

1 **Article 18**

2
3 **Equal**

4 **Employment Opportunity**

5
6 **Section 1. Policy**

7
8 The Administration and the Union affirm their commitment to the policy of providing
9 equal employment opportunities to all employees and to prohibit discrimination
10 because of race, color, religion, sex, national origin, disabling condition, or age. In
11 addition, the parties recognize their commitment to the policy of prohibiting
12 discrimination on the basis of marital status, sexual orientation, **gender identity,**
13 **size, genetics,** parental status or political affiliation. The Administration will have a
14 positive, continuing and results-oriented program of affirmative action. The parties
15 agree that Equal Employment Opportunity shall be administered in accordance
16 with Title 5 U.S.C., the Civil Rights Act of 1991, **the Americans with Disabilities**
17 **Act (ADA), the ADA Amendment Act of 2008, the Uniform Federal**
18 **Accessibility Standard, the Equal Pay Act,** the Rehabilitation Act of 1973 as
19 amended, the Age Discrimination in Employment Act (ADEA), Executive Order
20 11478, and other authorizing legislation, and applicable regulations, **and the**
21 **National Agreement.**

23 **The Agency will comply with all laws, rules, regulations and Executive**
24 **Orders with respect to discrimination in the workplace. Those would**
25 **include, but not be limited to:**

26

- 27 **1. Title VII of the Civil Rights Act of 1964**
- 28 **2. The Age Discrimination in Employment Act of 1963**
- 29 **3. The Rehabilitation Act of 1973**
- 30 **4. The Equal Pay Act of 1966**
- 31 **5. The Pregnancy Discrimination Act of 1978**
- 32 **6. Executive Order 13087 – Sexual Orientation**
- 33 **7. Executive Order 13145 – Genetics**
- 34 **8. Executive Order 13152 – Parental Status**
- 35 **9. Executive Order 13164 – Facilitate Accommodation for the**
36 **Disabled**
- 37 **10. Executive Order 13171 – Hispanic Employment in the Federal**
38 **Government**

39

40 **Section 2. Equal Employment Opportunity Program**

41

42 **The Agency's Equal Employment Opportunity (EEO) Program shall be**
43 **designed to promote equal employment opportunity in every aspect of the**
44 **Agency's personnel policy and practice in accordance with applicable law**
45 **and government-wide rules and regulations and the National Agreement. The**

46 **Agency shall conduct a continuing campaign to eliminate discrimination**
47 **from its personnel practices and policies and employment conditions**
48 **consistent with this Agreement, 29 CFR 1614 and with EEOC Management**
49 **Directives 110 dated May 2000 and 715 dated September 2008. The Agency**
50 **will have a positive, ongoing and results-oriented program of affirmative**
51 **action and will ensure that all managers and employees are trained**
52 **accordingly. Programs shall include, but not be limited to, implementation of**
53 **the following objectives and goals:**

54

55 **A. Identify and eliminate barriers that impair the ability of individuals**
56 **To compete in the workplace because of race, color, religion, sex,**
57 **physical or mental disabilities, gender identity, sexual orientation,**
58 **national origin, political affiliation, size, genetics, and/or marital or**
59 **parental status;**

60

61 **B. Establish and maintain training and education programs designed to**
62 **provide maximum opportunity for all employees to advance; and**

63

64 **C. Ensure that unlawful discrimination in the workplace is promptly**
65 **addressed and corrected.**

66

67 **Consistent with EEO regulations and this Agreement, the Agency EEO**
68 **program shall include, but not be limited to:**

69 **A. Providing prompt, fair, and impartial processing of complaints at**
70 **the counseling and complaint stages, and expeditious adjudication of**
71 **complaints of discrimination filed through the EEO administrative**
72 **complaint process or the negotiated grievance procedure;**

73 **B. Conducting a continuing campaign to remove every form of**
74 **prejudice and discrimination from the Agency's personnel policies,**
75 **practices, and working conditions;**

76 **C. Reviewing, evaluating, and training managerial and supervisory**
77 **personnel to ensure the zealous enforcement and implementation of**
78 **the equal employment policy and program;**

79 **D. Establishing a system for periodically evaluating the effectiveness**
80 **of the Agency's overall equal employment effort;**

81 **E. Taking appropriate disciplinary action against managerial officials**
82 **who engage in discriminatory practices;**

83 **F. Making available the Alternate Dispute Resolution (ADR) program**
84 **pursuant to the SSA/AFGE EEO ADR MOU dated January 31, 2002. A**
85 **management official with full settlement authority must be present at**
86 **the ADR sessions. Alternatively, the management official may appoint**
87 **a designee to appear on his/her behalf so long as the designee has**
88 **written settlement authority. The ADR program will include qualified**
89 **facilitators.**

90 **G. Working with the appropriate Agency official(s) in order to provide**
91 **reasonable accommodations for qualified individuals with disabilities**
92 **and for all workers with job related injuries or temporary disabilities;**

93 **H. Implementing procedures that allow for the redesigning of jobs,**
94 **where feasible and desirable, without creating undue hardship to**
95 **achieve the Agency's mission to use to the maximum extent possible**
96 **the present skills of qualified disabled employees; and**

97 **I. Working with the appropriate Agency official(s) in order to provide**
98 **religious accommodations for employees that make such requests.**

99 **J. Ensuring that those who engage in the EEO process are entitled to**
100 **unimpeded representation at all stages of the EEO administrative**
101 **process and/or the negotiated grievance procedure. To achieve this**
102 **goal, the Agency will ensure that employee representatives of**
103 **complainants are entitled to reasonable and necessary time and**
104 **expense reimbursement while engaged in such representational**
105 **activity. Employees will have their choice of representative.**

106

107 **Section 3. EEO/AEP Committee**

108

109 **The parties will establish and maintain an Equal Employment Opportunity**
110 **(EEO) /Affirmative Employment Program (AEP) Committee. The roles and**
111 **responsibilities of the Committee typically include**

112

113

114 **A. identifying and bringing to the Agency’s attention any trends,**
115 **problems, issues or circumstances of an EEO/AEP**
116 **nature;**

117

118 **B. focusing the Agency’s attention on personnel management**
119 **practices or problems of an EEO/AEP nature that are producing or**
120 **could produce dissension and dissatisfaction among employees such**
121 **as merit promotion procedures, selection for training and distribution**
122 **of awards;**

123

124 **C. promoting and communicating the efforts of the Agency to achieve**
125 **and maintain an effective EEO/AEP program; and**

126

127 **D. acting as a forum for an exchange of ideas and actions on matters**
128 **or concerns of an EEO/AEP nature;**

