

CLOSED

6 pages
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UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION,

Plaintiff,

v.

DAIMLER CHRYSLER CORPORATION

Defendant.

03-75137
ROBERT H. CLELAND

Case No. 03-XXXXX

Honorable

RECEIVED
DEC 23 2003

CLERK'S OFFICE
U.S. DISTRICT COURT

ADELE RAPPORT (P44833)
ROBERT DAWKINS (P38289)
TAMMY KLEIN (P60256)
Equal Employment Opportunity
Commission
477 Michigan Ave., Room 865
Detroit, Michigan 48226
(313) 226-5673

GREGORY S. PURTELL (P42166)
Daimler Chrysler Corporation
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CONNIE HARPER (P26448)
UAW - International Union
8000 E. Jefferson Avenue
Detroit, Michigan 48214
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SETTLEMENT AGREEMENT

On December 22, 2003, this matter was commenced by the United States Equal Employment Opportunity Commission, (the "Commission") against Daimler Chrysler, (Chrysler") on behalf of Charging Party, Jill Snook ("Charging Party" or "Snook"). The Commission's Complaint alleged that Snook was denied the reasonable accommodation of a sign language interpreter and denied a modified shift time. The Commission's Complaint further alleged that Snook was disciplined differently because of her disability (hearing impaired and visually impaired).

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DETROIT

FINAL DISPOSITION

1. Through this Settlement Agreement, ("Agreement") Plaintiff, the Commission, on behalf of Jill Snook and Defendant, Chrysler, desire to forever resolve all issues raised, presented, or joined in Civil Action Number 03-XXXXXX without the burden, expense and potential delay of further litigation, and intend to be bound by the promises made herein.

STIPULATED FACTS

2. The Parties stipulate and agree that the EEOC is the agency of the United States government authorized to investigate allegations of unlawful employment discrimination, to bring civil actions to prohibit unlawful employment practices and to seek relief for individuals affected by the practices complained of in this lawsuit.

3. Defendant, Chrysler, is an employer engaged in an industry affecting commerce within the meaning of Section 701(g) and (h) of Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000e(g) and (h), which is incorporated by reference in the ADA. Chrysler had at least fifteen (15) employees for twenty (20) or more calendar weeks during the relevant time period.

4. Pursuant to the ADA, the Parties acknowledge the jurisdiction of the United States District Court for the Eastern District of Michigan (Southern Division) over the subject matter and Parties to this case for the purpose of entering this Agreement, and, if necessary, enforcing the provisions of this Agreement.

5. Venue is appropriate in the Eastern District of Michigan (Southern Division). For purposes of this Agreement and proceedings related to this Agreement only, Defendant agrees that all statutory conditions precedent to the institution of this lawsuit have been fulfilled.

MONETARY RELIEF

6. Defendant, Chrysler, agrees to pay Jill Snook monetary relief on the amount of fifty-two thousand dollars (\$52,000.00) within fourteen (14) days of the acceptance and signing of this Decree and a mutually agreeable release with Chrysler. Taxes and other statutory deductions shall be deducted from said amount. The funds are to be paid directly to Snook, via certified mail at 4850 Venetian, Sterling Heights, MI 48310, with a copy of the check sent to Adcle Rapport, Regional Attorney, Equal Employment Opportunity Commission, 477 Michigan Avenue, Room 865, Detroit, Michigan 48226.

NON-MONETARY RELIEF

7. Chrysler agrees to provide Snook with an Alpha Pager, which will enable her to communicate with her supervisor and other members of the staff as necessary throughout the day. In addition, Chrysler agrees to engage in the interactive process with Snook, should Snook need additional accommodations, such as modified start time, in the future. Furthermore, Chrysler agrees to provide Snook with the use of a sign language interpreter for any and all meetings, safety or other wise, that other employees are invited to attend. Chrysler also agrees that it will provide interpreters for any meetings involving personnel issues, including explanation of benefits, any disciplinary issues or wage issues. Also, Chrysler agrees to redact any negative references contained in her personnel file and her labor relations file, regarding the discipline that was imposed upon her as the result of the physical altercation with a fellow employee.

