

**ARTICLE 4  
NONDISCRIMINATION IN EMPLOYMENT**

**A. GENERAL PROVISIONS**

1. Within the limits imposed by law or University regulations, the University shall not discriminate against employees on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental disability, medical condition, status as a Vietnam-era veteran or special disabled veteran, age, citizenship, union activity or affiliation. For the purposes of this Article only, medical condition means any health impairment related to or associated with a diagnosis of cancer, for which a person has been rehabilitated or cured based on competent medical evidence.
2. General discrimination-related issues not related to any individual's specific complaint may be raised in the labor/management meetings defined in Article 31, 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**

For discrimination complaints to be eligible for processing under the grievance procedure, the complaint must be eligible in accordance with Section C.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.

**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.