

The following constitutes agreement between VA and the NVAC regarding Interim Issue 00-93- , as it affects MP-7, Part I, Chapter I, Equal Employment Opportunity General Provisions and Chapter 3, Discrimination Complaints.

1. Sexual harassment information will be provided in the orientation package for new employees. It will identify and explain the types of harassment.
2. The NVAC's comments regarding the national enhanced evaluation program will be solicited prior to implementation. A copy of the finalized enhanced evaluation program will be provided to the NVAC president.
3. An AFGE representative at each local will be invited to provide information which will be considered as part of the Enhanced Evaluation Program's review of the EEO program at his/her facility.
4. Appropriate disciplinary action will be taken against those employees who take reprisal action against an employee who files a charge if reprisal discrimination has been found in a final agency decision or final decision by EEOC, the courts, an arbitrator or the FLRA.
5. EEO Counselors and/or representatives in the bargaining unit shall be provided a reasonable amount of official time to perform this collateral duty. Job duties will be reasonably adjusted, as necessary, to allow for participation in the EEO program. Management is responsible for planning for time away from the job.
6. The union, at the local level, may recommend employees for EEO Counselor positions.
7. It is recognized that a bargaining unit employee may grieve allegations of discrimination. As a result, appropriate union representatives are encouraged to apply for appropriate training. Management approved training shall be attended in a duty status and at VA expense except for the following:  
  
VACO Management, at the union's invitation, will provide trainers and training materials at a union function designated by the NVAC President, not more frequently than once per year, for the purpose of training on union selected EEO topics.
8. The employee representative designated in writing by the EEO complainant will have the same access to information as the complainant. The employee and the employee representative will be granted a reasonable amount of official time as defined in controlling guidance and regulations of the EEOC for all aspects of representation, including preparation.

9. A. The agency agrees to provide employees access to written information describing the discrimination complaints process and their installation's affirmative action plans as submitted to OPM/EEOC or their successor agencies.

B. The Agency agrees to the timely posting of the names, pictures, and office telephone numbers of EEO Counselors on designated installation bulletin boards.

C. VACO agrees to provide the union with copies of the National EEO/AA Program plans, and Reports of Accomplishments submitted to EEOC, including statistical data as provided therein.

D. Each installation preparing EEO/AA Program plans will provide a copy of their local EEO/AA Program plans and Reports of accomplishments including statistical data as provided therein, to the appropriate local union representative. In addition, management will provide the local with a current list of its facility EEO Counselors and will update the list as necessary.

10. The NVAC president, or designee, will be provided a copy of the training manuals for Investigators and Counselors and updates. Access to these materials at the local level is an appropriate matter for local negotiations.

11. The local union will have membership on local EEO Advisory Committees.

12. Page 3 A-1 2.c. Add at end of paragraph:  
Representatives will have the right to speak freely during interviews, counseling, investigation and hearing, provided they are not disruptive or interfering and provided that the representative understands that he/she cannot testify for the person represented.

13. If a settlement adversely effects working conditions of bargaining unit employees, the union will be notified prior to implementation and the appropriate labor-management obligation will be fulfilled.

14. EEO counselor posters will include a statement reflecting the employee's right to select a counselor of their choice as reflected in MP-7, Part I, Chapter 3, Section B, Paragraph 2.g.

15. Add to first sentence part 1-2, paragraph 5 "... to ensure that they promote the principles and concepts embodied in law related to equal employment opportunity."

The following constitutes agreement between VA and the NVAC regarding Interim Issue 00-93- , as it affects MP-7, Part I, Chapter I, Equal Employment Opportunity General Provisions and Chapter 3, Discrimination Complaints.

1. Sexual harassment information will be provided in the orientation package for new employees. It will identify and explain the types of harassment.
2. The NVAC's comments regarding the national enhanced evaluation program will be solicited prior to implementation. A copy of the finalized enhanced evaluation program will be provided to the NVAC president.
3. An AFGE representative at each local will be invited to provide information which will be considered as part of the Enhanced Evaluation Program's review of the EEO program at his/her facility.
4. Appropriate disciplinary action will be taken against those employees who take reprisal action against an employee who files a charge if reprisal discrimination has been found in a final agency decision or final decision by EEOC, the courts, an arbitrator or the FLRA.
5. EEO Counselors and/or representatives in the bargaining unit shall be provided a reasonable amount of official time to perform this collateral duty. Job duties will be reasonably adjusted, as necessary, to allow for participation in the EEO program. Management is responsible for planning for time away from the job.
6. The union, at the local level, may recommend employees for EEO Counselor positions.
7. It is recognized that a bargaining unit employee may grieve allegations of discrimination. As a result, appropriate union representatives are encouraged to apply for appropriate training. Management approved training shall be attended in a duty status and at VA expense except for the following:  
  
VACO Management, at the union's invitation, will provide trainers and training materials at a union function designated by the NVAC President, not more frequently than once per year, for the purpose of training on union selected EEO topics.
8. The employee representative designated in writing by the EEO complainant will have the same access to information as the complainant. The employee and the employee representative will be granted a reasonable amount of official time as defined in controlling guidance and regulations of the EEOC for all aspects of representation, including preparation.

16. Local management shall meet its labor-management obligations at the local level prior to implementation of this policy.

17. Local Personnel Officers will, upon receipt, provide a copy of this policy and MOU agreement to the Local Union President.

18. Issues relevant to the policy and not specifically addressed in the policy or MOU may be addressed in local bargaining. This does not affect local management's right to declare specific union proposals as non-negotiable.

  
\_\_\_\_\_  
For Management

  
\_\_\_\_\_  
For the NVAC

  
\_\_\_\_\_  
Date