

EQUAL EMPLOYMENT OPPORTUNITY

SECTION 1. POLICY: The Agency and the Union affirm their commitment to equal employment opportunity (EEO) and the prohibition of discrimination on the bases of race, color, religion, sex (including gender identification) age, national origin, disability, genetic information, sexual orientation (including sexual harassment and pregnancy), veterans status, or reprisal for opposing any practice made unlawful by Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act (ADEA) of 1967, as amended, the Equal Pay Act, the Genetic Information Nondiscrimination Act (GINA), the Rehabilitation Act of 1973, as amended, and the standards of the Americans with Disabilities Act (ADA) as applicable to Federal employees under any act of Congress that prohibits unlawful discrimination.

SECTION 2. EQUAL EMPLOYMENT OPPORTUNITY PROGRAM: The Agency's Equal Employment Opportunity (EEO) Program shall be designed to promote equal employment opportunity in every aspect of the Agency's personnel policy and practice in accordance with applicable law and government-wide rules and regulations. The Agency shall conduct a continuing campaign to eliminate discrimination from its personnel practices and policies and employment conditions consistent with this Agreement, 29 CFR 1614 and with EEOC Management Directive 715.

SECTION 3. EQUAL OPPORTUNITY PROGRAM OFFICE: Consistent with EEO rules and regulations, the program office or staff designated by the Agency will:

1. Receive and process individual and class complaints of discrimination, as well as provide counseling for the aggrieved individuals;
2. Ensure that discrimination complaints are fairly and thoroughly investigated within 180 days of the filing of a formal complaint; and
3. Evaluate and report to the MTF Director or designee on the adequacy of the Agency's program and make any recommendations on improvements or corrective actions needed, including remedial or disciplinary action to be taken.

SECTION 4. EEO COMPLAINTS:

A. Discrimination: An employee who believes he or she has been discriminated may file an EEO complaint or grievance pursuant to this Article. The employee must contact an EEO counselor within 45 calendar days of the date of the alleged discriminatory action or within 45 calendar days of when the employee was made aware of the alleged discrimination. A grievance must be filed within 15 days of the final interview with the EEO counselor, as stated in Negotiated Grievance Procedure. Consistent with 29 CFR 1614, a formal EEO complaint must be filed within 15 calendar days of receipt of the notice of right to file from the EEO counselor.

Agreed: Agency: DF Union: DFW

Date: 25 July 15

Page 1 of 7

B. Union Representation: An employee has the right to be accompanied, represented, and advised by a representative of his or her choice at any stage of the complaint process under the EEO administrative complaint process or Negotiated Grievance Procedures. The employee is entitled to expeditious processing of the complaint or grievance within the time limits prescribed by regulations or by this Agreement. The employee will designate his or her personal representative in writing.

C. Mixed Case Appeals: A "mixed case" appeal is an appeal filed with MSPB alleging an appealable agency action was taken in part or in whole because of discrimination based on race, color, religion, sex, national origin, disability, or age. An employee may file an EEO complaint with the Agency under the agency EEO complaint procedures or an appeal with MSPB under the MSPB procedures. An employee may not file a mixed case complaint under the Agency's EEO procedures and an MSPB appeal on the same matter. Whichever is filed first shall be considered an election to proceed in that forum.

D. Union Complaint: The Union may file a group grievance on behalf of employees who allege they have been or are being adversely affected by a personnel management policy or practice that discriminates against the group (based on a protected class or protected activity). The Union must file the grievance within 15 days, as stated in Negotiated Grievance Procedure. A grievance concerning a continuing practice or condition, including matter involving discrimination, may be presented at any time.

SECTION 5. PROVISION OF REASONABLE ACCOMODATION: Pursuant to 29 USC Section 701 et. seq., the Americans with Disabilities Act, Section 12101 et. seq., and the Rehabilitation Act of 1973, it is the policy of the Agency to make reasonable accommodations for known physical or mental limitations of qualified applicants or employees with disabilities, unless the Agency attests that doing so would cause undue hardship on the Agency's program. DHA Guidance, "Reasonable Accommodation for Individuals with Disabilities," will be followed for processing reasonable accommodation requests (see Appendix).

SECTION 6. DEFINITION: A reasonable accommodation (RA) is a change in the work environment or in the way things are customarily done in the performance of a job or an employment practice that makes it possible for an individual with a disability to enjoy an equal employment opportunity.

