

SLR:MJG:KHF

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

UNITED STATES OF AMERICA

Plaintiff,

-against-

TRIBOROUGH BRIDGE AND TUNNEL
AUTHORITY a/k/a MTA BRIDGES AND
TUNNELS,

Defendant.

SETTLEMENT AGREEMENT

Civil Action No.
CV-15-6417

(Amon, C.J.)
(Scanlon, M.J.)

INTRODUCTION

WHEREAS, the United States of America, through the United States Attorney's Office for the Eastern District of New York, filed a complaint in this action on November 10, 2015, asserting that the TRIBOROUGH BRIDGE AND TUNNEL AUTHORITY, a/k/a/ MTA BRIDGES AND TUNNELS ("TBTA" or "Defendant"), has engaged in and continues to engage in a pattern or practice of discrimination against pregnant TBTA Bridge and Tunnel Officers, Sergeants, and Lieutenants (collectively, "TBTA Bridge and Tunnel Operating Force Officers or "BTOFO's") in violation of Title VII of the Civil Rights Act of 1964 ("Title VII"). See 42 U.S.C. §§ 2000e-2(a); 2000e(k); and

WHEREAS, the United States maintains that Defendant violated and continues to violate Title VII by declaring BTOFOs unfit for full duty solely because they were pregnant; and

WHEREAS, Defendant denies these allegations; and

WHEREAS, the United States and the TBTA now seek to resolve the United States' claims without the expense, delays, risks, and uncertainties of litigation. By entering into this

Settlement Agreement (“Settlement Agreement”), the TBTA does not admit to the truth of any claims made against it by the United States. Further, nothing in this Settlement Agreement shall be construed as an acknowledgment or admission by the United States that the TBTA has acted, or continues to act, in full compliance with the United States Constitution or federal law;

THEREFORE, the parties agree to and this Court hereby enters this Settlement Agreement pursuant to 42 U.S.C. § 2000e-6 and the terms set forth, as follows:

I. STATEMENT OF AGREEMENT

A. General Provisions and Equitable Relief

1. The TBTA will not discriminate against any prospective, current, or former employees in violation of Title VII, on the basis of sex, including pregnancy;

2. The TBTA will not retaliate against any prospective, current, or former employees in violation of Title VII for engaging in protected activity related to discrimination on the basis of sex, including pregnancy;

3. Within 90 days of the date this Settlement Agreement is fully executed by the parties, (the “Effective Date”), the TBTA will revise its existing EEO policy. This revised policy will comply with Title VII and will be consistent with all other applicable laws and regulations, and will include, among other things, a clear outline of what steps an employee may take if he/she believes that he/she has been discriminated against by the TBTA in violation of Title VII, and the names or position titles of individuals to whom any related communications should be directed. Thirty days prior to finalization, the TBTA will submit a copy of the revised policy for review and approval to the Office of the United States Attorney for the Eastern District of New York, 271 Cadman Plaza East, 7th Floor, Brooklyn, New York 11201, Attention: Kelly