

1 Article 18

2  
3 Equal Employment Opportunity  
4

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 because of  
10 race, color, religion, sex, national origin, disabling condition, or age. In addition, the  
11 parties recognize their commitment to the policy of prohibiting discrimination on the basis  
12 of marital status, sexual orientation, parental status or political affiliation. The  
13 Administration will have a positive, continuing and results-oriented ~~program of affirmative~~  
14 ~~action~~ **programs of equal employment opportunity**. The parties agree that Equal  
15 Employment Opportunity shall be administered in accordance with Title 5 U.S.C. **Chapter**  
16 **72**, the Civil Rights Act of 1991, the Rehabilitation Act of 1973 as amended, the Age  
17 Discrimination in Employment Act (ADEA), Executive Order 11478, and other authorizing  
18 legislation, and applicable regulations.

19  
20  
21 Section 2. ~~Affirmative Employment Program Plan~~ **Affirmative Programs for Equal**  
22 **Employment Opportunity Plans**  
23

24 A. Establishment and implementation of the two ~~Affirmative Employment Program Plans~~  
25 ~~(Affirmative Programs for Equal Employment Opportunities and Disabled Veterans~~  
26 ~~Affirmative Plan)~~ **Equal Employment Opportunity Program Plans (Affirmative**  
27 **Programs for Equal Employment Opportunities (APEEO) and Disabled Veterans**  
28 **Affirmative Plan (DVAAP))** is a fundamental Administration objective. The  
29 Administration will continue to provide overall management support and budgetary  
30 planning to achieve ~~affirmative action~~ **equal employment opportunity** objectives  
31 throughout the Administration, as outlined in 29 CFR 1614.102, Section 501 of the  
32 Rehabilitation Act and the CFR for Disabled Veterans.

33

34 1. The Administration will provide the Union with the ~~Administration's procedures~~  
35 ~~for developing the Affirmative Employment Program Plans (AEPP) including~~  
36 ~~timeframes set by both the EEOC and the Administration.~~ **Equal Employment**  
37 **Opportunity Commission's (EEOC) Management Directive (MD) 715 policy**  
38 **guidance, standards and reporting requirements for developing the APEEO**  
39 **Plans, including timeframes set by the EEOC.**

40

41 2. Information sharing and discussion will take place ~~at the three (3) organizational~~  
42 ~~parts within which plans will be formulated; namely, Headquarters, Field and~~  
43 ~~OHA.~~ **with the AFGE National EEO Monitoring Committee.**

44

45 3. ~~Prior to submitting its Affirmative Employment Program Plan to the EEOC or~~  
46 ~~successor agency for approval, the Administration will provide a copy of the plan~~

47 ~~to the Union and, upon request, will fulfill its duty to bargain under law and this~~  
48 ~~agreement. The Administration will provide a copy of the annual EEOC MD~~  
49 ~~715 Report to the Union upon submittal to EEOC.~~

50

51 ~~B. Consistent with the EEOC Guidelines for Agency Affirmative Employment Program~~  
52 ~~Plans, the Administration's plan shall include as appropriate:~~

53

54 ~~1. A comprehensive program analysis of the current status of all affirmative action~~  
55 ~~efforts including:~~

56

57 ~~a. Organization and Resources;~~

58

59 ~~b. Workforce Analysis:~~

60

61 ~~(1) Analysis of SSA's workforce by Professional, Administrative, Technical,~~  
62 ~~Clerical and Other White Collar Occupational Categories and the Blue~~  
63 ~~Collar Occupational Category (PATCOB), grade groupings, and major~~  
64 ~~occupations;~~

65

66 ~~(2) Comparison of SSA's workforce with the previous year's workforce; and~~

67

68 ~~(3) Comparison of SSA's workforce with the appropriate civilian labor force~~  
69 ~~(CLF);~~

70

71 ~~e.—Discrimination complaints (review bases, issues, and findings of informal~~  
72 ~~and formal complaints);~~

73

74 ~~d.—Recruitment and Hiring;~~

75

76 ~~e.—Employment Development Programs;~~

77

78 ~~f.—Promotions;~~

79

80 ~~g.—Separations; and~~

81

82 ~~h.—Program Evaluation;~~

83

84 ~~2.—Problem and Barrier Identification;~~

85

86 ~~3.—Objectives and Action Items, including:~~

87

88 ~~a.—A clear statement of specific and measurable objectives and supporting~~  
89 ~~action items which will resolve problems identified;~~

