ARTICLE VII
NON-DISCRIMINATION

1. The University prohibits discrimination on the basis of race, color, religion, national origin, ancestry, citizenship, sex, pregnancy (including childbirth and related medical conditions), sexual orientation, gender identity, gender expression, physical or mental disability, medical condition (cancer related or genetic characteristics), genetic information (including family medical history), age, marital status, or service in the uniformed services (as defined by the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA), as well as state military and naval service. The provisions of this Article are not subject to the Arbitration Article of this Agreement except to the extent that a complaint alleges a violation of a specific Article of this Agreement which is subject to arbitration.

2. This Article is intended to be consistent with the provisions of applicable state and federal laws and University policies. Nothing in this Article shall be construed to prevent an employee alleging discrimination from exercising constitutional or statutory rights which may be available. In the event, however, that an employee or a group of employees elects to file a complaint alleging unlawful discrimination with an external agency or court(s), the Arbitration procedure set forth in this Agreement will not be or will no longer be available.

3. Instead of, or in addition to filing a grievance, an employee may report an allegation of sexual harassment to the campus’s Title IX Officer pursuant to the University of California’s Sexual Violence and Sexual Harassment Policy. If an employee files a grievance that includes an allegation of sexual harassment, the University shall forward the allegations to the Title IX Officer for processing under the University policy. If the parties mutually agree that an investigation by the Title IX Officer may warrant more time than is available under the Grievance and Arbitration procedures in Articles XXI and XXII, and that all necessary interim mitigative measures are being taken, they may agree mutually to hold the grievance in abeyance while the investigation occurs. Should the investigation take longer than sixty (60) business days, the employee, or the Union on the employee’s behalf, shall have the right to recommence at any time by written notice to the University the grievance at the step at which it was put into abeyance. Additionally, if the grievance is put into abeyance, after completion of the process under the University policy, the employee may withdraw the grievance or request that the grievance continue to formal review pursuant to the grievance procedure provided for in this agreement. Nothing in this Article is intended to conflict with the University of California’s Sexual Violence and Sexual Harassment Policy.