129

- 130 **1. The EEO/AEP Committee will be composed of 12 members,**
131 **divided equally between those designated by the Agency and**
132 **those designated by the Union.**
- 133
- 134 **2. Ground rules and operating procedures, including Privacy Act**
135 **considerations, for the Committee will be determined by its**
136 **members.**
- 137
- 138 **3. Any subcommittees to the EEO/AEP Committee will also have**
139 **equal Agency and Union membership.**
- 140
- 141 **4. The tenure of office of members of the Committee will be as**
142 **agreed upon between the Parties and will not be affected by the**
143 **renegotiation of this Agreement. Members may be reappointed**
144 **to serve additional terms.**
- 145
- 146 **5. During the first year of the Committee’s life, the Agency will**
147 **select the chairperson and the Union will select the vice**
148 **chairperson. During the second year of the Committee’s life, the**
149 **Union will select the chairperson and the Agency will select the**
150 **vice chairperson. The Parties will rotate the selection of**
151 **chairperson and vice chairperson in subsequent years.**

152

153 **6. The EEO/AEP Committee established under this section is to be**
154 **advisory and consultative in nature and serves the EEO**
155 **interests of both the Agency and the work force by functioning**
156 **as a continuing link regarding matters of an EEO/AEP nature.**

157

158 **7. The parties will create an EEO Monitoring Committee**
159 **represented by up to 8 persons from the Agency and up to 8**
160 **persons from the Union. Agency committee members will**
161 **include the Deputy Commissioner for Human Resources, and**
162 **the Associate Commissioner of OCREO. This committee will**
163 **meet semi-annually for up to 3 days at locations mutually**
164 **agreed to by the parties. Travel and per diem expenses for all**
165 **members of the committee will be paid by the Agency. The EEO**
166 **Monitoring Committee will assess progress and make**
167 **recommendations for adjustments, as appropriate. All meetings**
168 **will be facilitated by a neutral facilitator (selected from union**
169 **and management lists) by the parties. These meetings will be**
170 **informal; however, a written report of the meetings will be**
171 **prepared. In addition to its monitoring activities, the committee**
172 **will receive a briefing on the Agency's Program. Committee**
173 **recommendations will be submitted to the Director of EEO (or**
174 **equivalent responsible management official). Should**

175 **recommendations be referred to higher levels, the Union will be**
176 **notified timely.**

177

178 **8. The committee will be empowered to review all EEO/AEP**
179 **publications for recommendations regarding content.**

180

181 **The parties agree to incorporate the “Status and Role of Equal Employment**
182 **Opportunity Advisory Committees Recognized by SSA” MOU dated August**
183 **11, 2000.**

184

185 **Section 4. Affirmative Employment Program Plan**

186 A. Establishment and implementation of the two Affirmative Employment
187 Program Plans (Affirmative Programs for Equal Employment
188 Opportunities and Disabled Veterans Affirmative Plan) is a
189 fundamental Administration objective. The Administration will
190 continue to provide overall management support and budgetary
191 planning to achieve affirmative action objectives **and to establish**
192 **and to maintain effective EEO programs that cover all aspects of**
193 **equal employment opportunity and EEOC Management**
194 **Directives 110 dated May 2000 and 715 dated September 2008**
195 **(MD 110 and MD-715) throughout the Administration, as outlined in**
196 29 CFR 1614.102, Section 501 of the Rehabilitation Act and the CFR
197 for Disabled Veterans.

198 **The parties agree to use the AEP identified in Appendix A, effective the**
199 **date of this agreement. The parties agree to review and modify on an**
200 **annual basis.**

201

202 1. **At the beginning of every fiscal year**, the Administration will provide the
203 Union with the Administration's procedures for developing **EEO programs**
204 **and reports**, the Affirmative Employment Program Plans (AEPP) **and**
205 **related plans**, including timeframes set by both the EEOC and the
206 Administration.

207

208 2. Information sharing and discussion will take place **with the Union** at the
209 ~~three (3)~~ **Agency's** organizational **or component** parts (**e.g.,**
210 **Headquarters field, operating components, etc)** within which plans will
211 be formulated; ~~namely, Headquarters, Field and OHA.~~

212

213 3. ~~Prior to submitting its Affirmative Employment Program Plan to the EEOC~~
214 ~~or successor agency for approval,~~ **Within 30 days of the effective date**
215 **of this agreement**, the Administration will provide a copy of **its EEO and**
216 **Affirmative Action Plans, related plans, MD-110 and MD-715 reports.**
217 ~~the plan to the Union and, upon request, will fulfill its duty to bargain under~~
218 ~~law and this agreement.~~

219

- 220 **4. The Agency shall provide the Union quarterly status reports on**
221 **workforce profile and action items.**
222
- 223 **5. Any and all EEOC evaluations of the Agency’s progress and Agency**
224 **self-assessments and EEO reports will be timely provided to the**
225 **Union, normally within 30 days of completion.**
226
- 227 **6. Upon request, the Agency will fulfill its duty to bargain the**
228 **Affirmative Employment Plan.**
229
- 230 **7. The Agency will develop an annual Disabled Veterans Affirmative**
231 **Action Program (DAP) Plan to promote the maximum employment**
232 **and job advancement opportunities for disabled veterans as well as**
233 **certain veterans of the Vietnam and post –Vietnam era, in**
234 **accordance with OPM guidance.**
235
- 236 B. Consistent with the EEOC Guidelines for Agency Affirmative Employment
237 Program Plans **and Model EEO Programs**, the Administration's **EEO** plans
238 shall include, **at a minimum** ~~as appropriate~~:
- 239
- 240 1. A comprehensive **assessment and** program analysis of the current status
241 **of the Administration and** all affirmative action efforts including:
242

- 243 a. Organization and Resources;
- 244
- 245 b. Workforce Analysis:
- 246
- 247 (1) Analysis of SSA's workforce by Professional, Administrative,
- 248 Technical, Clerical and Other White Collar Occupational
- 249 Categories and the Blue Collar Occupational Category
- 250 (PATCOB), grade groupings, and major occupations, **and other**
- 251 **required categories or groupings;**
- 252
- 253 (2) Comparison of SSA's workforce with the previous year's
- 254 workforce; and
- 255
- 256 (3) Comparison of SSA's workforce with the appropriate civilian labor
- 257 force (CLF);
- 258
- 259 c. Discrimination complaints (review bases, issues, **trends,**
- 260 **dispositions,** and findings of informal and formal complaints);
- 261
- 262 d. Recruitment and Hiring;
- 263
- 264 **e. Training Opportunities and** Employment Development Programs;
- 265

266 f. Promotions **and Other Internal Selections**;

267

268 g. Separations, **including Disciplinary Actions**;

269

270 h. Program Evaluation; **and**

271

272 i. **Performance Recognition Incentives and Awards.**

273

274 ~~2. Problem and Barrier Identification;~~

275 **2. An examination of employment policies, procedures and practices**

276 **to identify actual problems, barriers, and “triggers” that alert the**

277 **Agency to the existence of issues which may limit employment**

278 **opportunities to certain groups;**

279 ~~3. Objectives and Action Items, including:~~

280 **3. The development of plans, objectives and action items to**

281 **address and to correct problems and barriers, including:**

282 a. A clear statement of specific and measurable objectives and

283 supporting action items which will **address and** resolve problems

284 **and barriers** identified;

285 b. Assignment of a responsible official for each objective and action

286 item;

287 c. A target date for completion of each objective and action item;

288 4. Establishment of numerical objectives (goals) for each job category or

289 major occupation where ~~there is a~~ **barrier exists, and identification**

290 **of alternatives that have less impact on a particular group of**

291 **employees, if the barrier is job-related.** ~~manifest imbalance or~~

292 ~~conspicuous absence of EEO group(s) in the workforce;~~

293

294 5. Monitoring:

295

296 a. SSA shall provide the Union annual status reports on workforce

297 profile and action items;

298

299 b. Any and all EEOC evaluation of SSA progress will be timely provided

300 to the Union.

