

**SETTLEMENT AGREEMENT BETWEEN THE UNITED STATES AND THE TOWNSHIP OF
NEVILLE, PENNSYLVANIA**

I. FACTUAL AND JURISDICTIONAL BACKGROUND

1. This matter arises from an Equal Employment Opportunity Commission ("EEOC") charge filed by Ms. Tammy Casto (EEOC Charge No. 172A01127). Ms. Casto's charge alleges that the Township of Neville ("the Township") discriminated against her on the basis of her sex. The EEOC issued a determination on this charge that reasonable cause existed to believe that the Township had discriminated in employment against Ms. Casto on the basis of her sex in violation of Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e *et seq.* ("Title VII"). After conciliation was unsuccessful, the EEOC referred the charge to the Department of Justice, pursuant to §706(f)(1) of Title VII. The United States Department of Justice conducted a supplemental investigation.
2. The United States alleges, *inter alia*, that the Township has violated Title VII among other ways by: 1) failing or refusing to hire Ms. Casto for a part-time Police Officer position in the Police Department; and 2) failing or refusing to take appropriate action to remedy the effects of the discriminatory treatment against Ms. Casto.
3. Title VII applies to the Township, because it is a person within the meaning of 42 U.S.C. § 2000e(a) and an employer within the meaning of 42 U.S.C. § 2000e(b).
4. The United States and the Township, desiring that this matter be settled by appropriate Settlement Agreement, and without the burden of protracted litigation, voluntarily enter into this Agreement. The parties also hereby agree that this Agreement is final and binding between them with regard to the issues raised in Ms. Casto's charge. This Agreement shall expire (2) years from its effective date.
5. This Agreement, in whole or in part, shall not be construed as an admission by the Township of liability nor as an acceptance by the United States of any argument which the Township has previously made or may subsequently make as to the substance of the United States' allegations.

The parties hereby agree as follows:

II. DEFINITION AND PARTIES

6. The parties to this Agreement are the United States, by the Department of Justice ("United States"), and the Township of Neville ("the Township").
7. "Day" or "Days", as used herein, refers to calendar and not business days.
8. "Effective date of this Agreement" is the date of the latest signature below.

III. GENERAL NON-DISCRIMINATION PROHIBITIONS

9. The Township, by and through its officials, agents, employees and all persons in active concert or participation with it, will not:
 - a. engage in any act or practice that unlawfully discriminates against any employee, applicant, or potential applicant for employment in a law enforcement position with the Township on the basis of sex;

and

b. retaliate against or in any way adversely affect the terms and conditions of employment of any person because that person has opposed any practice made unlawful by Title VII, filed a charge with the EEOC, or testified, assisted or participated in any manner in an investigation, proceeding or hearing under Title VII, including, but not limited to, the above-referenced EEOC charge or this Settlement Agreement.

IV. SELECTION AND ASSIGNMENT PROCEDURES

10. Within sixty (60) days from the effective date of this Agreement, the Township shall implement a selection procedure for full and part-time Police Officer positions that complies fully with Title VII.

11. The Township's selection procedure for full and part-time positions shall, at a minimum, require the following:

a. Each Police Officer vacancy in the Township's Police Department shall be advertised in a newspaper of general circulation in the Township at least three (3) times during the three (3) week period before any applicable closing date for acceptance of applications. Each vacancy shall also be posted in a prominent place at the Police Department for a period of at least three (3) weeks. The advertisements and posting shall:

i. emphasize that the Township is an equal opportunity employer;

ii. summarize the minimum qualifications required for the position;

iii. specify the application procedures;

iv. specify the starting salary or salary range;

v. specify the closing date for applications; and

vi. state the name and address of the office to which applications must be submitted.

b. In selecting a Police Officer, the selecting officials shall review, at a minimum, all resumes and applications received in the previous six months and any additional resumes and applications received in response to the vacancy announcement at issue.

c. Whenever an applicant for a vacant Police Officer position is interviewed as part of the selection procedure for filling such a position, a written list of job-related questions shall be prepared by the selecting officials and all applicants shall be asked the same questions in addition to whatever other related follow-up questions the interviewer(s) deem appropriate.

e. In filling any Police Officer position, the selecting officials shall utilize non-discriminatory selection procedures that do not unlawfully discriminate on the basis of sex.

