



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

477 Michigan Avenue, Room 865
Detroit, MI 48226
(313) 774-0020
TTY 800-669-6820
FAX (313) 226-2778

U.S. Equal Employment Opportunity Commission

In the Matter of:

Charge No.: 471-2023-05156

Conciliation Agreement

Commissioner Andrea Lucas
Equal Employment Opportunity Commission

Charging Party

And

Michigan Fraternal Order of Police, Labor Council
1457 E 12 Mile Rd
Madison Heights, Michigan 48071

Respondent

An investigation having been made under Title VII of Civil Rights Act of 1964 (TVII), Title I of the Americans with Disabilities Act of 1990 (ADA), Title VII of the Civil Rights Act of 1964 (TVII), the Age Discrimination in Employment Act of 1967 (ADEA), the Pregnancy Worker Fairness Act (PFWA), the Equal Pay Act (EPA), the and the Genetic Information Non-Discrimination Act (GINA) by the U.S. Equal Employment Opportunity Commission (EEOC) and the parties wishing to collaborate and work together to address this matter as follows:

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I. GENERAL PROVISIONS

1. EEOC agrees not to sue the respondent with respect to any allegations contained in the above-referenced charge. EEOC agrees not to use the above-referenced charge as the jurisdictional basis for filing a lawsuit against the respondent. However, nothing in this Agreement shall be construed to preclude EEOC from bringing suit to enforce this agreement in the event that the respondent fails to perform the promises and representations contained herein. Neither does it preclude an aggrieved individual or the Commission from filing charges in the future.
2. EEOC reserves all rights to proceed with respect to matters like and related to these matters but not covered in this Agreement and to secure relief on behalf of aggrieved persons not covered by the terms of this Agreement.
3. Respondent agrees that it shall comply with all applicable requirements of Title VII of the Civil Rights Act, the Americans with Disabilities Act, the Age Discrimination in Employment Act, the Pregnant Workers Fairness Act, the Equal Pay Act and the Genetic Information Non-Discrimination Act provided the named statutes apply to Respondent. Respondent does not waive or relinquish any claims or defense that the named statutes do not apply or cover Respondent.
4. Respondent agrees that there shall be no discrimination or retaliation of any kind against any person because of opposition to any practice declared unlawful under the TVII, ADA, ADEA, EPA, PWFA, and GINA 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 the named statutes, provided Respondent is covered by the jurisdictional requirements and any other requirements of the named statute
5. Respondent agrees that EEOC may review compliance with this Agreement. As a part of such review, EEOC may require written reports regarding compliance, and examine and copy relevant documents that are required to be provided under this Agreement.
6. If Respondent has breached the Agreement, the Commission may bring an action in the appropriate Federal District Court to enforce this Agreement or may deem conciliation to have failed and sue on the underlying charge.
7. This Agreement shall remain in full force and effect until five (5) years after the date of ratification. The date of ratification is defined as the date the Agreement is signed by the Field Office Director or designated EEOC Representative.
8. Respondent shall not discriminate on the basis of race, sex, religion, national origin, disability, and genetic information in all phases of employment including recruitment, hiring, job assignment, promotion, training, and other terms and conditions or privileges of employment.
9. Respondent shall retain the records and provide reports as referenced throughout this

Agreement. Reports and records will be furnished via email to Investigator Tina Griffin at Tina.Griffin@eoc.gov and copied to Investigator Amy Trzop-Vos at Amy.Trzop-Vos@eoc.gov.

II. SPECIFIC REMEDIAL RELIEF

1. Tolling of the Charge Filing Period

- a. Respondent agrees to toll the charge filing period for union members subject to the Elections of Remedy clause, as stated below:
- b. Respondent agrees that in response to a charge of discrimination by a County of Berrien employee and Michigan Fraternal Order of Police Labor Council Member, regarding the Election of Remedy clause filed with the EEOC or a state or local fair employment practice agency, within three hundred (300) days of the ratification of this Agreement, it will not raise as a defense the individual failed to timely file their charge of discrimination so long as the discrimination occurred from January 1, 2022 to the date of the ratification of this Agreement.
- c. Within the three hundred (300) days tolling period, should one of these individuals file a Charge alleging discrimination, Respondent retains the right to present any legal or factual defense to such a charge other than the fact that the charge was not timely filed. Should one of these employees file a Charge after the 300 days tolling period have passed, Respondent retains its right to present any legal or factual defense to such a Charge, including a defense that the Charge is untimely.
- d. Aggrieved Individual Notice: Within ten (10) calendar days of the ratification of this Agreement, Respondent shall post Attachment B to a website. Respondent shall ensure that Attachment B is displayed for three hundred one (301) calendar days, beginning on the date of ratification. Within thirty (30) calendar days of the ratification of this Agreement, Respondent shall provide the Commission a link to Attachment B on its website. Respondent will monitor and ensure that Attachment B remains posted for the entirety of the term.