SECTION 7. COMMON TYPES OF ACCOMODATIONS: Accommodations to consider may include but are not limited to, the following:

1. Making facilities accessible
2. Acquiring assistive or adaptive devices

Agreed: Agency: BFD Union: VFW

Date: 2/25/15

Page 2 of 7

3. Modifying work schedules
4. Restructuring a job
5. Permitting use of additional breaks during the workday, accrued leave, and unpaid leave
6. Modifying of exam or training materials
7. Providing readers or interpreters or personal assistants (e.g. mobility assistance, including travel, rather than assistance in performing job duties).
8. Reassigning to another vacant position
9. Removing and/or substituting non-essential job duties
10. Providing telework, as provided by the Agency's telework policy

SECTION 9. PROCEDURES: Reasonable Accommodation is meant to be an interactive process between the supervisor (or designated official) and employee to discuss reasonable accommodation options.

1. The employee's request for reasonable accommodation, orally or in writing, will be submitted to the supervisor.
2. Supervisors shall approve the reasonable accommodation(s) whenever possible, at the lowest level of management, when in agreement as to the type of accommodation. If approval of higher level management is required, the supervisor will inform the employee of the appropriate management official with authority to approve the accommodation.
3. If the requesting individual has not completed the Reasonable Accommodation Form (see Appendix), the supervisor will complete the form. As part of the interactive process, the supervisor will verify with the employee that the requested accommodation and reason for the request is accurately reflected on the form. If known, the Employee is encouraged to be as specific as possible on accommodation(s) needed (e.g. adaptive equipment, reader, or interpreter, etc.). Medical documentation will be handled IAW Privacy Act requirements.
4. Union Representation: During the process to identify a reasonable accommodation, the employee has the right to have Union representation if they choose.

Agreed: Agency: BA Union: UPU

Date: 28 July 15

Page 3 of 7

5. The Agency must provide the employee requesting a reasonable accommodation with its policies and regulations that describe how to initiate an accommodation request and the Agency process for determining whether to grant or modify the requires:
6. The supervisor will respond to an employee's request for reasonable accommodations within fifteen (15) days of receipt of the request. The supervisor should engage in interactive communications with the employee, assessing the essential job functions, and requesting pertinent medical documentation, if appropriate. The DHA Disability Program Manager (DPM) will be informed of all such requests within two business days.
7. If additional time is necessary to respond to the request, such as obtaining additional documentation, the reasons for the delay and approximate time frame for the response will be provided to the employee in writing. If the request is denied, the reason(s) for the denial will be provided in writing.
8. The Agency may request additional medical documentation from the employee. If the supervisor wishes to obtain additional medical documents or records from a medical provider, he or she shall provide the employee with written notification of the specific information required.
9. If the supervisor believes that a previously approved accommodation should be reviewed or modified he or she shall contact the DPM for guidance prior to requesting documentation or taking other action.

SECTION 10: ACCEPTABLE DOCUMENTATION:

A. Requirements: At a minimum, medically acceptable documentation to support a requested accommodation must:

1. Be on letterhead or other official documentation acceptable to the Agency, and signed by an appropriate medical practitioner;
2. A brief history of the specific medical condition(s) including references to findings from previous examinations, treatment, and response to treatment;
3. Diagnosis, including a description of the nature, severity, and duration of the employee's impairment;
4. If applicable, an estimate of the expected date of full or partial recovery;

Agreed: Agency: AS Union: 73PW

Date: 28 July 15

5. An evaluation of the impact of the medical condition on the employee's capacity to perform the duties of his position, i.e., an explanation of the extent to which the impairment limits the employee's ability to perform the activity or activities;
6. If applicable, an explanation of why, because of the impairment, the requested reasonable accommodation is needed. This can take the form of a narrative explanation of the basis for any conclusion that duty restrictions are or are not warranted, and, if they are, an explanation of their therapeutic or risk-avoiding value for work related activities.

B. Privacy: The Agency may disclose such information subject to the Privacy Act of 1974 (5 USC 552a), 5 CFR 339, and 45 U.S.C. § 300 *et seq.* only for purposes of making informed management decisions and only to individuals who have a need to know, i.e., chain of command or Occupational Health. This type of information should be placed in a separate, confidential medical file. Instructions from the agency to the supervisor will include the obligation to maintain confidentiality.

SECTION 11: PREGNANCY AND TEMPORARY ACCOMODATIONS: The same process shall be used for pregnancy and temporary accommodations. Such request shall be handled at the lowest level possible. Employees who are pregnant, nursing, or temporarily disabled may formally request accommodation.

A. Pregnancy: A pregnant employee shall not be involuntarily reassigned to other duties solely because of pregnancy, absent a medical determination that she is precluded from performing some or all of the duties of her position. Where working conditions are more strenuous or hazardous than normal office conditions, a pregnant employee, after consultation with her physician, may request temporary reassignment to other available work for which she is qualified, to protect her health and that of her unborn child. She may also request modification of her work duties due to adverse working conditions. Where such reassignment is requested, based on medical certification, the Agency will make a reasonable effort to accommodate the employee's request.