301

302 c. The parties will meet **semi**-annually for up to 3 days at SSA

303 Headquarters to assess progress and make recommendations for

304 adjustments, as appropriate. The Union will be represented by up to

305 **eight** ~~six~~ persons. This meeting will be informal; however, a written

306 report of the meeting will be prepared. This Union monitoring team

307 and their management counterpart will also be considered as the

308 parties' National EEO Monitoring Committee. Such meetings of the

309 EEO/AEPP monitoring committee will, whenever feasible, take place
310 concurrently with Article 29 meetings.

311

312 In addition to its monitoring activities, the committee will receive a
313 briefing on the total Agency Program.

314

315 Committee recommendations will be submitted to the Director of
316 OCREO. Should recommendations be referred to higher levels, the
317 Union will be notified timely.

318

319 d. **Within 60 days of the effective date of this agreement, EEO**
320 **committees with AFGE/SSA participation will be established within**
321 **each component and region to meet quarterly. The parties, at**
322 **each level, will meet to negotiate ground rules for committee**
323 **meetings. The Agency will authorize travel and per diem for**
324 **Union participants in accordance with Federal Travel**
325 **Regulations. This does not preclude the parties from**
326 **establishing such committees at the local level (e.g., PSC, ODAR**
327 **Headquarters, etc).** ~~may continue or be established by mutual~~
328 ~~consent. Either party may end any committee once per year during~~
329 ~~the life of the contract by notifying the other party during the thirty~~
330 ~~(30) day period prior to the anniversary date of the contract.~~

331

332

333 **Section 5. Adverse EEO Impact**

334

335 Should adverse EEO impact **involving selection procedures** be evidenced
336 pursuant to the **EEO and/or** Affirmative Employment Program Plan, specific and
337 measurable objectives shall be set to correct the conditions. Those objectives will
338 include but not be limited to:

339

340 A. Validating existing selection procedures or;

341

342 B. Modifying, **eliminating** or substituting selection procedures **that are**
343 **unwarranted barriers to equal employment.** ~~to alleviate adverse impact.~~

344

345 **Section 6. Information and Data**

346

347 A. The Administration shall make available to employees written information
348 describing the **Agency's EEO programs**, Affirmative Employment Program
349 Plan and the EEO complaint procedure. The names and telephone numbers of
350 collateral-duty EEO counselors will be posted on bulletin boards and kept
351 current. Where full-time EEO counselors are available at a work location, the
352 telephone number of the EO Counseling Coordinator will be posted.

353

354 B. The Administration agrees to furnish the Union the following EEO information in
355 **paper or electronic format (as requested by the Union) on an as-needed**
356 **basis or at least annually when not requested by the Union: ~~on a yearly~~**
357 **basis:**

358

359 1. Workforce Profile by grade level according to sex, **age**, race, national
360 origin, and disabling condition;

361

362 2. Workforce Profile by selected professional, administrative, technical,
363 clerical and other white collar categories, and the blue collar occupational
364 category according to sex, race, national origin, **age** and disabling
365 condition;

366

367 3. Promotion trend data for selected positions according to sex, race,
368 national origin, **age** and disabling condition;

369

370 4. Outside hiring statistics for selected positions according to sex, race,
371 national origin, **age** and disabling condition;

372

373 5. ~~Age, national origin, and disabling condition data that is maintained by the~~
374 ~~Administration.~~

375

376 **6. Copies of any plans and reports for affirmative programs of equal**
377 **employment opportunity, including plans and reports for women and**
378 **minorities, workers 40 years of age and older, and for individuals**
379 **with disabilities; and**

380

381 **9. Demographic data for employees whose positions or functions the**
382 **Agency plans to abolish, outsource, or schedule to undergo an A-76**
383 **study and for positions and functions that are abolished, reduced in**
384 **number, outsourced, or contracted out.**

385

386 C. The Agency agrees to provide the above information, **quarterly**, in an
387 electronic **or paper** format. ~~Should the information be available on the web,~~
388 ~~the Agency will refer the Union to the appropriate web site in lieu of providing~~
389 ~~electronic reports.~~ The No Fear Act statistical data will be accessible to
390 bargaining unit employees on the Agency web site. **The Agency will be in**
391 **compliance with No Fear Act reporting in accordance with Appendix A.**

392

393 D. **If the implementation of the Agency's EEO program, plans or reports**
394 **involve changes in personnel policies, practices, or matters affecting**
395 **working conditions, the Union will be given a copy of the proposed**
396 **program/plan/report and an opportunity to exercise its bargaining rights**
397 **prior to implementation.**

398

399 **E. The Agency will review any employment practice or policy which has a**
400 **disproportionate impact on members of minority groups, women, people**
401 **40 years of age and older and people with disabilities with a view toward**
402 **its elimination or validation.**

403
404 **F. The Agency will develop results-oriented programs for affirmative**
405 **employment to resolve problems of under-utilization and under-**
406 **representation of members of minority groups, women, persons 40 years**
407 **of age and older, and persons with disabilities. The Agency's EEO**
408 **program and reports and Affirmative Employment Plans will be**
409 **developed in accordance with Equal Employment Opportunity**
410 **Commission (EEOC) and Office of Personnel Management (OPM)**
411 **guidelines.**

412
413 **G. In the case of a selection for a position where under-representation has**
414 **been identified by the Agency's EEO reports or Affirmative Employment**
415 **Plan, qualified candidates from minority groups or other protected**
416 **classes shall be given full consideration in accordance with law and**
417 **under merit promotion procedures as outlined in the National Agreement.**

418
419 **H. The EEO Committee will jointly monitor the selection process for**
420 **bargaining unit positions to ensure compliance with EEOC's rules and**
421 **regulations, the Agency's EEO and affirmative employment plans, and**
422 **merit promotion procedures**

423

424 **Section 7. Counselors**

425

426 A. The parties agree that sufficient numbers of trained EEO counselors are
427 necessary to a properly administered EEO program. Counselors will be given
428 appropriate training and will be available and accessible to employees. **SSA**
429 **will select counselors from all operating components and geographic**
430 **areas that reflect the diversity of the workforce. Such counselors will be**
431 **collateral duty counselors. SSA will provide sufficient funding for**
432 **counseling activity to enable counselors to meet with complainants and**
433 **their representatives face-to-face.**

