. City of Jackson Police Department

[Date]

Annette Marie Watts
1012 Martin Street
Jackson, Michigan 49203

Dear Ms. Watts:

A Consent Decree has been entered settling a complaint of employment discrimination filed by the United States against the City of Jackson Police Department.

Under the terms of the Consent Decree entered on [date], in the case of the United States v. City of Jackson Police Department, Civil Action No. 91-CV-73744-DT (E.D. Mich.), you are being offered a monetary award as settlement for any claims of religious discrimination that you may have against the City of Jackson Police Department arising out of the above case or EEOC Charge Number 054-86-5040.

As a monetary award, you are being offered \$35,000.00, subject to any income tax and FICA as required by law.

You may obtain the monetary award by completing and returning the enclosed Release to the following address: [address]. The Release may be returned by mail or in person. If you return the Release in person, please bring your social security card or other identification with you. You will at that time be asked to sign the Release before a notary public. If you return your release by mail, the Release must be signed in the presence of a notary public and thereafter notarized before you mail it.

The monetary award is offered to you on the following condition: if you accept it, the City of Jackson Police Department will require you to release it from all employment discrimination claims you may presently have against it on the basis of your religion arising out of this case or EEOC Charge Number 054-86-5040.

If you accept the monetary award, you will be sent \$35,000.00 within thirty (30) days of receipt by the City of Jackson Police Department of your Release.

IF YOU FAIL TO SUBMIT THE RELEASE AND ELECTION FORM, AS DIRECTED IN THIS LETTER, WITHIN THIRTY (30) DAYS FROM YOUR RECEIPT OF THIS LETTER, YOU WILL FORFEIT YOUR RIGHTS TO ANY MONETARY AWARD UNDER THIS DECREE, UNLESS YOU CAN SHOW GOOD CAUSE FOR YOUR FAILURE TO DO SO WITHIN A REASONABLE TIME THEREAFTER.

A copy of the Consent Decree is enclosed. If you have any questions concerning this settlement, you may contact Darya Geetter, attorney for the United States Department of Justice at (202) 514-3384.

Sincerely,

Mary P. Cauley, Esq.
Attorney for the City of Jackson
Police Department

Encl.

A P P E N D I X B

RELEASE

United States v. City of Jackson Police Department

STATE OF _____

COUNTY OF _____

For and in consideration for the payment of a monetary award by the City of Jackson Police Department, pursuant to the provisions of the Consent Decree entered by the Honorable Gerald Rosen, United States District Judge, on [date] in United States v. City of Jackson Police Department, Civil Action No. 91-CV-73744-DT (E.D. Mich.), I, _____, hereby release and forever discharge the City of Jackson Police Department, its current and future officials, employees and agents, of and from all legal and equitable claims arising out of that action or EEOC Charge Number 054-86-5040.

I further agree to discontinue any pending claim or action, whether legal, equitable or administrative, which I may have against the City of Jackson Police Department arising out of that action or EEOC Charge Number 054-86-5040.

I understand that the monetary award offered to me in consideration for this Release does not constitute an admission by any of the parties released of the validity of any claim raised by me or on my behalf.

This Release constitutes the entire agreement between the City of Jackson Police Department and myself, without exception or exclusion.

I acknowledge that a copy of the Consent Decree in this action has been made available to me.