NON-DISCRIMINATION

8. Chrysler and its officer, agents, employees, successors, assigns and all persons in active concert of participation with it, shall comply with the ADA and agree to not discriminate against any employee or union member with a disability. Chrysler agrees to engage in the interactive

process with disabled employees who request an accommodation. Chrysler also agrees to accommodate employees as required by the ADA.

NON-RETALIATION

9. Chrysler through its directors, officers, agents, successors, assigns, employees and members, will not retaliate against any person known to them who participated or cooperated in the investigation and prosecution by the EEOC of Charge Number 230-A1-0669 filed under the American with Disabilities Act.

POSTING OF NOTICE

10. Chrysler agrees to post a mutually agreeable notification, attached as Attachment A, in at least one (1) conspicuous place at its Auburn Hills, Headquarters, which sets forth employees' rights regarding the federal anti-discrimination laws. This Notice shall be posted for three (3) years from the entry of this Agreement. Should any posted copies of the Notice become defaced, marred or otherwise made unreadable, Chrysler agrees to post a readable copy of this Notice in the same manner heretofore specified as soon as practical thereafter.

NON-ADMISSION OF LIABILITY

11. Chrysler has denied all allegations set forth in Civil Action 03-XXXXX, along with any and all inferences of wrongdoing, and neither its consent to the entry of this Agreement, nor any of the terms or conditions set forth herein shall constitute an adjudication or finding on the merits of the case or be construed as an admission of liability, wrongdoing, guilt, and/or violation of federal law, which Chrysler denies.

ALLOCATION OF COST

12. The Parties agree to pay their respective costs and attorneys fees associated with the drafting and enforcement of this Agreement.

SEVERABILITY CLAUSE

13. If any provision of this Agreement is found to be unenforceable by a Court, only the specific provision in question shall be affected and the other enforceable provisions shall remain in full force.

TRAINING

14. Chrysler agrees to provide training to its corporate and group human resource personnel who are responsible for administering the American with Disabilities Act on the ADA's prohibitions against discharging an employee because of his/her disability. Although the training shall include a broad overview of the Federal Civil Rights Laws and their prohibitions on discrimination, the focus of the training shall be the ADA and an employer's duty to provide a reasonable accommodation if it does not cause an undue hardship and the ADA's prohibitions on discriminatory discharge. The name of the individuals conducting the training and the topics to be discussed shall be sent to Adele Rapport, Regional Attorney, U.S. Equal Employment Opportunity Commission, 477 Michigan Avenue, Room 865, Detroit, Michigan 48226, at least thirty (30) days prior to the training session. A list of the individuals who participated in the training shall be sent to Adele Rapport at the above-mentioned address within fifteen (15) days of training session. All training shall take place within one (1) year of the signing of this Agreement.

In addition, specific training will be given to all individuals who supervise Jill Snook as to the ADA's reasonable accommodation requirements. All such individuals will be given a copy of paragraphs 7 and 9 of this Settlement Agreement, and will be instructed by Daimler management as to their duty to provide an interpreter to Snook on request.

ENTIRE AGREEMENT

Parties. Any modifications to this agreement must be mutually agreed upon in writing and signed by the Parties hereto.

Adele Rapport

ADELE RAPPORT (P4483B)
ROBERT DAWKINS (P38289)
TAMMY KLEIN (P60256)
Equal Employment Opportunity
Commission
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Detroit, Michigan 48226
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Respectfully Submitted,

Gregory S. Purcell

GREGORY S. PURCELL (P42166)
Daimler Chrysler Corporation
1000 Chrysler Drive
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Auburn Hills, Michigan 48326

IT IS SO ORDERED

Robert Deane

HONORABLE

December 18, 2003
DATE

PURSUANT TO RULE 77 (a), FED. R. CIV. P.
COPIES MADE OF THIS ORDER FOR ALL
PARTIES ON

Gregory S. Purcell
DEPUTY CLERK