



U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION
Newark Area Office

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CONCILIATION AGREEMENT

In the Matter of:

U. S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION,

Chair Jacqueline Berrien,

Joanne DeVito,

and

Joanne Kusterer

Charging Parties

and

Union County Savings Bank

Respondent

Charge #'s 524-2012-01121
 524-2013-00869
 524-2013-00978
 524-2013-00808

Charges having been filed under the Equal Pay Act of 1963 and Title VII of the Civil Rights Act of 1964, as amended, with the U.S. Equal Employment Opportunity Commission (EEOC), by the Charging Parties against the Respondent, the charges having been investigated and reasonable cause having been found, the parties do resolve and conciliate this matter as follows:

I. GENERAL PROVISIONS

1. EEOC May Review Compliance With Agreement - The Respondent agrees that the EEOC, on request of any Charging Party or on its own motion, may review compliance with this Agreement. As a part of such review the EEOC may require written reports concerning compliance, may inspect the premises, examine witnesses and examine and copy documents.
2. Agreement Does Not Constitute Admission of Violation - It is understood that this Agreement does not constitute an admission by any Respondent of any violation of any statute administered by the EEOC.
3. Charging Parties' Covenant Not to Sue - The Charging Parties hereby waive, release and covenant not to sue Respondent with respect to the matters which were alleged in these charges on file with the EEOC, subject to performance by the Respondent of the promises and representations contained herein. The EEOC shall determine whether the Respondent has complied with the terms of this Agreement.
4. All Employment Practices are to be Conducted in a Non-Discriminatory Manner - All hiring, promotion practices, compensation practices, and other terms and conditions of employment shall be maintained and conducted in a manner which does not discriminate on the basis of race, color, sex, religion, national origin or age in violation of any statute administered by the EEOC.
5. Retaliation Prohibited - The Parties agree that there shall be no discrimination or retaliation of any kind against any person because of opposition to any practice declared unlawful under any statute administered by the EEOC or because of the filing of a charge; giving of testimony or assistance or participation in any manner in any investigation, proceeding or hearing under any statute administered by the EEOC.
6. Reporting Provisions - The Respondent agrees to retain the records and to provide the written reports under the subsequent section of this Agreement entitled "Reporting Provisions." Reports will be furnished to the Office of the EEOC which has signified final approval of this Agreement.
7. Enforcement of Agreement - The parties agree that this Agreement may be specifically enforced in court and may be used as evidence in a subsequent proceeding in which any of the parties allege a breach of this Agreement.
8. Impact Upon EEOC's Processing - EEOC agrees not to use the subject charge as the jurisdictional basis for a civil action under the ADA, but does not waive or in any manner limit its right to process or seek relief in any other charge or investigation including, but not limited to, a charge filed by a member of the Commission against the Respondent.

II. RELIEF

1. Respondent will comply with the Title VII of the Civil Rights Act of 1964, as amended, and the Equal Pay Act of 1963, in any phase of employment including compensation, fringe benefits (including but not limited to health insurance), recruitment, hiring, job assignment, promotion, termination, training, and other terms, conditions, or privileges of employment.
2. As used in this Agreement, the term "Charging Parties" refers to Joanne DeVito and Joanne Kusterer, who filed charges with the Commission; the term "Class Members" refers to female employees who were negatively affected by Respondent's employment practices at issue in this matter and who did not file individual charges but who cooperated with the Commission in its investigation; and the term "Settlement Fund" refers to the Fund established for payments to the Class Members.
3. Respondent will not retaliate against any person, including but not limited to Charging Parties DeVito and Kusterer, because of opposition to any practice declared unlawful under Title VII of the Civil Rights Act of 1964, as amended, and Equal Pay Act of 1963, because of the filing of a charge, giving of testimony or assistance, participation in any manner in any investigation, proceeding, or hearing under these statutes.
4. Respondent will adjust Charging Parties' salaries beginning with the pay period immediately following the signing of this agreement to the following:
 - a. Joanne DeVito: \$890/weekly;
 - b. Joanne Kusterer: \$740/weekly.
5. Respondent will pay a total of \$261,500 as outlined in paragraphs 6 through 9 below.
6. Within 7 days of receiving a fully executed copy of this Agreement, Respondent will pay Charging Parties DeVito and Kusterer the amounts listed below. The monetary settlement will be issued to each Charging Party in a lump sum and will be sent directly to their attorney, Emily Martin at National Women's Law Center, 11 Dupont Circle NW, Suite 800, Washington, D.C. 20036. Respondent will issue Charging Parties an IRS Form 1099 in connection with the amounts designated as compensatory damages and an IRS Form W2 for the amounts designated as backpay.
 - a. Joanne DeVito: total [REDACTED]
 - i. Back pay: [REDACTED]
 - ii. Out of pocket medical expenses: [REDACTED]
 - iii. Compensatory damages: [REDACTED]
 - b. Joanne Kusterer: total \$ [REDACTED]
 - i. Back pay: [REDACTED]
 - ii. Out of pocket medical expenses: [REDACTED]
 - iii. Compensatory damages: [REDACTED]
7. Within 7 days of receiving a fully executed copy of this Agreement, Respondent will provide payment to Settlement Services, Inc., PO Box 1657, Tallahassee, Fl.

