



U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION
Seattle Field Office

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MEDIATION SETTLEMENT AGREEMENT

CHARGE NUMBER: <case number>

CHARGING PARTY: <employee>

RESPONDENT: Washington Federation of State Employees, AFSCME, AFL-CIO

1. In exchange for the promises made by the Washington Federation of State Employees, AFSCME, AFL-CIO ("respondent"), <employee> ("charging party") agrees not to institute a law suit based on Equal Employment Opportunity Commission ("EEOC") Charge Number <case number>.
2. Further, the parties agree that submission of this agreement to the EEOC will constitute a request by the charging party for closure of EEOC Charge Number <case number>.
3. It is understood that this agreement does not constitute an admission by respondent of any violation of the statutes enforced by the EEOC including Title VII of the Civil Rights Act of 1964, as amended ("Title VII"), the Age Discrimination in Employment Act of 1967 as amended ("ADEA"), the Americans with Disabilities Act of 1990 ("ADA"), as amended, and the Equal Pay Act ("EPA").
4. Respondent agrees that there shall be no discrimination or retaliation of any kind against the charging party as a result of filing this charge or against any person because of opposition to any practice deemed illegal under the ADA, the ADEA, Title VII, and the EPA as a result of the filing of a charge or for giving testimony, assistance or participating in any manner in an investigation, proceeding or a hearing under the aforementioned Acts.
5. This document constitutes a final and complete statement of the agreement between the parties unless otherwise specifically mentioned below.
6. The parties agree that the government is authorized to investigate compliance with this agreement and that this agreement may be specifically enforced in court by the parties and may be used as evidence in a subsequent proceeding in which a breach of this agreement is alleged.
7. The charging party acknowledges that he has been advised to consult with an attorney and has been given a reasonable time to consider the agreement before

signing.

8. This agreement may be signed in two or more counterparts and in multiple originals.

9. As evidence of a good faith effort to resolve EEOC Charge Number <case number> respondent offers and charging party accepts the following proposal of settlement:

- a. As evidence of a good faith effort to resolve the charge, the parties agree the charging party will be granted a religious accommodation by the respondent which will allow the charging party to make a charity substitution payment in lieu of paying union dues or fees to the respondent. This religious accommodation will continue as long as the charging party continues to work in a bargaining unit represented by the respondent and is required by contract or statute to pay union fees. The agreed upon accommodation is that the charging party will pay a fee equal to said union dues via payroll deduction through the Washington State Combined Fund Drive ("CFD") to the <one-of-five-on-Union-list> The respondent will explicitly notify the charging party of its dues/fee charges. A request for a payroll deduction for such charity payment will be made commencing the first full month following the effective date of this agreement.
- b. Permission is explicitly granted to the CFD to release verification information of this payment to the respondent upon request. Should the CFD be unwilling or unable to provide such verification, the parties agree that they will agree upon another mutually acceptable proof of charitable payment.
- c. The respondent has adopted a religious accommodation policy which includes instructions on its website of how to apply for non-association fee status.
- d. This agreement may be modified by mutual agreement of the two parties.
- e. Based on charging party's representation that he has made equivalent payments to charities during the applicable period, even though some or all may have been to non-qualifying charities, the respondent agrees to waive any right to pursue back payments from the date of this agreement.

Edward Younglove, III, Attorney for
Respondent Washington Federation of
State Employees, AFSCME, AFL-CIO

<employee>
Charging Party

Date:_____

Date:_____

In reliance on the promises made in paragraphs 1 through 9 above, the EEOC agrees to terminate its investigation and to not use the above referenced charge as a

jurisdictional basis for a civil action under Title VII. EEOC does not waive or in any manner limit its right to investigate or seek relief in any other charge including, but not limited to, a charge filed by a member of the Commission against the respondent.

On Behalf of the Commission:

A. Luis Lucero, Jr.
Field Office Director

Date