



**U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION
Baltimore Field Office**

City Crescent Building
10 South Howard St., 3rd Floor
Baltimore, MD 21201
Intake Information Group: (800) 669-4000
Intake Information Group TTY: (800) 669-6820
Baltimore Direct Dial: (410) 209-2237
TTY (410) 962-6065
FAX (410) 209-2221
FAX (410) 962-4270
Website: www.eeoc.gov

EEOC Charge No. 531-2013-01877

Lawrence Jones
606 Garner Avenue
Waldorf, Maryland 20602

Charging Party

John Kno
Chief, Internal Business Ops.
Washington Metropolitan Area Transit Authority (WMATA)
600 Fifth Street, NW
Washington, DC 20001

Respondent

NOTICE OF CONCILIATION AGREEMENT

Enclosed is a copy of the fully executed Conciliation Agreement with regard to the above referenced charge of discrimination.

This concludes the processing of this charge by the Equal Employment Opportunity Commission.

OH BEHALF OF THE COMMISSION:

NOV 30 2017

Date

Rosemarie Rhodes
Director

Enclosure

cc: James T. Wynne, Jr.
Director, Office of Equal Opportunity
Washington Metropolitan Area Transit (WMATA)
600 Fifth Street, NW
Washington, DC 20001

Nathaniel D. Johnson, Esq.
THE JOHNSON LAW OFFICE, LLC.
10665 Stanhaven Place, Suite 3101
White Plains, Maryland 20695



U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION
Baltimore Field Office

City Crescent Building
10 South Howard St., 3rd Floor
Baltimore, MD 21201
Intake Information Group: (800) 669-4000
Intake Information Group TTY: (800) 669-6820
Baltimore Direct Dial: (410) 209-2237
TTY (410) 962-6065
FAX (410) 209-2221
FAX (410) 962-4270

CONCILIATION AGREEMENT

EEOC Charge No.: 531-2013-01877C

In the matter of:

U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION
and

Lawrence Jones
606 Garner Avenue
Waldorf, MD 206022

Charging Party

and

Washington Metropolitan
Area Transit Authority
600 Fifth Street, NW
Washington, DC 2001

Respondent

An investigation was conducted under the Americans with Disabilities Act of 1990, as amended by the Americans with Disabilities Act Amendments Act of 2008 (hereinafter referred to as the "ADA") by the U.S. Equal Employment Opportunity Commission (EEOC) and reasonable cause was found by the EEOC. The parties now resolve to conciliate this matter as follows:

1. Respondent and its officials, agents, and employees, will not discriminate against any employee or applicant for employment on the basis of disability in violation of Title I of the ADA and its implementing regulation.
2. Respondent will provide live training lasting at least ninety (90) minutes on the subject of Title I of the ADA to all employees who conduct pre-employment, post-offer medical examinations (approximately 15 employees). This training will occur within ninety (90) days of the date this agreement is signed, subject to DOJ approving the training, or as otherwise agreed to by parties. In addition, Respondent will provide interactive training lasting at least ninety (90) minutes on the subject of Title I of the ADA to all new supervisors, whether by hire or promotion, within six (6) months of the start of their employment as supervisors.
3. Respondent shall provide attendance logs for all ADA Trainings within sixty (60) days after the training takes place.

4. Respondent will post EEOC's posters in places visually accessible to applicants and employees of the Respondent.
5. Respondent will post a remedial notice pursuant to the conciliation agreement on its external website.
6. On March 6, 2018, and every six (6) months thereafter up to and until March 6, 2019, Respondent will provide a written report ("Report") to the EEOC containing a description to the EEOC of the circumstances surrounding each decision to withdraw an offer of employment based on the results of a post-offer, pre-employment medical examination or inquiry. This description shall include the name, last known address, telephone numbers, and email addresses of the applicant (if known); the date that the employment offer was withdrawn; and the justification for the withdrawal (including any medical report generated). Respondent shall provide such a report for any applicant whose offer of employment at Respondent was rescinded for medical reasons, and for any applicant whom Respondent instructed to correct a medical issue in order to be employed, but who failed to do so for over thirty (30) days, or who failed to respond to Respondent's instructions for over thirty (30) days.
7. Respondent will pay Charging Party \$145,000 for back pay and compensatory damages within 15 business days after both Parties have fully executed this Agreement, Jones has provided WMATA with a completed IRS Forms W9, and W4 Jones has filed a withdrawal with prejudice of the Charge, the Charge has been dismissed by the EEOC, and the expiration of any waiting or revocation periods
8. Respondent will not retaliate against the Charging Party or any other person(s) because the individual(s) provided information or assistance, participated in any other manner, investigation, or proceeding relating to this conciliation agreement.
9. It is understood that this agreement does not constitute an admission by Respondent of any violation of any statute administered by the EEOC.


*****Signature Page to Follow*****

SIGNATURES

I have read this Conciliation Agreement and I accept and agree to its provisions:

Complainant:

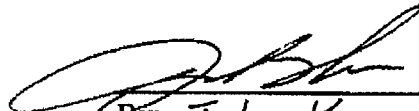
11-14-2017
Date



Lawrence Jones
Complainant

Respondent:

11-14-2017
Date



By: John Kuo, WMATA
Chief, Internal Business Ops.

Approved on Behalf of the Commission:

NOV 30 2017
Date



Rosemarie Rhodes, Director

32000510.1