12. Nothing contained in this Agreement obligates the Township to hire unnecessary personnel or unqualified persons as measured by non-discriminatory qualification standards for the position of Police Officer.

V. NON-DISCRIMINATION POLICIES AND PROCEDURES

13. Within sixty (60) days from the effective date of this Agreement, The Township shall implement policies and procedures that prohibit employment discrimination on the basis of sex with respect to law enforcement positions with the Township and prohibit retaliation against a person for opposing any practice made unlawful by Title VII, filing a charge with the EEOC, or testifying, assisting or participating in any manner in an investigation, proceeding or hearing under Title VII. The policies and procedures shall, at a minimum, include the following information:

- a. a description of the manner in which an employee may make a written or verbal complaint of discrimination based on sex;
- b. contact information for the individual(s) to whom complaints of discrimination may be made;
- c. a bypass procedure specifying that employees may report complaints to an appropriate official other than the alleged discriminator(s);
- d. a requirement that all complaints of discrimination will be promptly and objectively investigated;
- e. a requirement that appropriate corrective action will be taken against any individual found to have violated the policies prohibiting discrimination; and
- f. a requirement that the Township will make good faith efforts to provide the results of an investigation of a sex discrimination complaint to the complaining party, in writing, no later than thirty (30) days from the date the request or complaint is received.

14. Within forty-five (45) days from the effective date of this Agreement, the Township shall submit a copy of all policies and procedures described in Paragraph 13, above, including any revised policies and procedures, to counsel for the United States for review.

VI. NOTICE TO EMPLOYEES

15. Within ten (10) days from the date upon which the Township implements the policies and procedures set forth in Paragraph 13, above, the Township shall distribute copies of such policies and procedures to all employees in the Township's Police Department. Each employee shall sign an acknowledgment that she or he has read and understood such policies, and the signed acknowledgment shall be placed in each employee's personnel file.

VII. TRAINING

16. Within one hundred and eighty (180) days from the effective date of this Agreement, the Township shall provide mandatory training regarding Title VII's prohibitions against sex discrimination to all Township officials and employees who are involved in the hiring and selection procedure of employees in the Township's Police Department, and to all Township officials and employees who are authorized to receive and investigate complaints of sex discrimination. The training shall be provided by an individual or an entity selected by the Township at the Township's expense. The individual or the entity must be approved by the United States. If any personnel required to attend the training do not do so, make-up session(s) shall be held for those personnel.

17. No later than thirty (30) days prior to the date of the training, the Township shall inform the United States of the identity of the individual or business entity that it designates to conduct the training required by Paragraph 16. The Township shall also provide a description of the qualifications of such

individual or business entity.

18. Within thirty (30) days following the completion of the training required by Paragraph 16, above, the Township shall provide to the United States copies of all training materials used, as well as written verification that the training has been completed and that all employees required by Paragraph 16, above, to attend such training in fact did so.

VIII. RECORD RETENTION AND COMPLIANCE MONITORING

19. The Township shall retain all records, in whatever form (including any computer disks and computer, video or audio tapes) necessary to monitor the implementation of this Agreement or as otherwise required by applicable federal and state record retention requirements, including, but not limited to:

- a. all vacancy announcements, advertisements, employment applications, personnel files, interview questions, interview notes, eligibility lists, correspondence, memoranda, and any other records pertaining to hiring for the position of Police Officer;
- b. the provisions of any policies on non-discrimination in effect, and a record of the effective date or dates of those provisions;
- c. any posted notices or poster(s) displayed in the Township work areas intended to convey information regarding the prohibition of discrimination in the workplace, as provided for in Paragraph 13, above;
- d. copies of the Township's non-discrimination policies and procedures made available to employees, as provided for in Paragraph 15, above; and
- e. all documents that come into the Township's possession relating to written or verbal complaints of sex discrimination or retaliation from any employee, applicant, or potential applicant for employment with the Township or its component organizations, including documents relating to the Township's investigation and resolution of any such complaints.

20. The United States may review compliance with this Agreement at any time and shall have the right to inspect and copy any documents that are relevant and necessary to monitor the Township's compliance with this Agreement, upon thirty (30) days written notice to the Township.