434

435 B. **The Agency shall formally solicit nominations for EEO Counselors from**
436 **the Union at least on a semi-annual basis or as EEO Counselor vacancies**
437 **occur.** It is mutually agreed by the parties that the Union at appropriate levels
438 may submit nominees for EEO counselor positions being filled on a collateral
439 duty basis. The Administration will appoint the equal opportunity counselors
440 and will give consideration to the Union nominees. **If SSA does not select the**
441 **Union nominee(s), SSA will provide written rationale explaining such non-**
442 **selection.**

443

444 C. ~~When feasible, employees may select EEO counselors of their choosing. If the~~
445 ~~employee cannot be provided with a counselor of his/her choosing, the names~~
446 ~~of available counselors will be provided.~~

447

448 **D. Names, telephone numbers, locations and pictures of EEO counselors, an**
449 **EEO Complaints Process chart, and the Agency's EEO policy statement**
450 **will be posted on official bulletin boards in locations frequented by**
451 **bargaining unit employees (e.g., break room or cafeteria). This**
452 **information will also be available on the Agency's intranet or website.**
453 **Employees may choose from available EEO counselors to pursue their**
454 **complaints.**

455

456 **E. Employee representatives in EEO complaints will have prompt access, subject**
457 **to applicable EEOC procedures, to copies of the EEO Counselor and**
458 **Investigative Reports and the personnel records of the complainant.**

459

460 **F. The Agency will ensure full cooperation of all Agency personnel with EEO**
461 **Counselors and EEO personnel in the processing of complaints at all**
462 **stages of the EEO complaint process or grievance process, as applicable,**
463 **under this Agreement.**

464

465 **G. Recognizing the importance of the EEO Counselors to the existence of an**
466 **effective Equal Employment Opportunity Program and consistent with**
467 **EEO guidance, the Agency will provide sufficient training to all EEO**
468 **Counselors on the skills needed to perform this function. Training on the**

469 subject of sexual harassment shall continue to be included in SSA's training
470 program provided to EEO counselors.

471

472 ~~H. In the Data Operations Center,~~ No employee shall be precluded from serving
473 as an EEO Counselor. ~~based on grade level.~~

474

475 I. The Counselor will provide the employee ~~or~~ **and** his/her representative a copy
476 of the initial contact form.

477

478 **J. To the extent possible, EEO Counselors shall complete their duties within**
479 **30 days of the initial counseling contact, unless the parties mutually**
480 **agree in writing to extend the counseling period. The agreed-upon**
481 **extension will be in writing and must include a statement identifying the**
482 **additional amount of time that has been agreed upon. Consistent with**
483 **EEO regulations, the counselor's duties include but are not limited to the**
484 **following:**

485 **1. Notifying the aggrieved of his/her rights and responsibilities in**
486 **writing, including:**

487 **a. the right to have a representative present at all stages of the**
488 **EEO complaint process;**

489 **b. the right to file a formal complaint at the conclusion of the**
490 **counseling period or a grievance as set forth in accordance with**
491 **the National Agreement; and**

492 **c. the right to request an EEOC hearing or Final Agency**
493 **Decision after the Agency has investigated the formal**
494 **complaint.**

495 **2. Performing an inquiry into the informal complaint and preparing a**
496 **Counselor's Report to be given to the aggrieved at the conclusion of**
497 **counseling.**

498 **3. Conducting an initial and final interview with the complainant. At**
499 **the time of the initial and final interview, the Counselor will explain the**
500 **employee's statutory and contractual rights for the EEO process.**

501 **4. Performing his or her duties in a professional manner.**

502 **5. Keeping the identity of the aggrieved anonymous until such time**
503 **that the complainant has agreed to his/her identity being revealed or**
504 **until a formal complaint has been filed.**

505 **6. Conducting the counseling activities in accordance with the**
506 **Agency's and EEOC's Directives.**

507 **7. Communicating with the designated representative of the aggrieved**
508 **throughout the counseling process.**

509 **K. The Agency will provide employees with a place to meet privately with**
510 **EEO counselors and their representatives, and permit offsite meetings on**
511 **duty time, when requested.**

512

513 **L. EEO Counselors shall be free from restraint, interference, coercion,**
514 **discrimination, or reprisal in connection with the performance of their**
515 **duties.**

516

517 **M. The Agency will provide Union designees (i.e., officers, stewards), upon**
518 **request, the same training in the Equal Employment Opportunity (EEO)**
519 **complaint process as that given to EEO counselors.**

520

521 **N. If an employee elects to utilize the grievance procedure with Union**
522 **representation, instead of the statutory procedure for alleged**
523 **discrimination, the Union shall have the right of discovery, if the**
524 **grievance is referred to arbitration.**

525

526 **Section 8. Complaints**

527

528 ~~A. Any employee who wishes to file or has filed a complaint shall be free from~~
529 ~~coercion, interference, and reprisal, and shall be entitled to expeditious~~
530 ~~processing of the complaint within the time limits prescribed by regulations.~~

531 ~~Any employee who seeks to file a complaint shall have the right to select a~~
532 ~~representative of his/her choosing.~~

533

534 ~~B. An employee has the option of filing a complaint under the negotiated~~
535 ~~grievance procedure (Article 24) or under the agency EEO complaint~~
536 ~~procedure, but not both. EEO counselors will provide an inquiring employee a~~
537 ~~written description of both procedures.~~

538

539 **A. An employee who believes he/she has been discriminated against on the**
540 **basis of race, color, religion, sex, national origin, age, disability, or**
541 **reprisal for engaging in EEO activity may file an EEO complaint or**
542 **grievance pursuant to the National Agreement. The employee must**
543 **contact an EEO counselor within 45 calendar days of the date of the**
544 **alleged discriminatory action or within 45 calendar days of when the**
545 **employee was made aware of the alleged discrimination. Consistent with**
546 **29 CFR 1614, a formal EEO complaint must be filed within 15 calendar**
547 **days of receipt of the notice of right to file from the EEO counselor.**

548

549 **B. The Union may file a group grievance on behalf of employees who allege**
550 **they have been or are being adversely affected by a personnel**
551 **management policy or practice or hiring practice that discriminates**
552 **against the group on the basis of their race, color, religion, sex, national**
553 **origin, marital status, sexual orientation, gender identity, genetics,**

554 **parental status, political affiliation, size, age, disability, or EEO activity, in**
555 **accordance with the National Agreement.**

556
557

558 **C. An employee has the right to be accompanied, represented, and advised**
559 **by a representative of his/her choice at any stage of the complaint**
560 **process under the EEO administrative complaint process or negotiated**
561 **procedures. The employee is entitled to expeditious processing of the**
562 **complaint or grievance within the time limits prescribed by regulations or**
563 **by this Agreement. The employee will designate his/her representative in**
564 **writing. The Agency will pay travel and per diem, in accordance with**
565 **Federal Travel Regulations, for the designated representative(s), technical**
566 **assistant(s), and witnesses (during the hearing), and the employee**
567 **complainant at all stages of the EEO process including alternative dispute**
568 **resolution, the complaint process, court proceedings, and any other**
569 **process for which the employee requests representation in parity with the**
570 **Agency's number of representatives. The Agency will pay travel**
571 **expenses and per diem for the complainant representative(s) in parity**
572 **with the number of Agency representative(s) under Federal Travel**
573 **Regulations.**

574
575

576 **D. Any employee who wishes to file or has filed an EEO complaint or**
577 **grievance, an employee who serves as a representative of another**
employee, or any employee who acts as a witness or provides

578 information will be free from coercion, interference, dissuasion, and
579 reprisal.

