

CLOSED 10

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

TISHA PRATER, et al.,

Plaintiff,

Case No. 08-14339

v.

Hon. Sean F. Cox

DETROIT POLICE DEPT., et al.,

Defendant.


FILED
JUL 27 2010
CLERK'S OFFICE
DETROIT

ORDER OF DISMISSAL

The parties having placed a settlement of this action on the record on this date,

IT IS ORDERED that this action is hereby **DISMISSED WITH PREJUDICE**.

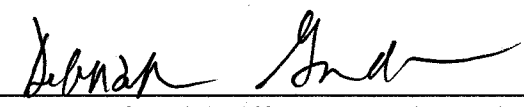
IT IS SO ORDERED.



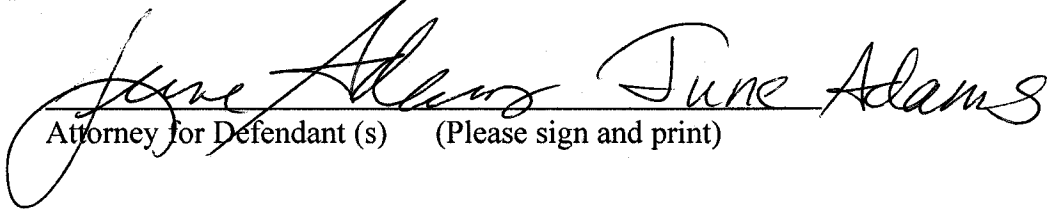
Sean F. Cox
United States District Judge

Dated: 7/27/10

Approved as to
form and substance:

 Deborah Gordon

Attorney for Plaintiff (s) (Please sign and print)



Attorney for Defendant (s) (Please sign and print)

Attorney for Defendant (s) (Please sign and print)

 ACLU of Michigan
Jessie J. Rossman

Partial Settlement Agreement and Release

This Settlement Agreement and Release ("Agreement") is made the ___ day of July, 2010 by and between Angelica Robinson, Sha-Mar Woods, Kelly Lucy, Julie Krupinski, the ACLU Fund of Michigan, the Detroit Police Department ("the Department") and the City of Detroit ("the City") (collectively the "Parties").

- A. On or about October 13, 2008, Robinson, Woods, Lucy and Krupinski (collectively, the "Plaintiffs") filed suit against the Department and the City in the U.S. District Court for the Eastern District of Michigan, Case No.08-CV-14339, claiming that the Department and the City unlawfully discriminated against them based on sex and pregnancy in violation of Title VII of the Civil Rights Act and the Equal Protection Clause of the United States Constitution ("the Lawsuit").
- B. Plaintiffs sought all available relief, including an order declaring that the Department's policy as written and as applied to Plaintiffs violated their rights under Title VII and the Equal Protection Clause of the United States, an injunction prohibiting Defendants from enforcing any discriminatory policies against Plaintiffs or other pregnant officers in the future, an order reinstating plaintiffs to the positions, seniority status, longevity status and other designation that they would have received had there been no wrongdoing by Defendants, whatever other equitable relief appeared appropriate at the time of final judgment, compensatory, punitive and exemplary damages, a judgment for lost wages and benefits, and an award of attorneys fees and costs.
- C. The Parties wish to dispose of and release only the demand for injunctive relief in the Lawsuit by way of this compromise. Nothing in this Agreement shall be deemed to affect in any way Plaintiffs' claims for other relief, including possible reinstatement of banked time, recovery of out of pocket losses, non-economic damages, punitive damages attorney fees and costs.
- D. In consideration of the foregoing and the promises and mutual covenants contained herein, the Parties hereby agree to the following acknowledgements and changes to the Department's policy regarding the treatment of all present and future pregnant officers in the Department.
- E. The Parties expressly represent that this Agreement has been signed by an individual(s) with authority to bind the respective party.