IX. SPECIFIC RELIEF FOR TAMMY CASTO

In settlement of the claims of the United States for relief on behalf of Tammy Casto, the Township agrees to do the following:

21. The Township shall offer Ms. Casto a part-time Police Officer position in its Police Department, with a remedial seniority date for all purposes of April 13, 2000. If Ms. Casto accepts this offer, the Township shall make the position available to her no later than eighteen (18) months from the effective date of this Agreement. The remedial seniority date of April 13, 2000 shall apply to salary increases (such that Ms. Casto will be instated at the wage rate she would be entitled to had she been hired on her remedial seniority date), all non-competitive job benefits that are based on time served in the position, and competitive seniority status for all purposes, with the exception of time served as a Police Officer for the purpose of determining promotion to a higher position (to the extent time served as a Police Officer is a relevant consideration).

22. The Township shall offer to pay Ms. Casto a total monetary settlement in the amount of \$ 15,000 in compensatory damages. No withholdings shall be made by the Township from the monetary amount, although the Township shall issue an Internal Revenue Service (IRS) 1099-Misc Form to Ms. Casto and report this award to the IRS and any other applicable taxing authority.
23. No later than ten (10) days from the effective date of this Agreement, the Township shall notify Ms. Casto of the terms of this Agreement by mailing to her, by certified mail, return receipt requested, a notice letter, similar to Appendix A hereto, a copy of this Agreement, and a copy of a Release in the form set forth in Appendix B hereto.
24. The Township shall also send a copy of the notice letter referred to in Paragraph 23, above, to the United States at the same time it sends the notice letter to Ms. Casto.
25. To accept the relief offered her by the Township under this Settlement Agreement, Ms. Casto must execute before a notary public the Release provided with the notice letter, complete and sign the election form provided with the notice letter and return both to the Township within thirty (30) days after the date she receives the notice letter. This time may be extended if Ms. Casto can show good cause to do so, to be determined by the United States, within a reasonable time thereafter for her failure to return the properly completed forms.
26. The Township shall provide the United States with a copy of Ms. Casto's executed Release within ten (10) days after its receipt. Within fifteen (15) days from the date of its receipt of Ms. Casto's executed Release, the Township shall mail to Ms. Casto a check made payable to her in the amount of \$ 15,000.

X. DISPUTE RESOLUTION

27. If the United States believes that this Agreement or any portion of it has been violated, it will raise the concern(s) with the Township, and the parties will attempt to resolve the concern(s) in good faith. The Township will be given twenty-one (21) days to cure any alleged breach of this Agreement prior to the institution of any enforcement action.
28. After complying with Paragraph 27, the United States may institute a civil action in the appropriate United States District Court to enforce this Agreement, if it believes that this Agreement or any requirement thereof has been violated and that the Township has failed to remedy that alleged violation.

XI. IMPLEMENTATION

30. The Attorney General is authorized, pursuant to Section 706(f)(1) of Title VII, 42 U.S.C. § 2000e-5 (f)(1), to institute a civil action against a local government employer when the EEOC has determined that there is reasonable cause to believe, based on a charge of employment discrimination, that a violation of Title VII has occurred and the EEOC has been unable to secure an acceptable conciliation agreement. These preconditions exist with respect to EEOC Charge No. 172A01127, filed by Ms. Casto. In consideration for the measures agreed to be taken by the Township in this Agreement, including offering the relief to Ms. Casto set forth in this Agreement, the Attorney General will not institute any civil action alleging employment discrimination by the Township on the basis of EEOC Charge No. 172A01127, filed by Ms. Casto.
31. Within sixty (60) days after the effective date of this Agreement, the United States will issue to Ms.

Casto a notice of right to sue on EEOC Charge No. 172A01127 pursuant to Section 706(f)(1) of Title VII, 42 U.S.C. § 2000e-5(f)(1).

XII. GENERAL PROVISIONS

32. Nothing in this Agreement precludes the Attorney General from bringing any action under any statute or regulation against the Township based on a charge or complaint other than EEOC Charge No. 172A01127.

33. A signatory to this document in a representative capacity for either party represents that he or she is authorized to bind that party to this Agreement.

34. Failure of the United States to enforce this entire Agreement or any provision thereof with regard to any provision herein shall not be construed as a waiver of its right to do so with regard to other provisions of this Agreement.

