

**ARTICLE 4
NONDISCRIMINATION IN EMPLOYMENT**

A. GENERAL PROVISIONS

1. Within the limits imposed by law or University policy, the University shall not discriminate against employees on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, gender orientation, pregnancy, physical or mental disability, medical condition, (cancer-related or genetic characteristics), age, citizenship, union activity or affiliation or service in the uniformed services (as defined by the Uniformed Services Employment and Reemployment Rights Act of 1997 (USERRA)), which includes membership, application for membership, performance of service, application for service, or obligation for services in the uniformed services.
2. General discrimination-related issues not related to any individual's specific complaint may be raised in the labor/management meetings defined in Article 30, Miscellaneous, Section B, Labor-Management Meetings.

B. SEXUAL HARASSMENT DEFINED

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. GRIEVANCES

If the Association 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 Association's notice must include an Acknowledgment and Waiver Form signed by the affected Officer. The Acknowledgment and Waiver Form will reflect that the Officer has elected to pursue arbitration as the exclusive dispute mechanism for such claim and that the Officer 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 7, - Arbitration Procedure, will be extended by 30 days for said grievances in order for the Officer to make an informed choice.

D. 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 1 of the Grievance Procedure. Use of the Sexual Harassment Complaint 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 6, Grievance Procedure, Section C.1. At any time, an employee may elect to resume the regular grievance procedure in place of the alternate procedure by written notice to the University. The University's Step 1 Grievance response will be issued within fifteen (15) calendar days after such notice to return to Step 1 of the Grievance Procedure is received by the designated campus.