General Statement of Non-Discrimination

1. No employee or applicant will be subject to discrimination on the basis of a pregnancy or anticipated pregnancy.



General Contours of Pregnancy/Restricted Duty/Leave Policy

2. No officer, defined as a sworn member of the Department, shall be required to disclose her pregnancy. No officer shall be questioned as to her pregnancy status, nor shall any officer be sent to medical section for the purpose of testing or inquiry as to her pregnancy status. Female officers will not be subjected to special procedures to determine pregnancy status.
3. An officer shall notify her commanding officer when she believes that she cannot perform her current assignment.
4. No action shall be taken by the Department, or any supervisor or member of command, with respect to any pregnant officer's assignment at the time of the disclosure of her pregnancy unless the officer so requests in writing or presents a letter from her physician, which specifies restrictions or limitations on her ability to perform her current assignment.
5. Restricted duty assignments for pregnant officers shall be made, upon request of a pregnant officer, to the extent she believes she can no longer perform her current assignment.
6. The Department shall develop, publish and train all command staff as to the process for requesting and assigning restricted duty positions per Paragraph 5. This publication will be circulated to all sworn members of the department.
7. Any restricted duty assignment made pursuant to an officer's pregnancy shall not affect the officer's terms or conditions of employment (including, but not limited to, existing benefits, opportunities for court time, seniority, longevity pay, ability to transfer, promotional opportunities, training opportunities or the ability to sit for promotional exams).
8. Any paid leave taken by a pregnant officer shall not affect the officer's terms or conditions of employment (including, but not limited to, opportunities for court time with respect to cases in which the officer participated prior to her leave, seniority, ability to transfer, promotional opportunities and longevity pay).
9. The parties acknowledge that the Department currently abides by the following statements and the Department agrees that it shall continue to do so:
 - a. Placement of an officer onto unpaid leave solely because of pregnancy shall not be considered nor shall it negatively affect such officer's future ability to be transferred or promoted.
 - b. Placement on unpaid leave solely because of pregnancy shall not affect an officer's opportunities for court time with respect to cases in which the officer participated prior to her leave.
10. An officer on unpaid leave solely because of pregnancy shall remain able to obtain longevity pay pursuant to the terms of the Collective Bargaining Agreement in the same manner as any other officer on unpaid leave.
11. Officers placed on paid leave or unpaid leave solely because of pregnancy shall be entitled to sit for promotional exams. The officer shall provide documentation verifying her ability to sit for such an exam.
12. Pregnant officers shall not be prohibited from allocating their banked time in a manner that permits them to maximize the duration of their benefits while on a leave of absence, pursuant

to the terms of the Collective Bargaining Agreement and the department accepted timekeeping methods and/or practices.

Complaints of Pregnancy Discrimination with Department

13. All complaints of discrimination based on pregnancy will be promptly investigated by the Equal Employment Opportunity Coordinator, as is the current practice.
14. All complaints of discrimination based on pregnancy filed by an officer shall be forwarded to the Equal Employment Opportunity Department for investigation, including those submitted to the Equal Employment Opportunity Commission and/or the Michigan Department of Civil Rights.
15. The Department will make good faith efforts to provide the results of the investigation into a complaint of discrimination on the basis of pregnancy to the requesting or complaining party, in writing, no later than (60) days from the date the complaint is received.

Maternity Clothing/Weapons Training

16. Uniforms (including weapon belts) that will accommodate the needs of pregnant officers will be available on the same terms and conditions as they are made available to non-pregnant officers pursuant to the terms of the collective bargaining agreement.
17. During the officer's pregnancy, if needed, the officer may seek a temporary exemption from firearms qualification requirements. The officer shall provide medical documentation of her need for the exemption and the department shall grant the exemption upon receipt of the documentation.