580
581 **E. Prior to contacting any potential witnesses to participate in the EEO**
582 **process, the Agency will notify in writing, the potential witness of his/her**
583 **rights which includes the right of representation. The Union will be given**
584 **advance written notice prior to any actual contact with a witness or**
585 **witnesses.**

586
587 **F. Persons who allege discrimination or who participate in the presenting of**
588 **such complaints or grievances will be free from restraint, interference,**
589 **coercion, dissuasion, or reprisal.**

590
591 **G. Union officials representing employees in EEO complaints or grievances**
592 **will have prompt access, subject to applicable EEO procedures, to copies**
593 **of the EEO Counselor's Report, Investigative Reports, and the personnel**
594 **records of the complainant.**

595
596 **H. If a change in working conditions arises as a result of an EEO settlement,**
597 **the Agency will notify the Union and will bargain upon the Union's**
598 **request in accordance with the National Agreement. Nothing in this**
599 **article should be construed as waiving the Union's right to bargain mid-**
600 **term changes in personnel policies, practices, or matters affecting**
601 **working conditions.**

602

603 **I. Employees who believe they have been discriminated against, on any**
604 **basis, may file a grievance pursuant to the National Agreement without**
605 **first contacting an EEO counselor.**

606

607 **J. The selection of the negotiated grievance procedure contained in this**
608 **Agreement to process a complaint of discrimination shall in no manner**
609 **prejudice the right of an aggrieved employee to request the Merit Systems**
610 **Protection Board (MSPB) to review the final decision in the case of any**
611 **personnel action that could have been appealed to the Board, or, where**
612 **applicable, to request the Equal Employment Opportunity Commission**
613 **(EEOC) to review a final decision in any other matter involving a**
614 **complaint of discrimination of the type prohibited by any law**
615 **administered by the Commission. Appeals to the MSPB or to the EEOC**
616 **shall be filed pursuant to such regulations as the Board or the**
617 **Commission may prescribe.**

618

619 **K. The Administration agrees to furnish the Union statistical reports concerning**
620 **discrimination complaints filed by bargaining unit employees. The Agency**
621 **agrees to provide the above information in an electronic **and paper** format.**
622 ~~Should the information be available on the web, the Agency will refer the union~~
623 ~~to the appropriate web site in lieu of providing electronic reports.~~

624

625 **Section 9. Employee Complaint Elections**

626

627 **A. Employees with complaints of discrimination on the bases of race, color,**
628 **religion, sex, national origin, age, disability, or previous EEO activity may**
629 **elect to have their complaints resolved by using either the negotiated**
630 **grievance procedure as provided in this Agreement or the statutory**
631 **complaint process, but not both.**

632

633 **B. Consistent with the National Agreement, an employee shall be deemed to**
634 **have made an election under either the statutory procedure or the**
635 **negotiated grievance procedure at such time as the complainant files a**
636 **written grievance or files a formal written complaint under the statutory**
637 **EEO complaint procedure, whichever comes first. A discussion with an**
638 **EEO Counselor stays the filing of a grievance until a final counseling**
639 **report is issued and received by the aggrieved, at which time the**
640 **timeframes for filing a grievance commence.**

641

642

643 **C. A mixed case complaint is a complaint of employment discrimination filed**
644 **with the Agency EEO office based on race, color, religion, sex, national**
645 **origin, disability, or age related to or stemming from an action that can be**
646 **appealed to the MSPB. A “mixed case” appeal is an appeal filed with**
647 **MSPB alleging an appealable agency action was taken in part or in whole**
648 **because of discrimination based on race, color, religion, sex, national**

649 **origin, disability, or age. An employee may file an EEO complaint with the**
650 **Agency under the agency EEO complaint procedures or an appeal with**
651 **MSPB under the MSPB procedures. An employee may not file a mixed**
652 **case complaint under the Agency’s EEO procedures and an MSPB appeal**
653 **on the same matter, if MSPB has jurisdiction. Whichever is filed first shall**
654 **be considered an election to proceed in that forum.**

655
656 **At the conclusion of the informal interview process, the EEO counselor**
657 **shall inform employees, in writing, of their right to file a grievance, an**
658 **EEO complaint, or an appeal to MSPB (where applicable) with a written**
659 **description of the procedures (close out letter) and the time limits for**
660 **each option. EEO counselors will provide an employee a written**
661 **description of the procedures for each of the above.**

662

663 **Section 10. Duty Status**

664

665 A. When an employee files a complaint of discrimination under the statutory
666 procedure, he/she and the designated personal representative(s) (if employee
667 of the Agency), shall have a reasonable amount of duty time to prepare the
668 complaint and to respond to Agency and EEOC requests for information, in
669 accordance with EEOC regulations (~~29 C.F.R. Part 1614.605~~). ~~Generally, the~~
670 ~~employee and his/her designated personal representative (if an employee of~~
671 ~~the Agency and otherwise in duty status) may have up to eight hours of duty~~
672 ~~time for preparation through the investigation stage of the complaint.~~

673 ~~Thereafter, if the employee requests an EEOC conducted hearing, the~~
674 ~~employee and his/her designated personal representative (if an Agency~~
675 ~~employee and otherwise in duty status) may generally have up to 24 hours of~~
676 ~~duty time for preparation through the hearing stage. The employee and his/her~~
677 ~~designated personal representative (if an Agency employee and otherwise in a~~
678 ~~duty status) may have up to eight hours of duty time to prepare any appeals~~
679 ~~filed with the EEOC. The complainant and his/her designated representative (if~~
680 ~~an Agency employee) must request this time in advance from their manager(s)~~
681 ~~and must provide with this request the Agency or Complaint of Discrimination~~
682 ~~identifying number as appropriate to the stage of the complaint.~~

683

684 B. In consideration of the unique importance of this plan to all SSA employees, the
685 Union, and the Administration, the Employer agrees to provide notice and
686 bargain to the extent required by 5 U.S.C. 71 on changes to the AEP plan.

687

688 **C. Travel time for an employee complainant and their representative(s)**
689 **should be on duty time in accordance with the National Agreement.**

690

691 **D. Travel for the employee complainant , witnesses and their**
692 **representative(s) will be paid by the Agency in accordance with Federal**
693 **Travel Regulations for all phases of the EEO process, including**
694 **counseling, ADR/mediation, and the formal complaint.**

695

696 **E. The Union will be allowed attendance at any phase of the EEO process,**
697 **including the informal complaint, settlement discussions, ADR/mediation,**
698 **and the EEO hearing.**

699 ~~Travel expenses for statutory complaints will be paid in accordance with 29~~
700 ~~C.F.R. 1614.605.~~

701

702 **F. The Privacy Act prohibits SSA from disclosing personal information**
703 **about employees to third parties without the prior written consent of the**
704 **employees involved.**

705

706 **G. Retaliation against employees or their representatives is prohibited.**

707

708 **Section 11. Sexual Harassment**

709

710 **A.** The parties recognize that harassment on the basis of sex is a violation of
711 Section 703 of Title VII of the Civil Rights Act of 1964. Unwelcome sexual
712 advances, request for sexual favors, and other verbal or physical conduct of a
713 sexual nature constitute sexual harassment when the conditions as described
714 in EEOC guidelines, Section 1604.11 are present.

