

Equal Opportunity Requirements

The following language, required by Executive Order 11246 to be included in contracts with the federal government and the contractor's subcontracts related to federal contracts, is incorporated in and made a part of this Agreement.

During the performance of this Agreement, the parties agree as follows:

- (1) The parties will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The parties will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Each party agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by applicable contracting officers setting forth the provisions of this nondiscrimination clause.
- (2) Each party will, in all solicitations or advertisements for employees placed by or on behalf of such party, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (3) Each party will send to each labor union or representative of workers with which such party has a collective bargaining agreement or other contract or understanding, a notice to be provided by the applicable agency contracting officer, advising the labor union or workers' representative of such party's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) Each party will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) Each party will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to such party's books, records, and accounts by the applicable contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of a party's non-compliance with the nondiscrimination clauses of this Agreement or with any of such rules, regulations, or orders, this Agreement may be canceled, terminated or suspended in whole or in part and such party may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, Recently Separated Veterans, and Other Protected Veterans.

A. Neither party to this Agreement will discriminate against any employee or applicant for employment because he or she is a special disabled veteran, veteran of the Vietnam era, recently separated veteran, or other protected veteran in regard to any position for which the employee or applicant for employment is qualified. Each party agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals without discrimination based on their status as a special disabled veteran, veteran of the Vietnam era, recently separated veteran, or other protected veteran in all employment practices, including the following:

- i. Recruitment, advertising, and job application procedures;
- ii. Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
- iii. Rates of pay or any other form of compensation and changes in compensation;
- iv. Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
- v. Leaves of absence, sick leave, or any other leave;
- vi. Fringe benefits available by virtue of employment, whether or not administered by the employer;
- vii. Selection and financial support for training, including apprenticeship, and on-the-job training under 38 U.S.C 3687, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
- viii. Activities sponsored by the employer including social or recreational programs; and
- ix. Any other term, condition, or privilege of employment.

B. Each party agrees to immediately list all employment openings which exist at the time of the execution of this Agreement and those which occur during the performance of this Agreement, including those not generated by this Agreement and including those occurring at an establishment of such party other than the one wherein this Agreement is being performed, but excluding those of independently operated corporate affiliates, at an appropriate local employment service office of the state employment security agency wherein the opening occurs. Further, listing employment openings with the state workforce agency job bank where the opening occurs or with the local employment service delivery system where the opening occurs will satisfy the requirement to list jobs with the appropriate employment service office.
Terms and Conditions of Sale

C. Listing of employment openings with the local employment service office pursuant to this clause shall be made at least concurrently with the use of any other recruitment source or effort and shall involve the normal obligations which attach to the placing of a bona fide job order, including the acceptance of referrals of veterans and nonveterans. The listing of employment openings does not require the hiring of any particular job applicants or from any particular group of job applicants, and nothing herein is intended to relieve a party hereto from any requirements in Executive orders or regulations regarding nondiscrimination in employment.

D. Whenever a party to this Agreement becomes contractually bound to the listing provisions in paragraphs B and C of this clause, it shall advise the state employment security agency in each state where it has establishments of the name and location of each hiring location in the state: Provided, That this requirement shall not apply to state and local governmental contractors. As long as a party is contractually bound to these provisions and has so advised the state agency, there is no need to advise the state agency of subsequent contracts. Each party may advise the state agency when it is no longer bound by this Agreement clause.

E. The provisions of paragraphs B and C of this clause do not apply to the listing of employment openings which occur and are filled outside of the 50 states, the District of Columbia, the Commonwealth of Puerto Rico, Guam, and the Virgin Islands.

F. As used in this clause:

- i. All employment openings includes all positions except executive and top management, those positions that will be filled from within the party's organization, and positions lasting three days or less. This term includes full-time employment, temporary employment of more than three days' duration, and part-time employment.
- ii. Executive and top management means any employee: (a) Whose primary duty consists of the management of the enterprise in which he or she is employed or of a customarily recognized department or subdivision thereof; and (b) who customarily and regularly directs the work of two or more other employees therein; and (c) who has the authority to hire or fire other employees or whose suggestions and recommendations as to the hiring or firing and as to the advancement and promotion or any other change of status of other employees will be given particular weight; and (d) who customarily and regularly exercises discretionary powers; and (e) who does not devote more than 20 percent, or, in the case of an employee of a retail or service establishment who does not devote as much as 40 percent, of his or her hours of work in the work week to activities which are not directly and closely related to the performance of the work described in (a) through (d) of this paragraph F. ii.; Provided, that (e) of this paragraph F. ii. shall not apply in the case of an employee who is in sole charge of an independent establishment or a physically separated branch establishment, or who owns at least a 20-percent interest in the enterprise in which he or she is employed.
- iii. Positions that will be filled from within the party's organization means employment openings for which no consideration will be given to persons outside the party's organization (including any affiliates, subsidiaries, and parent companies) and includes any openings which the party proposes to fill from regularly established "recall" lists. The exception does not apply to a particular opening once an employer decides to consider applicants outside of his or her own organization.

G. Each party agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

H. In the event of a party's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

I. Each party agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Deputy Assistant Secretary for Federal Contract Compliance, provided by or through the applicable contracting officer. Such notices shall state the rights of applicants and employees as well as the party's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants who are special disabled veterans, veterans of the Vietnam era, recently separated veterans, or other protected veterans. Each party must ensure that applicants or employees who are special disabled veterans are informed of the contents of the notice (e.g., the party may have the notice read to a visually disabled individual, or may lower the posted notice so that it might be read by a person in a wheelchair).

J. Each party will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding, that such party is bound by the terms of the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, and is committed to take affirmative action to employ and advance in employment qualified special disabled veterans, veterans of the Vietnam era, recently separated veterans, and other protected veterans.

K. Each party will include the provisions of this clause in every subcontract or purchase order of \$25,000 or more, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, so that such provisions will be binding upon each subcontractor or vendor. Each party will take such action with respect to any subcontract or purchase order as the Deputy Assistant Secretary for Federal Contract Compliance may direct to enforce such provisions, including action for noncompliance.