90

91 ~~b.—Assignment of a responsible official for each objective and action item;~~

92

93 e. ~~A target date for completion of each objective and action item;~~

94

95 4. ~~Establishment of numerical objectives (goals) for each job category or major~~  
96 ~~occupation where there is a manifest imbalance or conspicuous absence of EEO~~  
97 ~~group(s) in the workforce;~~

98

99 5. **Section 3. Monitoring:**

100

101 a. ~~SSA shall provide the Union annual status reports on workforce profile and~~  
102 ~~action items;~~

103

104 b. ~~Any and all EEOC evaluation of SSA progress will be timely provided to~~  
105 ~~the Union.~~

106

107 e. **a.** The parties will meet annually for up to ~~3~~ **2** days ~~at SSA Headquarters~~  
108 **utilizing appropriate technology, as determined by management,** to  
109 assess progress **in meeting SSA's equal employment opportunity**  
110 **objectives** and make **joint** recommendations for adjustments, as appropriate.

111 The Union will be represented by up to six persons. This meeting will be

112 informal; however, a written report of the meeting will be prepared. This

113 Union monitoring team and their management counterpart will also be

114 considered as the parties' National EEO Monitoring Committee. ~~Such~~

115 ~~meetings of the EEO/AEPP monitoring committee will, whenever feasible,~~  
116 ~~take place concurrently with Article 29 meetings.~~

117

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

120

121 **Jointly agreed upon** ~~C~~committee recommendations will be submitted to the  
122 ~~Director of OCREO~~ **Associate Commissioner, Civil Rights and Equal**  
123 **Opportunity (OCREO)**. Should recommendations be referred to higher  
124 levels, the Union will be notified timely.

125

126 d. **b.** EEO committees with AFGE participation may continue or be established  
127 by mutual consent **utilizing appropriate technology, as determined by**  
128 **management**. Either party may end any committee once per year during  
129 the life of the contract by notifying the other party during the thirty (30) day  
130 period prior to the anniversary date of the contract.

131

132

133 Section 3 ~~4. Adverse EEO Impact~~ **Barriers to Employment**

134

135 Should ~~adverse EEO impact~~ **barriers to employment** be evidenced pursuant to the

136 ~~Affirmative Employment Program Plan~~ **EEOC MD 715**, specific and measurable

137 objectives shall be set to correct the conditions. ~~Those objectives will include but not be~~  
138 ~~limited to:~~

139

140 ~~A. Validating existing selection procedures or;~~

141

142 ~~B. Modifying or substituting selection procedures to alleviate adverse impact.~~

143

144 Section 4-5 Information and Data

145

146 ~~A.~~ The Administration shall make available to employees written information describing  
147 the ~~Affirmative Employment Program Plan~~ **APEEO** and the EEO complaint procedure.

148 The names and telephone numbers of collateral-duty EEO counselors will be posted on  
149 bulletin boards and kept current. Where full-time EEO counselors are available at a  
150 work location, the telephone number of the EO Counseling Coordinator will be posted.

151

152 ~~B. The Administration agrees to furnish the Union the following EEO information on a~~  
153 ~~yearly basis:~~

154

155 ~~1. Workforce Profile by grade level according to sex, race, national origin, and~~  
156 ~~disabling condition.~~

157

158 ~~2. Workforce Profile by selected professional, administrative, technical, clerical and~~  
159 ~~other white collar categories, and the blue collar occupational category according~~  
160 ~~to sex, race, national origin, and disabling condition.~~

161

162 ~~3. Promotion trend data for selected positions according to sex, race, national origin,~~  
163 ~~and disabling condition.~~

164

165 ~~4. Outside hiring statistics for selected positions according to sex, race, national~~  
166 ~~origin, and disabling condition.~~

167

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

170

171 ~~C. The Agency agrees to provide the above information in an electronic format. Should~~  
172 ~~the information be available on the web, the Agency will refer the Union to the~~  
173 ~~appropriate web site in lieu of providing electronic reports. The No Fear Act statistical~~  
174 ~~data will be accessible to bargaining unit employees on the Agency web site.~~

175

176

177 Section 5. Counselors

178

179 A. The parties agree that sufficient numbers of trained EEO counselors are necessary to a  
180 properly administered EEO program. Counselors will be given appropriate training and  
181 will be available and accessible to employees.