32302-1657, att: Loree Kovach, in the amount of \$2,500 for the administration of the Settlement Fund for Class Members.

8. Respondent will provide to Settlement Services, Inc. \$ _____ to be paid out to the Class Members. The breakdown of this amount is as follows:
 - a. Out of Pocket Medical Expenses: \$ _____
 - b. Compensatory Damages: \$ _____

9. Within 7 days of receiving a fully executed copy of this Agreement, Respondent will reimburse all individuals who paid out of pocket for healthcare benefits offered by Respondent from December 1, 2012 through January 1, 2013 in the amount of all such contributions made since that time. Respondent will issue an IRS 1099 form in connection with the payments. Respondent has indicated this to be in the amount of \$5,152.94, broken down as follows:
 - a. _____: \$3,397.42
 - b. Joanne Kusterer: \$1,755.52

10. Within 6 months of receiving a fully executed copy of this Agreement, Respondent will provide 2 (two) hours of training to all Branch Managers, HR representative Tina Fradella, and Bank CEO Don Sims. The training will be provided by a vendor approved by the EEOC, be two hours in length and cover all statutes enforced by EEOC, but will focus primarily on the Equal Pay Act of 1963 and the provisions of Title VII prohibiting discrimination in compensation and benefits.

11. Within 30 days of receiving a fully executed copy of this Agreement, Respondent will issue a revised EEO policy, which has been approved by EEOC, regarding compliance with anti-discrimination laws in the workplace and a system of internal accountability, including designation of the person(s) to whom complaints should be directed.

12. Within 7 days of receiving a fully executed copy of this Agreement, Respondent will post EEOC's poster in conspicuous places where employee notices are posted.

13. The Commission may monitor compliance with this Agreement for a period of not less than 2 years from the date that this Agreement is signed by the Commission, by inspection of the Respondent's premises, records and interviews with employees at reasonable times. Respondent agrees to make available for inspection and copying any records reasonably related to any of these areas, upon notice by the Commission.

14. Within 10 days of completing the training outlined in paragraph 10, Respondent will submit copies to EEOC of all documents implementing changes in employment policies referenced in this Agreement, and records of the conduct of training programs, specifying the date and place of training and including a list of attendees.

III. REPORTING PROVISIONS

The Respondent further agrees to report within thirty (30) days from the date of execution thereof, in writing to the Director, U.S. Equal Employment Opportunity Commission, Newark Area Office, of the undertakings outlined in this Agreement. The report will describe the manner in which these undertakings were carried out, and will contain copies of all documents pertaining to said undertakings.

SIGNATURES

I have read the foregoing Conciliation Agreement and I accept and agree to the provisions contained therein:

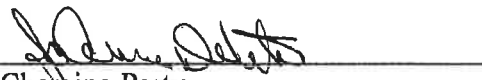
8/29/14
Date


Respondent

9/10/14
Date



Charging Party *Joanne Kusterec*

9-10-14
Date


Charging Party *JoAnne DeVito*

Approved on behalf of the Commission:

9-11-14
Date


John Waldinger
Area Director