B. Light Duty: Employees recuperating from illness or injury who are temporarily unable to perform the full range of official duties may submit to their supervisor a written request for a temporary assignment (not to exceed forty-five (45) calendar days initially, additional time to be considered as appropriate) to duties commensurate with the disabilities of the illness or injury. Such requests will be accompanied by a medical certification which will assist in establishing the duty limits for the employee. Upon receipt of the employee's written request with the accompanying medical statement, the Agency agrees to make a reasonable effort to assign duties to the employee in accordance with applicable rules and regulations, medical recommendations, and the needs of the office and other workers. If the Agency is unable to provide a light duty assignment, the employee will be entitled to use accrued leave or unpaid leave.

Agreed: Agency: ASD Union: 797W

Date: 28 July 15

Page 5 of 7

C. Approval: The Agency will respond to an employee's request for a temporary accommodation within seven (7) calendar days of receipt of the request. If additional time is necessary to respond to the request, the reasons for the delay and the approximate timeframe for the response will be provided to the employee in writing. If the request is denied, the reason(s) for the denial will be provided to the employee in writing. Denials will not be made for arbitrary reasons.

SECTION 12. ACCOMMODATION FOR RELIGIOUS NEEDS: Employees may request accommodation for religious needs. Accommodation of employees with religious needs will be addressed consistent with 29 CFR 1614.102(a)(7) and federal guidelines.

SECTION 14. FIT FOR DUTY:

A. Examinations: When ordering a Fitness for Duty Examination, the Agency shall comply with EEOC regulations including requests for reasonable accommodations. Such examinations must be supported by objective evidence that:

1. An employee's ability to perform essential job functions will be impaired due to a medical condition, or
2. The employee will pose a direct threat due to a medical condition.

B. Union Representation: During the process to identify a fitness for duty, the employee has the right to have Union representation if they choose.

SECTION 15. JOINT PARTNERSHIP: The Labor Management Forum agenda will include discussion of EEO matters.

SECTION 16. INFORMATION AND NOTICE TO UNION AND EMPLOYEES:

A. Regulations and Reports: The Agency will provide the Union copies of regulations or statistical reports in the Agency's possession that describe the discrimination complaints process or concern discrimination complaints filed by Bargaining Unit employees. In accordance with applicable law, a summary of the results of any equal opportunity climate survey will be provided to the Union.

B. Provision of Information: Provision of any information under this Article does not preclude the Union from requesting information under 5 U.S.C. § 7114 (b) or the Freedom of Information Act.

Agreed: Agency: BAD Union: UAW

Date: 28 July 15

C. Information for Grievance: If the Complainant elects to use the grievance procedure with Union representation, instead of the statutory procedure for filing a discrimination complaint, the entitlement for information shall be governed by 5 USC § 7114.

D. Information for Statutory Procedure: If the Complainant elects to use the statutory procedure for filing a discrimination complaint, with Union representation, the Complainant and the Union shall be entitled to information under both EEOC procedures (as set forth in 29 CFR 1614.109) and 5 USC 7114.

E. Demographic Information: Upon request, the Union will be provided information relating to the demographics of the workforce to represent the Bargaining Unit employees in a potential or actual grievance. The Agency will also provide this information to the Union within fifteen (15) calendar days of receiving a written request from the Union. If needed, the Agency may request an extension for providing requested data.

F. No Fear Act: Upon request, the Agency will provide the Union with copies of any reports and plans submitted concerning the Agency's implementation of the Notification and Federal Employee Antidiscrimination and Retaliation Act (No FEAR Act).

SECTION 17. UNION PARTICIPATION: The Union will be notified of, and provided with, the opportunity to be present in any formal discussion affecting the terms and conditions of employment during the processing of any EEO complaint as required by law (e.g., settlement discussions). The Agency will notify the Union designee as far in advance of the formal discussion as possible under the circumstances and inform him or her of the nature of the original complaint. The Union representative will be acknowledged at the start of the formal discussion and will be given an opportunity to participate in representing the interests of the workforce.

SECTION 18. NEGOTIABILITY: Where there are changes in working conditions as a result of an accommodation that triggers a duty to bargain under the Federal Service Labor-Management Relations Statute (5 USC 7101) and upon the establishment of additional programs (e.g. Affirmative Employment Plan, or collateral duty counselors) the Agency will provide notice and the opportunity to bargain IAW the Mid-Term Bargaining Article of this CBA.

Agreed: Agency: PA Union: ZBW

Date: 28 July 15

Page 7 of 7