2. Removal of the Elections of Remedy Clause

- a. Respondent agrees to seek removal of the Election of Remedies clause from Collective Bargaining Agreements as they expire and come up for negotiation for the term of this Agreement; and,
- b. Respondent does not have an obligation to bargain for the removal of the Election of Remedies clause.

Respondent will report to the EEOC, during the term of this Agreement, those employers that refuse to remove an Election of Remedies clause from a Collective Bargaining Agreement.

3. Training for Staff

- a. Respondent agrees to train its Business Agents within ninety (90) calendar days of the ratification of this Agreement. Respondent agrees to provide annual training for the term of this Agreement for new Business Agents hired after the ratification of this Agreement or those Business Agents requesting refresher training.
- b. The training will be conducted virtually or in-person for a minimum of ninety (90) minutes) and shall cover the federal anti-discrimination laws and non-waivable employee rights under EEOC enforced statutes. Respondent will provide the EEOC the date, time and location of the training within thirty (30) calendar days of ratification of this Agreement. If the training is held virtually, Respondent will provide a link to the training for the EEOC. The training program shall be submitted for review to the EEOC Detroit Field Office prior to the training and within sixty (60) calendar days of the ratification of this Agreement. If EEOC finds the content of the training to be unacceptable, it will notify Respondent within seven (7) calendar days. Respondent may contact Samuel Bill, Outreach & Education Coordinator at (313) 774-0016 or at Samuel.Bill@eeoc.gov to inquire about the agency's fee-based customer specific options. If the EEOC provides the training, Respondent does not need to submit the training program for review. If the EEOC does not provide the training, EEOC reserves the right to attend the training.

4. Monitoring: Collective Bargaining Agreements

- a. On an annual basis for the term of this Agreement, Respondent agrees to produce all new Collective Bargaining Agreements executed between Respondent and Berrien County during that calendar year to the EEOC by December 31st of each year.
- b. Respondent agrees to provide the first report by December 31, 2024.

III. SIGNATURE

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

9/18/24
Date

David A Willis
Signature
Michigan Fraternal Order of Police Labor
Council

DAVID A WILLIS
Printed Name

DIRECTOR
Position Title

Approved on Behalf of the Commission:

Date

Ramiro Gutierrez
Director, Detroit Field Office



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477 Michigan Avenue, Room 865
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Intake Information Group: (800) 669-4000
Intake Information Group TTY: (800) 669-6820
Detroit Direct Dial: (313) 774-0020
FAX (313) 226-2778
Website: www.eeoc.gov

Attachment B

Employee Name
Address

Re: Change to Collective Bargaining Agreement between Berrien County, Michigan Fraternal Order of Police Labor Council ("FOPLC") and the Equal Employment Opportunity Commission to File Late Charge of Discrimination if You Have a Discrimination Claim (tolling of Statutes of Limitations).

Dear Employee:

The Collective Bargaining Agreement between your current/former employer and the union contained an Elections of Remedies provision that limited your right to elect both a grievance and a charge of discrimination with the Equal Employment Opportunity Commission (EEOC). The FOPLC sought and the County agreed to the removal of the Elections of Remedies Provision. This letter serves to advise you of the change to the Collective Bargaining Agreement to remove the Elections of Remedies provision.

Because of the previously limited election, you may not have had an opportunity to file a charge of discrimination with the EEOC or a discrimination lawsuit. This includes any claims that you may have had arising under Title VII of the Civil Rights Act of 1964 (Title VII) (race, gender, religious, national origin discrimination), the Americans with Disabilities Act (ADA) (disability discrimination), the Age Discrimination in Employment Act (ADEA) (age discrimination), the Equal Pay Act (EPA) (wage discrimination due to gender), Genetic Information Non-Discrimination Act (GINA) (genetic information) or Pregnant Workers Fairness Act (PWFA) (pregnancy, childbirth, or related conditions discrimination). As a result, we are extending your opportunity to file a discrimination charge and/or lawsuit by three hundred (300) days from the date of this letter.

Should you have any questions about filing a discrimination charge with the EEOC or should you wish to file a charge within the 300-day window we are providing to you, please call the EEOC at (313) 774-0020.

Please retain this letter for future reference.