**EQUAL EMPLOYMENT OPPORTUNITY POLICY**

**COMMITMENT TO EQUAL EMPLOYMENT OPPORTUNITY**

[EMPLOYER'S NAME] is committed to fostering an inclusive workplace and is proud to be an equal opportunity employer. We adhere to all applicable federal, state, and local employment laws and strictly prohibit discrimination against employees, job applicants, or any other covered individuals based on:

* Race, color, or ethnicity.
* Religion, creed, or national origin.
* Sex, gender, pregnancy, sexual orientation, or gender identity.
* Age or disability (physical or mental).
* Citizenship or genetic information.
* Military service (past, current, or prospective).
* [Any additional protected classes recognized under applicable state or local laws.]

This commitment extends to all aspects of employment, including hiring, training, promotion, compensation, benefits, discipline, and termination. Unlawful discrimination by employees, contractors, or representatives of [EMPLOYER'S NAME] will not be tolerated.

In addition to federal requirements, [EMPLOYER'S NAME] complies with applicable state laws, including New Mexico’s disability and equal employment opportunity laws. Employees in New Mexico may be entitled to additional protections and should contact the [DEPARTMENT NAME] Department for more details.

**ACCOMMODATION FOR INDIVIDUALS WITH DISABILITIES**

In compliance with the Americans with Disabilities Act (ADA), the ADA Amendments Act (ADAAA), and applicable state and local laws, [EMPLOYER'S NAME] provides reasonable accommodations to qualified individuals with disabilities. These accommodations enable employees or job applicants to perform the essential functions of their roles, provided such adjustments do not impose an undue hardship on the organization.

If you require a disability-related accommodation, please contact the [DEPARTMENT NAME] Department.

**RELIGIOUS ACCOMMODATION**

[EMPLOYER'S NAME] respects the diverse religious beliefs and practices of its employees. Reasonable accommodations will be provided for sincerely held religious beliefs or observances unless doing so creates an undue hardship. For assistance, employees should contact the [DEPARTMENT NAME] Department.

**SUPPORT FOR PREGNANT WORKERS**

[EMPLOYER'S NAME] complies with the Pregnant Workers Fairness Act (PWFA) and applicable state or local laws. We are committed to providing reasonable accommodations for employees and job applicants with known limitations due to pregnancy, childbirth, or related medical conditions. These accommodations are designed to enable individuals to perform essential job functions without the need to take unpaid or paid leave, unless no other reasonable accommodation is available.

If you need a pregnancy-related accommodation, please contact the [DEPARTMENT NAME] Department.

**REPORTING VIOLATIONS OF THIS POLICY**

If you believe you have been subjected to conduct that violates this policy, you are encouraged to promptly report the matter to ensure a timely resolution. You can do so by speaking with or contacting:

* Your direct supervisor,
* The [next level above your supervisor/[DEPARTMENT NAME] Department],
* Your Human Resources representative, or
* A member of [EMPLOYER'S NAME]’s senior management team, including [POSITIONS].

Reports should be made as soon as possible after the incident. If you do not receive a satisfactory response within [five (5)/[NUMBER]] days of your initial report, you should escalate the matter immediately to [[POSITION]/[DEPARTMENT NAME] Department]. These individuals are responsible for ensuring that a prompt and thorough investigation is conducted.

[While not required, you may choose to use a Complaint Form available at [LOCATION] to submit your report.]

Details to include in your report

Your report should include as much information as possible to facilitate the investigation, such as:

* Names of all parties involved,
* Names of any witnesses, and
* A description of the incident, including relevant dates and locations.

[EMPLOYER'S NAME] will thoroughly investigate all claims of discrimination and promptly take corrective action when necessary.

Reporting obligations for managers

Managers and supervisors are required to report any observed or reported discriminatory conduct to [[POSITION]/[DEPARTMENT NAME] Department] immediately. This ensures that an appropriate investigation can take place and corrective actions can be implemented, if warranted.

**PROTECTION AGAINST RETALIATION**

[EMPLOYER'S NAME] is committed to maintaining a workplace free from discrimination and ensuring this policy is enforced. However, our ability to address and correct inappropriate conduct depends on employees promptly reporting potential violations.

If you believe you or someone else has been subjected to conduct that violates this policy, report it immediately to the appropriate contact person outlined in this policy. Delayed reporting may prevent [EMPLOYER'S NAME] from identifying and addressing the issue in a timely and effective manner.

By reporting concerns, employees contribute to a workplace culture of respect and inclusivity, helping to maintain a professional environment for all.

**CONSEQUENCES FOR POLICY VIOLATIONS**

Employees at any level, regardless of position or title, who are found to have engaged in discrimination or retaliation in violation of this policy will face disciplinary action. This may include measures up to and including immediate termination of employment, as determined by [[POSITION]/the [DEPARTMENT NAME] Department].

[EMPLOYER'S NAME] is committed to enforcing this policy consistently and equitably to ensure a respectful and inclusive workplace.

**POLICY ADMINISTRATION**

The [DEPARTMENT NAME] Department oversees the implementation and enforcement of this policy. For any questions related to discrimination, accommodations, retaliation, or other aspects of this policy not explicitly covered, employees are encouraged to contact the [DEPARTMENT NAME] Department for guidance and clarification.

**APPLICABILITY TO COLLECTIVE BARGAINING AGREEMENTS**

This policy is designed to operate in alignment with the terms of any collective bargaining agreement (CBA) between [EMPLOYER'S NAME] and a union. It does not replace, modify, or override any provisions established in the CBA.

Employees covered under a CBA should consult the specific terms outlined in their agreement to understand how it interacts with this policy. In cases where discrepancies exist between this policy and the CBA, the terms of the collective bargaining agreement will take precedence.

For further clarification, employees are encouraged to contact the [DEPARTMENT NAME] Department or their union representative.

**CONDUCT PROTECTED BY LAW**

This policy is not designed to discourage or prevent employees from engaging in activities protected under applicable state or federal laws, including but not limited to:

* Discussing wages, benefits, or terms and conditions of employment.
* Forming, joining, or supporting labor unions.
* Bargaining collectively through representatives of their choosing.
* Raising concerns or complaints about workplace conditions for their own or their colleagues’ mutual aid or protection.
* Participating in legally mandated or protected activities.

[EMPLOYER'S NAME] fully complies with the National Labor Relations Act (NLRA) and similar state and federal protections. For questions about your rights, please contact the [DEPARTMENT NAME] Department.

This policy also protects employees who participate in lawful efforts to improve working conditions, such as engaging in workplace advocacy, organizing, or other concerted activities for mutual benefit or protection. Employees are encouraged to exercise their rights without fear of reprisal or retaliation, as these protections are fundamental to maintaining a fair and equitable workplace. [EMPLOYER'S NAME] is committed to fostering an environment where employees can voice concerns, advocate for change, and collaborate on solutions in compliance with all applicable laws.

**ACKNOWLEDGEMENT OF RECEIPT AND REVIEW**

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (employee name), acknowledge that on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (date), I received and reviewed a copy of [EMPLOYER'S NAME]’s [NAME OF POLICY]. I understand that it is my responsibility to familiarize myself with the policy and adhere to its terms.

I also acknowledge that this policy is not intended to create an employment contract or alter my at-will employment status, unless otherwise specified in a written agreement signed by an authorized representative of [EMPLOYER'S NAME]. Any delay or failure by [EMPLOYER'S NAME] to enforce the provisions of this policy does not constitute a waiver of its rights to enforce them in the future.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed Name

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date