715

716 **B. Sexual harassment is a form of sex discrimination which undermines the**
717 **integrity of the employment relationship and adversely affects employee**
718 **health and opportunity. All employees must be allowed to work in an**

719 **environment free from unsolicited and unwelcome sexual behavior. The**
720 **Agency will provide all bargaining unit employees a work atmosphere free**
721 **from sexual harassment and make employees aware of the Agency's**
722 **sexual harassment policy. When made aware of an accusation of sexual**
723 **harassment, the Agency will take swift and effective action.**

724

725 **C. Unwelcome sexual advances, requests for sexual favors, and other verbal**
726 **or physical conduct of a sexual nature constitute sexual harassment**
727 **when:**

728 **1. submission to such conduct is made either explicitly or implicitly a**
729 **term or condition of an individual's employment;**

730 **2. submission to or rejection of such conduct by an individual is used**
731 **as the basis for career or employment decisions affecting such**
732 **individual; or**

733 **3. such conduct has the purpose or effect of unreasonably interfering**
734 **with an individual's work performance or creating an intimidating,**
735 **hostile, or offensive working environment.**

736

737 **D. The Agency will provide employees with a work environment that is free**
738 **of sexual favoritism, which is a form of sexual harassment. Sexual**
739 **favoritism sexual harassment occurs when there is a widespread and**
740 **extensive work pattern of rewarding employees who consensually submit**

741 **to sexual demands that penalizes those employees who do not submit or**
742 **were not the target of the demands or harassment.**

743

744 **E. Verbal, physical or visual conduct may constitute sexual harassment.**

745 **Employees who are sexually harassed by supervisors, superiors, co-**
746 **workers, or peers should make it clear that such behavior is offensive and**
747 **report the harassment to the appropriate level. It is the responsibility of**
748 **the supervisor/manager to immediately examine the matter and take**
749 **necessary corrective action.**

750

751 **F. Sexual harassment may be verbal or physical, exhibited by a man to a**
752 **woman, by a woman to a man, or within the same gender. Examples of**
753 **behaviors which could constitute sexual harassment are touching, sexual**
754 **innuendo, suggestive comments, threats, and nude or sexually explicit**
755 **pictures or jewelry, cartoons or calendars, etc.**

756

757 **G. Where an employee has brought an allegation of sexual harassment to**
758 **the attention of the Agency, the Agency shall treat such allegations as**
759 **confidential and shall reveal no more information concerning such an**
760 **allegation than is necessary to conduct a full, prompt, and serious**
761 **investigation.**

762

763 **H. Any employee who believes that he/she has been a victim of sexual**
764 **harassment may file a grievance, EEO complaint, or a mixed case appeal**

765 **with the MSPB as set forth in Section 10.3 above and the National**
766 **Agreement.**

767

768 **Section 12. Employee Evaluation Protected Activity**

769

770 Employees who use authorized official time (in accordance with 29 C.F.R.) in EEO
771 activities who otherwise would be in a duty status will not be disadvantaged **in any**
772 **personnel action** ~~on their appraisals~~ for approved absences to participate in
773 functions authorized under this article.

774

775 **Section 13. Reasonable Accommodations for Employees with Disabilities**

776

777 **A. The parties agree that for this Agreement the definition of an employee**
778 **with disabilities is:**

- 779 **1. has a physical or mental impairment which substantially**
780 **limits one or more of such person's major life activities;**
781 **2. has a record of such impairment;**
782 **3. is regarded as having such an impairment;**
783 **4. has a temporary disabling condition, which includes, but is**
784 **not limited to pregnancy; or**
785 **5. is classified as a disabled veteran.**

786

787 **B. "Qualified person with a disability" means, with respect to**
788 **employment, a person with one or more impairment(s) who, with or**
789 **without reasonable accommodation, can perform the essential**
790 **functions of the position in question, without endangering the health**
791 **and safety of him/herself or others and who:**

792

793 **1. meets the experience and/or education requirements (which**
794 **may include passing a written test) of the position in**
795 **question; or**

796 **2. meets the criteria for appointment under one of the special**
797 **appointing authorities for persons with disabilities.**

798

799 **C.-A.**In accordance with Section 501 of the Rehabilitation Act of 1973, as
800 amended, Section 403 of the Vietnam Veterans Readjustment Assistance Act
801 of 1974, as amended, and other Government-wide rules and regulations
802 pertaining to the employment of individuals with disabilities, SSA is committed
803 to affirmative action for the employment, placement, and advancement of
804 qualified individuals with disabilities and disabled veterans.

805

806 **D.B.**SSA will offer reasonable accommodation to the known physical or mental
807 limitations of qualified individuals with a disability, regardless of type of
808 appointment, in accordance with law **and the 2008 Amendment of the**
809 **ADA/Rehabilitation Act**, unless the agency can demonstrate that the

810 accommodation would impose an undue hardship on the operation of SSA's
811 program as defined in 29 C.F.R. 1614.203. **The Agency, on its own**
812 **initiative, will accommodate an employee with a known physical or mental**
813 **limitation to perform his/her work. If the Agency does not do so, the**
814 **employee may request an accommodation, orally or in writing. The**
815 **Agency must provide the employee requesting a reasonable**
816 **accommodation with its accommodation policies, regulations and**
817 **provisions of this Agreement that describe how to initiate an**
818 **accommodation request and the Agency process for determining an**
819 **accommodation request. The Agency will inform the employee, within**
820 **three (3) work days, of the appropriate management official with authority**
821 **to engage in an interactive process with the employee to discuss**
822 **reasonable accommodations options. In determining what**
823 **accommodation, if any, can be made, the Agency will consider the**
824 **perspective of the individual with a disability.**

825

826 **E.G.** The parties recognize that individual accommodations will be determined on
827 a case-by-case basis, taking into consideration the employee's specific
828 disability, existing limitations, the work environment and any undue hardship
829 imposed on the operation of SSA's program as defined above. Qualified
830 employees with disabilities may request specific accommodations.