182

183 B. It is mutually agreed by the parties that the Union at appropriate levels may submit  
184 nominees for EEO counselor positions being filled on a collateral duty basis. The  
185 Administration will appoint the equal opportunity counselors and will give  
186 consideration to the Union nominees.

187

188 C. ~~When feasible, employees may select EEO counselors of their choosing. If the~~  
189 ~~employee cannot be provided with a counselor of his/her choosing, the names of~~  
190 ~~available counselors will be provided.~~ **Assignment of a counselor will be by**  
191 **OCREO/CREO.**

192

193 D. Employee representatives in EEO complaints will have prompt access, subject to  
194 applicable EEOC procedures, to copies of the EEO Counselor and Investigative  
195 Reports and the personnel records of the complainant.

196

197 E. Training on the subject of sexual harassment shall continue to be included in SSA's  
198 training program provided to EEO counselors.

199

200 F. In the Data Operations Center, no employee shall be precluded from serving as an EEO  
201 Counselor based on grade level.

202

203 G. The Counselor will provide the employee or his/her representative a copy of the ~~initial~~  
204 ~~contact form~~ **EEO counseling report**.

205

206

207 Section 6. Complaints

208

209 A. Any employee who wishes to file or has filed a complaint shall be free from coercion,  
210 interference, and reprisal, and shall be entitled to expeditious processing of the  
211 complaint within the time limits prescribed by regulations. Any employee who seeks to  
212 file a complaint shall have the right to select a representative of his/her choosing.

213

214 B. An employee has the option of filing a complaint under the negotiated grievance  
215 procedure (Article 24) or under the agency EEO complaint procedure, but not both.  
216 EEO counselors will provide an inquiring employee a written description of both  
217 procedures.

218

219 C. The Administration agrees to furnish the Union statistical reports concerning  
220 discrimination complaints filed by bargaining unit employees. The Agency agrees to  
221 provide the above information in an electronic format. Should the information be available  
222 on the web, the Agency will refer the union to the appropriate web-site in lieu of providing  
223 electronic reports.

224

225

226 Section 7. Duty Status

227

228 A. When an employee files a complaint of discrimination under the statutory procedure,  
229 he/she and the designated personal representative (if employee of the Agency), shall  
230 have a reasonable amount of duty time to prepare the complaint and to respond to  
231 Agency and EEOC requests for information, in accordance with EEOC regulations (29  
232 C.F.R. Part 1614.605). Generally, the employee and his/her designated personal  
233 representative (if an employee of the Agency and otherwise in duty status) may have up  
234 to eight hours of duty time for preparation through the investigation stage of the  
235 complaint. Thereafter, if the employee requests an EEOC conducted hearing, the  
236 employee and his/her designated personal representative (if an Agency employee and  
237 otherwise in duty status) may generally have up to 24 hours of duty time for  
238 preparation through the hearing stage. The employee and his/her designated personal  
239 representative (if an Agency employee and otherwise in a duty status) may have up to  
240 eight hours of duty time to prepare any appeals filed with the EEOC. The complainant  
241 and his/her designated representative (if an Agency employee) must request this time in  
242 advance from their manager(s) and must provide with this request the Agency or  
243 Complaint of Discrimination identifying number as appropriate to the stage of the  
244 complaint.

245

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

249

250 **B. Time spent by employees, including union officials, representing employees in**  
251 **statutory EEO complaints is official time under 29 Code of Federal Regulations**  
252 **and not countable towards the bank.**

253

254 **C. Travel expenses for statutory complaints will be paid in accordance with 29 C.F.R.**  
255 **1614.605.**

256

257

258 Section 8. Sexual Harassment

259

260 The parties recognize that harassment on the basis of sex is a violation of Section 703 of  
261 Title VII of the Civil Rights Act of 1964. Unwelcome sexual advances, request for sexual  
262 favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment  
263 **when this conduct explicitly or implicitly affects an individual's employment,**  
264 **unreasonably interferes with an individual's work performance, or creates an**  
265 **intimidating, hostile, or offensive work environment.when the conditions as described in  
266 ~~EEOC guidelines, Section 1604.11 are present.~~**

267

268

269 Section 9. Employee Evaluation

270

271 Employees who use authorized official time (in accordance with 29 C.F.R.) in EEO  
272 activities who otherwise would be in a duty status will not be disadvantaged on their  
273 appraisals for approved absences to participate in functions authorized under this article.