35. The parties to this Agreement agree that this Agreement is a public document. The parties further agree that this Agreement constitutes the entire agreement between the parties on the matters raised herein. No other statement, promise, or agreement, either written or oral, made by either party or agents of either party, that is not contained or referenced in this written Agreement, shall be enforceable. Copies of this Agreement shall be made available to any person by either party upon request to that party.

36. The parties shall bear their own costs in this dispute, including attorney's fees, except that the parties shall retain the right to seek costs for any matter which, in the future, may arise from this Agreement and require resolution by a Court.

37. All documents required to be delivered under this Agreement to the United States shall be sent by overnight mail to the attention of:

Chief
Employment Litigation Section
U.S. Department of Justice
Civil Rights Division
Employment Litigation Section
601 D Street, N.W.
PHB, Fourth Floor
Washington, D.C. 20004
Phone: (202) 514-3831
Fax: (202) 514-1105

38. All documents required to be delivered under this Agreement to the Township shall be sent to the attention of:

John A. Mulroy, Esq.
Gaitens, Tucceri & Nicholas, P.C.
Attorneys at Law
519 Court Place
Pittsburgh, Pennsylvania 15219
Phone: (412) 391-6290

AGREED AND CONSENTED TO:

On behalf of the United States of America:

R. ALEXANDER ACOSTA
Assistant Attorney General
Civil Rights Division

BY:

_____ Date _____
DAVID J. PALMER
Chief, Employment Litigation Section
Civil Rights Division

_____ Date _____
WILLIAM B. FENTON
ELAINE GRANT
Attorneys
Employment Litigation Section
Civil Rights Division
U. S. Department of Justice

950 Pennsylvania Avenue, N.W.
Room 4910 PHB
Washington, D.C. 20530
(202) 305-8686

On behalf of the Township of Neville, Pennsylvania:

_____ Date _____
JOHN A. MULROY
Gaitens, Tucceri & Nicholas, P.C.
Attorneys at Law
519 Court Place
Pittsburgh, Pennsylvania 15219
(412) 391-6290

APPENDIX A

NOTICE LETTER

[Date]

Tammy Casto
15 Rosamond St.
McKees Rocks PA 15136

Dear Ms. Casto:

A Settlement Agreement has been reached between the United States and the Township of Neville ("Township") based on the charge of discrimination you filed with the U.S. Equal Employment Opportunity Commission.

Under the terms of the Settlement Agreement, you are being offered certain relief as settlement for your claim of employment discrimination against the Township based on your EEOC charge.

First, you are being offered a monetary settlement in the amount of \$15,000. Second, you are being offered a position of part-time Police Officer in the Township's Police Department with a remedial seniority date for all purposes of April 13, 2000. If you accept this offer, the Township shall make such a position available to you no later than eighteen (18) months from the effective date of the Settlement Agreement. The remedial seniority date of April 13, 2000 shall apply to salary increases (such that you will be instated at the wage rate you would be entitled to had you been hired on your remedial seniority date), all non-competitive job benefits that are based on time served in the position, and your competitive seniority status for all purposes, with the exception of time served as a Police Officer for the purpose of determining promotion to a higher position (to the extent time served as a Police Officer is a relevant consideration).

This relief is being offered to you on the following condition: if you accept the relief, you will be required to release the Township, and its current and former officials, employees and agents, from all employment discrimination claims which you may have against them arising out of EEOC Charge No. 172A01127. If you decline the relief, the Township will nevertheless have satisfied its obligation to the United States pursuant to the Settlement Agreement and the United States will not seek additional relief on your behalf.

You do not have to accept the job opportunity relief in order to accept the monetary award. However, in order to obtain the offered relief, or any part of it, you must execute the enclosed Release before a notary public, fill out and sign the enclosed Election Form, and return both documents **within thirty (30) days from your receipt of this letter**. The Release and Election Form may be returned by mail or in person. If you return the Release and Election Form in person, please bring your social security card or other identification with you. You will at that time be asked to execute the Release before a notary public. If you return the Release and Election Form by mail, the Release must be signed in the presence of a notary public and thereafter notarized before you mail it. If you return the Release and Election Form by mail, you should, after making copies for your own records, send them to:

John A. Mulroy, Esq.
Gaitens, Tucceri & Nicholas, P.C.
Attorneys at Law
519 Court Place
Pittsburgh, Pennsylvania 15219

If you accept the monetary amount offered to you, the Township will send you a check made payable to you within fifteen (15) days of its receipt of your completed and notarized Release and Election Form. The Township will issue you an Internal Revenue Service Form 1099 or an equivalent form, and you will have sole responsibility for paying any taxes, including federal income tax and any applicable state or local taxes, due on the monetary amount. You should consult with a tax advisor if you have any questions regarding the taxability of this monetary amount.