Dispersal of New Policy

18. No later than (90) days after entry of this agreement, the Department shall:
 - a. distribute a copy of the new policy to all supervisors, managers, administrators, and human resources officials in all divisions of the Detroit Police Department. The Department shall obtain and maintain a signed acknowledgement from all aforementioned officers that they have read and understood the policy.
 - b. incorporate the new policy into the Detroit Police Department manual, manuals, and/or similar manuals maintained by the Department and distribute it to all sworn officers in the manner in which such updates are generally circulated. (To the extent the Department makes personnel policies available on any internet or intranet website, this policy will also be made available on the website.)

Training re: Pregnancy Discrimination

19. The parties acknowledge that the Department currently provides mandatory training regarding sexual harassment and discrimination for all of its officers, supervisors and human resources officials in all divisions of the Department and the Department agrees that it shall continue to do so on an annual basis.
20. The parties acknowledge that this training includes a discussion of Title VII's and Elliott Larsen's prohibition on employment discrimination based on sex and pregnancy, a review of the Department's policies regarding the treatment of pregnant officers, and the procedures by which Department employees may submit complaints of sex and pregnancy discrimination. The Department agrees that its training shall continue to include all of these topics, as well as training that advises officers of the contents of this agreement and any subsequent relevant changes in the law.
21. The parties acknowledge that the Department periodically administers this training for newly promoted supervisors and personnel/human resources officials. The Department agrees that it shall continue to do so.
22. The parties acknowledge that the Department requires all persons who undergo the training to sign an acknowledgement of attendance at the training and keeps on file all signed acknowledgements. The Department agrees that it shall continue to do so.

Retention of Records

23. The ACLU of Michigan acknowledges that the Department currently retains all records, including electronic mail, that comes into its possession relating to complaints or charges of employment discrimination based on sex and pregnancy made against the Department or its employees, agents or representatives, and the Department agrees that it shall continue to do so. This includes, but is not limited to, complaints made through the Department's internal complaint procedure, the Equal Employment Opportunity Commission, the Michigan Department of Civil Rights or any other federal or state agency authorized to receive such complaints or charges.
24. The ACLU of Michigan acknowledges that the Department currently prepares written documentation of any verbal complaint of employment discrimination based on sex and pregnancy made against the Department or its employees, agents or representatives, and the Department agrees that it shall continue to do so.
25. For a period of (2) years after the entry of this agreement, the Department shall provide the ACLU of Michigan with a packet on an annual basis containing all such complaints or charges that were received during that period of time. The provision of the packet shall coincide with the end of the Department's fiscal year, which is June 30.
26. For a period of (2) years after the entry of this agreement, the Department shall provide the ACLU of Michigan, if applicable, with copies of modifications or revisions to the Department's policies pertaining to sex and pregnancy discrimination.
27. For a period of (2) years after the entry of this agreement, the Department shall provide the ACLU of Michigan with redacted duty status slips of pregnant officers, along with any

applicable assignment documentation, on an annual basis The provision of this information, which shall include the redacted duty status slips and applicable assignment documentation of all officers who were pregnant at any time during the preceding year, shall coincide with the end of the Department's fiscal year, which is June 30.

By: _____ Date: _____

Detroit Police Department

By: _____ Date: _____

American Civil Liberties Union Fund of Michigan
2966 Woodward Avenue
Detroit, MI 48201
Telephone 313 578 6814


Angelica Robinson

Date: 7-23-10

Sha-Mar Woods

Date: _____

Kelly Lucy

Date: _____

Julie Krupinski

Date: _____

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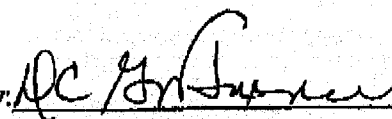
Sha-Mar Woods Date: _____

Kelly Lucy Date: _____


Julie Kupinski Date: 7-23-10

Department of Civil Rights or any other federal or state agency authorized to receive such complaints or charges.

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By: 

Date: 7/26/10

Detroit Police Department

By: _____ Date: _____