274

275

276 Section 10. Reasonable Accommodations for Employees with Disabilities

277

278 A. In accordance with Section 501 of the Rehabilitation Act of 1973, as amended, Section  
279 403 of the Vietnam Veterans Readjustment Assistance Act of 1974, as amended, and  
280 other Government-wide rules and regulations pertaining to the employment of  
281 individuals with disabilities, SSA is committed to ~~affirmative action~~ **equal opportunity**  
282 for the employment, retention, and advancement of qualified individuals with  
283 disabilities and disabled veterans.

284

285 B. SSA will offer reasonable accommodation to the known physical or mental limitations  
286 of qualified individuals with a disability, regardless of type of appointment, in  
287 accordance with law, unless the agency can demonstrate that the accommodation would  
288 impose an undue hardship on the operation of SSA's program as defined in 29 C.F.R.  
289 ~~1614.203~~ **1630.2(p)**.

290

291 C. The parties recognize that individual accommodations will be determined on a case-by-  
292 case basis, taking into consideration the employee's specific disability, existing  
293 limitations, the work environment and any undue hardship imposed on the operation of  
294 SSA's program as defined above. ~~Qualified employees with disabilities may request~~  
295 ~~specific accommodations.~~

296 D. Both parties agree that ~~R~~reasonable accommodation means modifications or  
297 adjustments **to the work environment, or to the manner or circumstances under**  
298 **which the position held or desired is customarily performed, that enable a**  
299 **qualified individual with a disability to perform the essential functions of that**  
300 **position; or modifications or adjustments that enable employees with disabilities**  
301 **to enjoy equal benefits and privileges of employment as are enjoyed by other**  
302 **similarly situated employees without disabilities.** ~~an adjustment made to a job and/or~~  
303 ~~the work environment that enables a qualified person with a disability to perform the~~  
304 ~~duties of that position.~~ SSA will eliminate undue delay in considering requests for  
305 reasonable accommodations for employees with disabilities despite general fiscal  
306 constraints. Such accommodations are to be considered as exceptions to the general  
307 restrictions and will be evaluated on a case-by-case basis with regard to the merit of the  
308 request.

309 **Reasonable accommodation** does not cover personal items which the employee would  
310 be expected to provide such as, hearing aids, **prosthetic devices, wheelchairs, or** eye  
311 glasses, **or transportation to work.** (*Revised and moved from Section 10 H*)

312

313 E. Should ~~an non-probationary~~ employee become unable to perform the essential  
314 functions of his or her position even with reasonable accommodation due to a disability,  
315 the agency shall offer to reassign the employee when a funded vacant position is  
316 available and the other conditions in 29 C.F.R. ~~1614.203(g)~~ **1630** are met.

317

318 F. ~~For employees with disabilities, j~~ Job restructuring is one **method** of the principal  
319 ~~means~~ by which some qualified ~~workers-~~ **employees** with disabilities can be  
320 accommodated. The principal steps in restructuring jobs are:

321

322 1. Identify which factor, ~~if any, which~~ makes a job incompatible with a worker's  
323 disability.

324

325 2. If a barrier is identified in a nonessential job function, ~~it~~ **that function** may be  
326 eliminated ~~so that the capabilities of the person may be used to the best advantage.~~

327

328 3. ~~Job restructuring does not alter the-~~ **An** essential functions of the job **cannot be**  
329 **eliminated**, rather, **the job may be restructured in how the essential function**  
330 **is performed** ~~any changes made are those which to~~ enable the **employee person**  
331 with a disability to perform ~~these~~ functions.

332

333 G. Both parties agree that in many cases, changes in the work environment enable persons  
334 with disabilities to more effectively perform their job duties. **Accommodations**  
335 ~~Alterations~~ may ~~be~~ **involve**, but **are** not limited to, **the following**:

336

337 1. Rearranging files or shelves;

338

339 2. Widening access areas;

340

341 3. Maintaining hazard-free pathways;

342

343 4. Raising or lowering equipment;

344

345 5. Moving equipment controls from one side to the other, or modifying them for  
346 hand or foot operation;

347

348 6. Installing special ~~holding devices~~ **hand controls** on desks, benches, ~~chairs~~ or  
349 machines.

