

**ARTICLE 20
NON-DISCRIMINATION IN EMPLOYMENT**

A. GENERAL PROVISIONS

1. Within the limits imposed by law or University regulations, the University shall not discriminate against or harass any ASE on the basis of race, color, religion, marital status, national origin, ancestry, sex (including gender, pregnancy, childbirth, medical conditions related to pregnancy and childbirth, breastfeeding and medical conditions related to breastfeeding), sexual orientation, gender identity, physical or mental disability, medical condition (cancer-related or genetic characteristics), genetic information (including family medical history), HIV status, status as a covered veteran (special disabled veteran, recently separated veteran, Vietnam era veteran who served on active duty during a war or in a campaign or expedition for which a campaign badge has been authorized, service in the uniformed services, including service in the uniformed services as defined by the Uniformed Services Employment and Reemployment Act of 1994 (USERRA), as well as state military and naval service), age, citizenship, political affiliation, union activity or union affiliation, including membership or non-membership in the union. For the purposes of this article only, medical condition means any health impairment related to or associated with a diagnosis of cancer, or health impairments related to genetic characteristics.
2. If the UAW appeals a grievance to arbitration which contains allegations of a violation of this article which are not made in conjunction with the provision of another article that is arbitrable, the UAW's notice must include an Acknowledgement and Waiver Form signed by the affected ASE. The Acknowledgement and Waiver Form will reflect that the ASE has elected to pursue arbitration as the exclusive dispute mechanism for such claim and that the ASE understands the procedural and substantive differences between arbitration and the other remedial forum or forums in which the dispute might have been resolved, including the differences in the scope of remedies available in arbitration as compared to other forums. The timeline to appeal to Arbitration set forth in Article 12, Grievance and Arbitration, will be extended by 30 days for said grievances to enable the ASE to make an informed choice.

B. SEXUAL HARASSMENT

Unwelcome sexual advances, requests for sexual favors and other verbal or physical contact of a sexual nature constitute sexual harassment when:

1. Submission to such conduct is made either explicitly or implicitly a term or condition of employment, or participation in other University activity;

2. Submission to or rejection of such conduct by an individual is used as a basis for evaluation in making personnel decisions affecting an individual; or
3. Such conduct could reasonably be assumed to have the purpose or effect of interfering with an individual's performance or creating an intimidating, hostile, or offensive working environment.

C. SEXUAL HARASSMENT COMPLAINT RESOLUTION PROCEDURE

With regard to grievances alleging sexual harassment, an employee who has timely filed a grievance may elect to substitute the campus Sexual Harassment Complaint Resolution procedure for Step 2 of the grievance procedure. Use of the sexual harassment complaint resolution procedure shall toll the time limits for the grievance procedure only if a grievance has been timely filed, pursuant to Article 12, Section C.2 (time limits for filing the written grievance). At any time, an employee may elect to resume the regular grievance procedure in place of the campus sexual harassment complaint resolution procedure by written notice to the University. The University's Step 2 grievance response will be issued within fifteen (15) calendar days after such notice to return to Step 2 of the grievance procedure is received by the designated campus official.

D. DEFINITION OF GENDER IDENTITY

Gender identity means a gender-related identity, self-image, appearance, expression, or behavior of an individual, or other gender-related characteristics of an individual whether actual or perceived, and with or without regard to the sex designated or assigned to the individual at birth.

E. LACTATION SUPPORT

1. Where spaces exist for faculty or staff for the primary purpose of expressing breast milk, ASEs shall have access to those spaces for the purpose of expressing and storing breast milk.
2. If no such space exists in reasonable proximity to an ASE's work location, the department/hiring unit will designate an appropriate temporary space, which is not open to the general public, for the purpose of expressing and storing breast milk.
3. The University will allow adequate time for an ASE to express breast milk, with the understanding that the ASE will not disrupt classroom activities for this purpose.

F. ALL-GENDER RESTROOMS

1. The University and the Union recognize the importance of having safe and accessible campus restroom facilities.
2. If an ASE anticipates the need for access to an all-gender restroom, the ASE or the Union shall contact the department/hiring unit or campus Labor Relations office as soon as possible after receiving written notice of appointment.
3. The University agrees to promptly engage in a discussion with the ASE, or the Union, and to provide reasonable access to an existing all-gender restroom within a reasonable distance to the ASE's work location. Reasonable access may include, but is not limited to, section/class reassignments and/or schedule modifications, re-designating an existing restroom as all-gender, or placing the ASE in an alternate appointment.
4. The parties recognize that any delay in notifying the department/hiring unit or campus Labor Relations of the need for access to an all-gender restroom may limit the possible arrangements, particularly where class assignments have already been made and/or the term has already commenced.
5. The University shall not be obligated to expend funds beyond minimal and incidental costs to provide reasonable access to all-gender restrooms.

G. ADDITIONAL SUPPORT:

ASEs may contact campus Labor Relations or the Union for additional support/and or assistance regarding provisions of this article.