831

832 **F.D.** Both parties agree that reasonable accommodation means an adjustment
833 made to a job and/or the work environment that enables a qualified person with
834 a disability to perform the duties of that position. SSA will eliminate undue
835 delay in considering requests for reasonable accommodations for employees
836 with disabilities. ~~despite general fiscal constraints.~~ **The Agency will respond**
837 **to an employee's request for reasonable accommodation within five (5)**
838 **workdays of receiving the request at all levels according to the ADA**
839 **Amendment Act of 2008/Rehabilitation Act. If additional time is necessary**
840 **to respond to the request, the reason(s) for the delay and the approximate**
841 **timeframe for the response will be provided to the employee in writing. If**
842 **the request is denied, the reason(s) for the denial will be provided to the**
843 **employee in writing. Denials will not be made for arbitrary reasons. If**
844 **the Agency does not request additional time to respond and fails to**
845 **respond within five (5) days, the Agency agrees that the employee may**
846 **consider his or her request for accommodations to be granted, provided**
847 **the requested accommodation is lawful.** Such accommodations are to be
848 considered as exceptions to the general restrictions and will be evaluated on a
849 case-by-case basis with regard to the merit of the request.

850

851 **G.E.** Should an ~~non-probationary~~ employee become unable to perform the
852 essential functions of his or her position even with reasonable accommodation
853 due to a disability or **to an injury or illness**, the agency shall offer to reassign
854 the employee **another position for which the employee is qualified** when a

855 ~~funded vacant position is available and the other conditions in 29~~
856 ~~C.F.R. 1614.203(g) are met.~~

857

858 ~~H.F.~~For employees with disabilities, job restructuring is one of the principal means
859 by which some qualified workers with disabilities can be accommodated. The
860 principal steps in restructuring jobs are:

- 861 1. Identify which factor, if any, which makes a job incompatible with a
862 worker's disability.
- 863 2. If a barrier is identified in a nonessential job function, it may be eliminated
864 so that the capabilities of the person may be used to the best advantage.
- 865 3. Job restructuring does not alter the essential functions of the job, rather,
866 any changes made are those which enable the person with a disability to
867 perform those functions.

868

869 ~~I.G.~~Both parties agree that in many cases, changes in the work environment
870 enable persons with disabilities to more effectively perform their job duties.

871 Alterations may be, but not limited to:

- 872 1. Rearranging files or shelves;
- 873 2. Widening access areas;
- 874 3. Maintaining hazard-free pathways;
- 875 4. Raising or lowering equipment;
- 876 5. Moving equipment controls from one side to the other, or modifying
877 them for hand or foot operation;

- 878 6. Installing special holding devices on desks, benches, chairs or
879 machines.
- 880 7. With respect to the modernized systems environment, examples of
881 accommodations are:
- 882 a. The surface that holds the terminal will be adjusted to a level suitable
883 to the employee's needs.
- 884 b. The keyboard will have "light touch." Guards and other adaptive
885 devices will be considered.
- 886 c. Visually impaired employees will be permitted to label "home" keys.
- 887 d. Operational and training materials will be available in Braille.
- 888 e. Lap trays will be considered.
- 889 f. Computer based voice-output systems or VDT screen enlargers will
890 be provided for visually impaired employees.
- 891 g. Hardware and software will be configured to accommodate color
892 blindness (blinking cursor, highlighting).
- 893 h. Printer switches will be available in "light touch" and located in an
894 easily accessible location.
- 895 **i. job restructuring;**
- 896 **j. making facilities readily accessible to and usable by individuals**
897 **with disabilities;**
- 898 **k. modifying work schedules;**
899

- 900 **l. acquiring or modifying furniture, equipment or devices;**
- 901 **adjusting or modifying examinations, training materials or**
- 902 **policies;**
- 903 **m. providing qualified readers and interpreters for persons with**
- 904 **visual and hearing impairments;**
- 905 **n. varying work hours in accordance with Article 10, Hours of**
- 906 **Work;**
- 907 **o. telecommuting or working at home in accordance with the**
- 908 **National Agreement;**
- 909 **p. granting of leave and LWOP in accordance with this Agreement;**
- 910
- 911 **q. reassigning or transferring employees to another position;**
- 912
- 913 **r. closed captioning for the hearing impaired; and**
- 914
- 915 **s. limited walking for mobility impaired employees**
- 916

917 **J.H.**An employee ~~may~~ **will** be provided assistive devices ~~if~~ **when** the
918 Administration determines that the use of the equipment is necessary to
919 perform official duties. Such equipment does not cover personal items which
920 the employee would be expected to provide such as, hearing aids or eye
921 glasses.

922

923 **K.I.**SSA facilities shall be accessible to employees with disabilities. **The Agency**
924 **affirms its commitment to a work environment that is free of architectural**
925 **barriers.**

926

927 ~~L.J.~~The Administration will be liberal in granting leave **and LWOP** to accommodate
928 the condition of qualified employees with disabilities. This policy will cover but
929 not be limited to the following:

- 930 1. Supervisors will advise employees with mobility impairments of the
931 administrative procedures to request administrative leave when weather
932 conditions made it extremely difficult or hazardous to report to work.
- 933 2. Leave without pay ~~may~~ **will** be granted for illness or disability.
- 934 3. Sick leave can be appropriately used by an individual with a disability, who
935 uses prosthetic devices, wheel chair, crutches, guide dog, or other similar
936 assistive devices, for equipment repair or guide dog training or medical
937 treatment.

938

939 ~~M.K.~~The Administration will provide employees with disabilities full consideration
940 for all training opportunities. Once an employee is selected for training, the
941 Administration will provide reasonable accommodation to the employee to
942 attend and complete the training.

943

944 ~~It is the intent of~~ The Administration **will not discriminate in providing on-the-**
945 **job training opportunities for employees with disabilities.** ~~to provide on-~~
946 ~~the-job training opportunities to qualified employees with disabilities consistent~~
947 ~~with operational needs.~~

948

949 Reasonable accommodations for training, both formal and on-the-job
950 opportunities, include such things as:
951 1. modification of training and reference materials (example: training guides
952 in Braille);
953 2. provision for a qualified interpreter for ~~deaf~~ **hearing impaired** trainees;
954 3. use of a mentor to provide individualized training;
955 4. assuring physical access to training facilities, restrooms, and lodgings.

956

957 ~~N.L.~~As in the case with all bargaining unit employees, employees with disabilities
958 may seek Union assistance and/or representation on their individual concerns,
959 consistent with the terms of this agreement.

960

961 ~~O.M.~~For the purpose of continuing to provide reasonable accommodations for
962 hearing-impaired employees, management agrees to provide interpreter
963 services for those employees who seek Union assistance and/or representation
964 on their individual concerns. To the extent possible, this should be arranged in
965 advance unless the employee wants to retain confidentiality.

966

967 ~~P.N.~~To provide employees with disabilities equal opportunity to perform official
968 business travel, certain additional travel expenses necessarily incurred to
969 accommodate the employee's disability may be reimbursed under the Federal
970 Travel Regulations.

