

**ARTICLE 23
NONDISCRIMINATION IN EMPLOYMENT**

A. GENERAL PROVISIONS

1. As required by law and University regulations, the University shall not discriminate against or harass employees on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, gender identity, physical or mental disability, medical condition, cancer-related or genetic characteristics, HIV status, status as a covered veteran (special disabled veteran, recently separated veteran, Vietnam era veteran or any other veteran who served on active duty during a war or in a campaign or expedition for which a campaign badge has been authorized), age, citizenship, union activity or affiliation.
2. General discrimination-related issues not related to any individual's specific complaint may be raised in the labor/management meetings defined in Article 15 - Labor-Management Meetings.

B. GRIEVABILITY/ARBITRABILITY

For discrimination complaints to be eligible for processing under the grievance procedure, the complaint must be eligible in accordance with Section B.1, 2, or 3, and the employee or her/his representative must file a grievance at Step 1 within thirty (30) calendar days of the date the employee knew or should have known of the alleged discrimination.

1. Allegations of a violation of this Article alone are subject to the Grievance Procedure of this Agreement through Step 2 only.
2. An alleged violation of this Article and a non-arbitrable Article shall be subject to the grievance procedure insofar as the other Article is grievable, although it shall not be subject to Arbitration.
3. Allegations of a violation of this Article, when made in connection with a provision of another Article that is grievable beyond Step 2, shall be eligible for appeal to the same degree that the contract provisions to which the grievance is connected is grievable and/or arbitrable.

C. SEXUAL HARASSMENT

1. Sexual Harassment Defined

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

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

- b. 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
- c. 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.

2. GRIEVANCES THAT ALLEGE SEXUAL HARASSMENT

With regard to alleged violations of this Article involving an allegation of sexual harassment, the University and IAFF agree that employees covered by this Agreement may elect, as a substitute and in lieu of Step 1 of Article 10 – Grievance Procedure, to use the campus sexual harassment resolution procedure. Use of the sexual harassment resolution procedure shall toll the time limits for Step 1 of the Grievance Procedure only if a grievance has been timely filed, pursuant to Article 10 - Grievance Procedure, Section F.1.a. In no circumstance shall sexual harassment grievances be eligible for appeal pursuant to Article 3 – Arbitration Procedure unless the grievance also alleges a violation of another arbitrable provision of this Agreement.