350

351 **7. Providing assistive technology.**

352 ~~7. With respect to the modernized systems environment, examples of~~

353 ~~accommodations are:~~

354

355 ~~a. The surface that holds the terminal will be adjusted to a level suitable to the~~  
356 ~~employee's needs.~~

357

358 ~~b. The keyboard will have "light touch." Guards and other adaptive devices~~  
359 ~~will be considered.~~

360

361 ~~e. Visually impaired employees will be permitted to label "home" keys.~~

362

363 ~~d. Operational and training materials will be available in Braille.~~

364

365 ~~e. Lap trays will be considered.~~

366

367 ~~f. Computer based voice output systems or VDT screen enlargers will be~~  
368 ~~provided for visually impaired employees.~~

369

370 ~~g. Hardware and software will be configured to accommodate color blindness~~  
371 ~~(blinking cursor, highlighting).~~

372

373 ~~h. Printer switches will be available in "light touch" and located in an easily~~  
374 ~~accessible location.~~

375

376 ~~H. An employee may be provided assistive devices if the Administration determines that~~  
377 ~~the use of the equipment is necessary to perform official duties. Such equipment does~~  
378 ~~not cover personal items which the employee would be expected to provide such as,~~  
379 ~~hearing aids, or eye glasses.~~

380

381 **I.H.** SSA facilities shall be accessible to employees with disabilities.

382

383 **J.I.** The Administration will be liberal in granting leave to accommodate the condition of  
384 qualified employees with disabilities. This policy will cover but not be limited to the  
385 following:

386

387 1. Supervisors will advise employees with mobility impairments of the  
388 administrative procedures to request administrative leave when weather  
389 conditions made it extremely difficult or hazardous to report to work, **in**  
390 **accordance with Article 31, Section 3F.**

391

392 2. Leave without pay may be granted for illness or disability.

393

394 3. Sick leave can be appropriately used by an individual with a disability, who uses  
395 prosthetic devices, wheel chair, crutches, guide dog, or other similar assistive  
396 devices, for equipment repair or guide dog training or medical treatment.

397

398 **K.J.** The Administration will **give equal consideration for training opportunities to**  
399 ~~provide~~ employees with disabilities **as to non-disabled employees.** ~~full consideration~~

400 ~~for all training opportunities.~~ Once an employee is selected for training, the

401 Administration will provide reasonable accommodation to the employee to attend and

402 complete the training.

403

404 It is the intent of the Administration to provide on-the-job training opportunities to  
405 qualified employees with disabilities consistent with operational needs.

406

407 Reasonable accommodations for ~~training~~, both formal and on-the-job **training**  
408 ~~opportunities~~, include such things as:

409

410 1. ~~modification of~~ **making** training and reference materials **available in alternate**  
411 **formats** (example: training guides in Braille);

412

413 2. ~~provision for~~ **providing** a qualified **sign language** interpreters for deaf, **or hard**  
414 **of hearing**, trainees;

415

416 3. ~~useing~~ of a mentor to provide individualized training;

417

418 4. assuring physical access to training facilities, restrooms, and lodgings.

419

420 **E.K.** As in the case with all bargaining unit employees, employees with disabilities may  
421 seek Union assistance and/or representation on their individual concerns, consistent  
422 with the terms of this agreement.

423

424 **M. L.** ~~For the purpose of continuing to provide reasonable accommodations for hearing-~~  
425 ~~impaired employees,~~ **M**management agrees to provide interpreter services for those  
426 **deaf or hard of hearing** employees who seek Union assistance and/or representation

427 ~~on~~ **for** their individual concerns. To the extent possible, this should be arranged in  
428 advance unless the employee **chooses to take responsibility for the arrangement of**  
429 **the interpreter in order to maintain** ~~wants to retain~~ confidentiality.

430

431 **N.M.** To provide employees with disabilities equal opportunity to perform official  
432 business travel, certain additional travel expenses ~~necessarily~~ incurred to accommodate  
433 the employee's disability may be reimbursed under the Federal Travel Regulations.

434

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