

ARTICLE 2
NON-DISCRIMINATION/SEXUAL HARASSMENT/COERCION AND INTIMIDATION

2.1 NON-DISCRIMINATION AND SEXUAL HARASSMENT

- A. **Nondiscrimination**: Neither the University nor the Union will discriminate against any employee covered under this Agreement in a manner precluded by law as currently written or as amended. Under this Agreement, neither party will discriminate on the basis of religion, age, sex, status as a breastfeeding mother, pregnancy, marital status, race (including traits historically associated or perceived to be associated with race such as, but not limited to, hair texture and protective hairstyles), color, creed, national origin, citizenship or immigration status, political affiliation, military status, status as an honorably discharged veteran, a disabled veteran or Vietnam era veteran, sexual orientation, gender identity, gender expression, any real or perceived sensory, mental or physical disability, use of a trained guide or service animal by a person with a disability, genetic information, status as a victim of domestic violence, sexual assault, or stalking, or because of the participation or lack of participation in union activities. Bona fide occupational qualifications based on the above traits do not violate this section.
1. Upon request by the Union, the University will furnish a copy of the University's affirmative action plan, performance report, and affirmative action information.
 2. The University will provide a work environment free from discrimination due to Union activities and beliefs.
- B. **Sexual Harassment**: Sexual harassment is a form of unlawful sex discrimination and is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when 1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment, 2) submission to or rejection of such conduct is used as the basis for employment decisions, or 3) such conduct has the purpose or effect of unreasonable interfering with an individual's work or performance or creating an intimidating, hostile or offensive environment.

1. The University and the Union agree that sexual harassment will not be tolerated.
 2. When the University becomes aware of incidents of sexual harassment, the University will take steps to terminate the harassment.
 3. The University will maintain and enforce procedures to deal with allegations of sexual harassment.
- C. **Complaints:** Nothing herein will interfere with an employee's right to file a grievance under Article 29, Grievance and Arbitration or pursue a discrimination or sexual harassment complaint before the Equal Employment Opportunity Commission, the Human Rights Commission, or in a judicial or other forum. No employee will be penalized or retaliated against in any way by any member of the University community for initiation or participation in a complaint procedure.

2.2 COERCION AND INTIMIDATION

The University and the Union agree that there will be no coercion or intimidation regarding the right of employees working in positions covered by this Agreement to become or not become members of the Union.

2.3 TITLE IX

The University will observe Executive Policy #15 Policy Prohibiting Discrimination and Harassment and its amendments and follow University Identified procedures to address actions implicating Title IX for employees who are covered by this Agreement on the same basis as non-represented classified staff in accordance with the US Department of Education requirements.