As set forth in Paragraph 31 of the Settlement Agreement, the United States will, within sixty (60) days after the effective date of the Agreement, issue to you a notice of your right to sue on EEOC Charge No. 172A01127. If, however, you accept any of the relief being offered you by the Township pursuant to the

Settlement Agreement, and so signify your acceptance by executing the enclosed Release and Election Form, you will thereby agree not to exercise your right to file suit on that charge.

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 RELIEF UNDER THE SETTLEMENT AGREEMENT, UNLESS YOU CAN SHOW GOOD CAUSE FOR YOUR FAILURE TO DO SO WITHIN A REASONABLE TIME THEREAFTER.

A copy of the Settlement Agreement is enclosed. If you have any questions concerning the Settlement Agreement, you may contact Elaine Grant, the attorney representing the Department of Justice in this matter, at (202) 305-8686.

Sincerely,

 John A. Mulroy, Esq.
 Gaitens, Tucceri & Nicholas, P.C.
 Attorneys at Law
 519 Court Place
 Pittsburgh, Pennsylvania 15219
 (412) 391-6290
 Representative for the Township of Neville

Enclosures

cc: Elaine Grant

APPENDIX B

RELEASE

State of Pennsylvania }

County of Allegheny }

STATE OF _____

COUNTY OF _____

For and in consideration of the acceptance of the relief, or any part of it, offered to me by the Township of Neville, Pennsylvania pursuant to the provisions of the Settlement Agreement between the United States and the Township of Neville, Pennsylvania, I, Tammy Casto, hereby release and forever discharge the Township of Neville, its current and future officials, employees and agents, of and from all legal and equitable claims arising out of EEOC Charge No. 172A01127. I further agree that I will not exercise my right to institute against the Township of Neville, Pennsylvania any civil action alleging employment discrimination on the basis of EEOC Charge No. 172A01127 or any of the facts alleged therein.

This Release and the referenced Settlement Agreement constitutes the entire agreement between the

Defendant Township of Neville and myself without exception or exclusion.

I acknowledge that a copy of the Settlement Agreement between the United States and the Township of Neville, Pennsylvania resolving this matter between them has been made available to me.

I HAVE READ THIS RELEASE AND UNDERSTAND THE CONTENTS THEREOF AND I EXECUTE THIS RELEASE OF MY OWN FREE ACT AND DEED.

Signed this ____ day of _____, 2004.

Tammy Casto

Sworn and subscribed to before me this ____ day of _____, 2004

NOTARY PUBLIC

My commission expires: _____

ELECTION FORM

Please complete by checking the appropriate response to each of the following:

A. Monetary Amount

____ I hereby accept the offer of \$15,000 contained in the Settlement Agreement between the United States and the Township of Neville, Pennsylvania.

B. Job and Remedial Seniority

____ I hereby accept the offer of a part-time Police Officer position with the Township of Neville in its Police Department, with a remedial seniority date of April 13, 2000, contained in the Settlement Agreement between the United States and the Township of Neville, which position the Township of Neville is required to make available to me no later than eighteen (18) months from the effective date of this Agreement.

____ I decline the job offer award.

Date _____

Signature: _____

TO RECEIVE EITHER RELIEF OFFER, YOU MUST ALSO COMPLETE AND RETURN THE ENCLOSED RELEASE. FAILURE TO RETURN THE RELEASE AND THIS FORM WITHIN THIRTY (30) DAYS MAY RESULT IN YOUR FORFEITURE OF THE RELIEF OFFERS UNLESS GOOD CAUSE IS SHOWN FOR YOUR FAILURE TO DO SO.

RETURN THE COMPLETED FORMS IN THE ENCLOSED ENVELOPE ADDRESSED TO:

John A. Mulroy, Esq.
Gaitens, Tucceri & Nicholas, P.C.
Attorneys at Law
519 Court Place
Pittsburgh, Pennsylvania 15219
(412) 391-6290