

TA
For the University For the Union¹
~~Madeline [Signature]~~ [Signature]

ARTICLE 4
NON-DISCRIMINATION IN EMPLOYMENT 9/24/15

A. **NON-DISCRIMINATION**

Within the limits imposed by law or University regulations, the University shall not discriminate or harass any NSF 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 expression, gender identity**, physical or mental disability, medical condition ~~(according to the California Fair Employment and Housing Act)~~, **cancer-related condition 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, 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), service in the uniformed services as defined by the Uniformed Services Employment and Reemployment Act of 1994, state military and naval service,** age, citizenship, political affiliation, or union activity.

B. **SEXUAL HARASSMENT** [FROM ARTICLE 31 WITH EDITS]

1. Unwelcome sexual advances, requests for sexual favors and other verbal, **nonverbal** or physical conduct of a sexual nature constitute sexual harassment when:
 - a. submission to such conduct is made either explicitly or implicitly a term or condition of instruction, 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 academic or 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~~ **interferes with an NSF's work performance or creates an intimidating, hostile, or offensive work environment.**
2. **Nothing in this Article is intended to conflict with University Policy on Sexual Harassment/Sexual Violence.**
3. ~~Disciplinary action taken against an NSF resulting from a sexual~~



~~harassment complaint will be considered to be fore misconduct and will be taken in conformance with procedures set forth in Article 30—Discipline and Dismissal.~~

C. RESOLUTION PROCEDURES

1. ***If an NSF files a timely grievance that includes an alleged violation of this article, the University shall forward such a complaint to the campus office responsible for formally investigating allegations of discrimination and/or sexual harassment. The grievance shall be held in abeyance during the time the investigation is ongoing. Unless the deadline for completion of the investigation is extended for good cause, the report of findings will be issued within 60 working days from the initiation of the investigation.***
2. ***The NSF shall have the right to be represented by the Union in the complaint procedure.***
3. ***The University Step 1 response will be issued within 10 calendar days after the designated campus official receives the report of findings.***
4. ***This procedure shall be in place for grievances alleging sexual harassment and/or discrimination in accordance with Section A and B above.***
5. ***Nothing in this section shall preclude an NSF from filing a sexual harassment complaint and/or other complaint alleging discrimination directly with the campus office responsible for formally investigating allegations of discrimination and/or sexual harassment in accordance with established timelines.***
6. ***The Title IX Offices and the Offices of Equal Employment Opportunity responsible for investigations are listed in Appendix XX.***
7. ***No provision of this Article is intended to waive any rights of the NSF under state and federal statutes.***

- D. If the UC-AFT 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 UC-AFT's notice must include an Acknowledgement and Waiver Form signed by the affected NSF. The Acknowledgement and Waiver Form will reflect that the NSF has elected to pursue arbitration as the exclusive dispute resolution mechanism for such claim and that the NSF understands the procedural and substantive differences

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between arbitration and other remedial 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 as set forth in Article 33, Arbitration, will be extended by 30 days for said grievances to enable the NSF to make an informed decision.