971

972 **Q. To provide hearing and visually impaired employees with interpreters and**
973 **readers.**

974

975 **R. To provide closed captioning on all videos and IVT broadcasts.**

976

977 **S. The Agency agrees to reimburse disabled and visually impaired**
978 **employees while in travel status for reasonable expenses related to**
979 **transportation and services, as required.**

980

981 **Section 14. Accommodations for Religious Needs**

982

983 **Employees may request accommodation for special religious needs.**

984 **Accommodation of employees with religious needs will be addressed**
985 **consistent with federal laws, rules and regulations. The Agency will**
986 **respond to such requests within three (3) workdays.**

987

988 **Whenever work is available for credit hours, employees will also have the**
989 **option of working religious compensatory time.**

990

991 **The Agency will approve requests to earn and use religious compensatory**
992 **time in accordance with the Religious Compensation MOU dated August 3,**
993 **2001.**

994

995

996 **Section 15. Pregnancy and Temporary Disabilities**

997

998 **A. Employees who are pregnant, nursing, or temporarily disabled may**
999 **formally request accommodation. A formal request for such**
1000 **accommodation must be in writing and must include the employee's**
1001 **reason for requesting an accommodation, the employee's suggestion for**
1002 **an accommodation (e.g., modification of schedule), and the anticipated**
1003 **length of time the accommodation will be needed. The Agency agrees to**
1004 **consider such requests; the employee and supervisor should work**
1005 **together to try to find solutions to accommodate each other's needs.**
1006 **The Agency's decision whether or not to provide individual**
1007 **accommodations will be made on a case-by-case basis, taking into**
1008 **consideration the employee's specific needs, the work environment, and**
1009 **the Agency's business needs. If an employee's request is based on a**
1010 **medical condition, the Agency may require the employee to submit**
1011 **medical documentation in support of her/his request to the designated**
1012 **management official.**

1013

1014 **B. A pregnant employee, after consultation with her physician, may request**
1015 **temporary reassignment to other available work for which she is**
1016 **qualified, to protect her health and that of her unborn child(ren). She**
1017 **may also request modification of her work duties due to adverse working**

1018 **conditions. Where such reassignment is requested, based on medical**
1019 **certification, the Agency will make a reasonable effort to accommodate**
1020 **the employee's request.**

1021

1022 **C. Employees recuperating from illness or injury who are temporarily**
1023 **unable to perform the full range of official duties may submit to their**
1024 **supervisor a written request for a temporary assignment to duties**
1025 **commensurate with the disabilities or the illness or injury. Such**
1026 **requests will be accompanied by a medical certification which will assist**
1027 **in establishing the duty limits for the employee and the length of time for**
1028 **limited duties. Upon receipt of the employee's written request, with the**
1029 **accompanying medical statement, the Agency agrees to make every**
1030 **effort to assign limited duties to the employee.**

1031

1032 **D. The Agency will respond to an employee's request for reasonable**
1033 **accommodation or temporary assignment within three (3) workdays of**
1034 **receipt of the request. If additional time is necessary to respond to the**
1035 **request, the reasons for the delay and the approximate timeframe for the**
1036 **response will be provided to the employee in writing. If the request is**
1037 **denied, the reason(s) for the denial will be provided to the employee in**
1038 **writing.**

1039

1040 **E. A secure, sanitary and private space, with an electrical outlet, will be**
1041 **made available to Agency employees for nursing mothers to express**

1042 **breast milk. This provision will not include a rest room as an appropriate**
1043 **facility. Appropriate time will be provided to the employee to express**
1044 **breast milk.**

1045

1046 **Section 16. Information and Notice to Union and Employees**

1047

1048 **The Agency will provide the Union copies of regulations in the Agency's**
1049 **possession that describe the discrimination complaints process and**
1050 **statistical reports concerning discrimination complaints and counseling**
1051 **requests filed by bargaining unit employees.**

1052

1053 **Provision of any information under this Article does not impact any rights**
1054 **the Union may have under 5 USC 7114 (b) and the Freedom of Information**
1055 **Act.**

1056

1057 **If an employee elects to use the grievance procedure with Union**
1058 **representation, instead of the statutory procedure for filing a discrimination**
1059 **complaint, the Union shall have the right to discovery, as described in the**
1060 **EEOC's regulations. Provisions of any information under this Article does**
1061 **not impact any rights the Union may have under 5 USC 7114 (b) and the**
1062 **Freedom of Information Act.**

1063

1064 **The Union representative designated in writing by the EEO complainant will**
1065 **have the same access to information as the complainant.**

1066

1067 **The Union will be provided information relating to the demographics of the**
1068 **workforce when requested to represent the bargaining unit employees in a**
1069 **potential or actual grievance. The Agency will also provide this information**
1070 **to the Union within ten (10) workdays of receiving a written request from the**
1071 **Union.**

1072

1073 **The Union will be notified of and provided with an opportunity to be present**
1074 **in any formal discussion affecting the terms and conditions of employment**
1075 **at such time in the processing of any EEO complaint as required by law. The**
1076 **Agency will notify the Union designee as far in advance of the formal**
1077 **discussion as possible under the circumstances and inform him/her of the**
1078 **nature of the original complaint; e.g., age discrimination. The Union**
1079 **representative will be acknowledged at the start of the formal discussion and**
1080 **will be given an opportunity to participate, which includes the opportunity to**
1081 **speak, comment, and make statements. These formal discussions will**
1082 **include, but not be limited to, interviews of employees by Agency**
1083 **officials/investigators, ADR meetings, counseling, etc.**

1084

1085 **Section 17. Hostile Work Environment Investigations**

1086

1087 **A. When a Hostile Work Environment (HWE) is alleged by any SSA**
1088 **employee, an investigation will be conducted by the Deputy**
1089 **Commissioner for Human Resources (DCHR), unless the alleged HWE is**
1090 **in the Human Resources Component at any level of the Agency, in which**
1091 **case the investigation will be conducted by the Commissioner of Social**
1092 **Security (COSS). In no case will line management, or any official within**
1093 **the Deputy Commissioner level component in which a HWE is alleged, be**
1094 **involved in the process.**

1095

1096 **B. Any, and all, employees who raise HWE allegations, as well as AFGE at**
1097 **the level(s) where allegations are raised, will be provided with the written**
1098 **investigation findings, all supporting documentation, and any and all**
1099 **recommendations or proposals, at the time the investigation is**
1100 **completed.**

1101

1102 **C. Any employee not satisfied with the results of a HWE investigation may**
1103 **elect to pursue the matter(s) by invoking the Article 24, Section 8**
1104 **procedures within 45 days after release of the findings, or within 45 days**
1105 **after implementation of any recommendations or proposals, at the**
1106 **employee's option.**

1107

1108 **D. Any and all discussions that include one or more AFGE bargaining unit**
1109 **employees will be conducted as formal discussions, with the Union**

1110 **afforded opportunities to be invited, to be introduced, and to participate,**
1111 **consistent with 5 U.S.C. 7114(a)(2)(A) and this Agreement.**

1112

1113 **E. All National AFGE/SSA EEO/AEP Committee members will receive**
1114 **quarterly reports of all HWE investigations concluded in the prior quarter.**
1115 **Reports will identify, at a minimum, the issues, components, work**
1116 **locations, and HWE investigation outcomes.**

1117

1118 The Parties agree to incorporate the SSA/AFGE EEO-ADR MOU dated
1119 January 31, 2002.

1120

1121