

NATIONAL CENTER

for the **Study of Collective Bargaining in Higher
Education and the Professions**

Anti-Discrimination Clauses in Higher Education Collective Bargaining Agreements

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HUNTER

The City University of New York

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Contents

Introduction.....	1
Recent Research.....	2
Collective Bargaining and Discrimination Issues.....	3
Anti-Discrimination Clause Excerpts Index.....	6
I. Combined Faculty Collective Bargaining Units.....	8
II. Non-Tenure Track Faculty Units	16
III. Community College Faculty Bargaining Units	24
IV. Post-Doctoral Scholar and Academic Researchers Units	34
V. Graduate Student Employee Bargaining Units.....	41

Anti-Discrimination Clauses in Higher Education Collective Bargaining Agreements

Introduction

The National Center for the Study of Collective Bargaining in Higher Education and the Professions (National Center) is a labor-management research center at Hunter College, City University of New York.

The National Center was founded in 1972 in response to the growing expansion of collective bargaining in higher education. The National Center's creation was in the same year that Title IX of the Education Amendments of 1972 was enacted, which followed passage of Title VII of the Civil Rights Act of 1964 as well as other federal, state, and local statutes prohibiting discrimination by employers and unions.

Throughout its history, the National Center has studied a range of issues and trends in collective bargaining, including workplace discrimination issues. The National Center's [second news-letter](#) focused on discrimination and arbitration in higher education and included a bibliography concerning affirmative action and women. In 1974, the National Center published an [analysis](#) of 148 collective bargaining agreements in higher education to determine the prevalence and scope of negotiated anti-discrimination clauses. It found that 80 percent of contracts at four-year institutions and 72 percent of contracts at two-year colleges had anti-discrimination

clauses or referenced discrimination. The study also analyzed the frequency with which certain protected classes were covered under those clauses. It found that clauses prohibiting discrimination based on race, religion, creed, national origin and sex were the most common in contracts at four-year and two-year institutions.

Since publication of that research, the National Center has continued to research, publish, and organize conference panels and webinars examining issues related to discrimination and harassment in higher education.

Collective bargaining over discrimination issues in higher education has a long history. One of the oldest anti-discrimination contract clauses in higher education was negotiated well before passage of employment discrimination laws. The 1943 contract for a non-academic unit between the University of Akron and State, County and Municipal Workers of America, Local 10, CIO, explicitly recognized that discrimination was a concern for both parties, and prohibited discrimination based on "individual bias, race, creed, organizational activity or membership in any specific group."¹ One year later, the duty of fair representation by a union was established in a Supreme Court decision sustaining a legal challenge to a railroad union's efforts, through collective bargaining, to exclude represented African-Americans from certain jobs.²

1 Agreement between the University of Akron and State, County and Municipal Workers of America, CIO, Local 10. (1943). Art. II. BLS Collective Bargaining Agreements, Collection 6178-022, Reel 157, Catherwood Library, Kheel Center for Labor-Management Documentation and Archives, Cornell University Library.

2 *Steele v. Louisville & Nashville Railroad Co.*, 323 U.S. 192 (1944).

The first graduate student employee contract, at the University of Wisconsin at Madison in 1970, included an article prohibiting the university from discriminating based on “sex, race, creed, color, national origin, union affiliation or political affiliation or belief.” Claims of discrimination were not subject to the contract grievance procedure but the university and union agreed to develop affirmative programs to promote equality in hiring, admissions, and educational policies.³

Over the past decade, new graduate student employee, post-doctoral, and faculty unions have given greater priority to issues of discrimination and sexual harassment, as well as other social justice issues in their contract demands. This has resulted in broader, more innovative, and more enforceable negotiated provisions in certain higher education contracts.

The purpose of this monograph is to present the various ways discrimination issues have been addressed in recently negotiated collective bargaining agreements in higher education. The contract excerpts presented below are intended to assist negotiators, labor representatives, and administrators in developing, amending, and implementing anti-discrimination contract provisions. For each contract, we have included the anti-discrimination clause and the relevant negotiated procedure for enforcement when the contract does not permit, limits, or modifies the use of the standard grievance-arbitration procedure to enforce the anti-discrimination clause. Furthermore, the monograph includes a hyperlink to each contract to permit the contextualization of the excerpted provisions within the terms of the entire agreement.

Recent Research

During research for the National Center’s [2024 Directory of Bargaining Agents and Contracts in Institutions of Higher Education](#) (2024 Directory), three members of our research team, Anu Biswas,

Erin Ward and Melanie Kruvelis, also conducted a study of anti-discrimination clauses in a random sample of 135 recent instructional bargaining unit contracts. The sample of contracts included 118 from public institutions and 17 at private institutions.

Their preliminary findings were presented during a panel discussion on March 28, 2023 at the National Center’s 50th annual conference held at the Roosevelt House Public Policy Institute at Hunter College. The panel also included commentators Ege Yumusak, Assistant Professor in Philosophy, University of Pennsylvania, Nato Green, SEIU Local 1021, and Professor Ana Avendaño, CUNY School of Law, who moderated the discussion. The research demonstrated that over three-quarters of the 135 contracts examined included an anti-discrimination clause with notable differences in the number of protected categories. The most common categories protected in the contracts were race, age, disability, color, national origin, sexual orientation, religion, gender, and marital status. While 60 percent of the contracts permitted grievances under the anti-discrimination clause, only 54 percent made those grievances subject to arbitration.

As a continuation of that project, this monograph presents excerpts from 30 current or recent higher education collective bargaining agreements involving faculty, post-doctoral scholars, or graduate student employees from the 2024 Directory, along with hyperlinks to the full agreements. The excerpts are organized by institution and bargaining unit type: combined faculty collective bargaining units; non-tenure track faculty bargaining units; community college faculty bargaining units; post-doctoral scholar and academic researcher bargaining units; and graduate student employee bargaining units. An effort was made to include contract language negotiated by bargaining agents with different national affiliations and institutions at all levels of higher education from across the country.

3 Agreement between the University of Wisconsin Madison Campus and the Teaching Assistants Association, April 10, 1970-September 1, 1971, Article III(A). The contract is available here: <https://www.hunter.cuny.edu/ncscbhep/assets/files/TAA%20Agreement.pdf>

Collective Bargaining and Discrimination Issues

At its core, discrimination harms individuals, groups, institutions, and the campus community at large, undermining the higher educational mission.

Federal and state laws prohibiting employment discrimination by institutions and unions constitute an incentive, but do not mandate, collective bargaining over discrimination issues. While these laws prohibit discrimination, the protected categories can differ between federal and state laws, and among state laws. Federal law prohibits discrimination based on certain categories such as race, color, religion, sex, sexual orientation, national origin, age, and disability but some state laws have more expansive lists of prohibitions. For example, California's state law prohibits discrimination based on ancestry and marital status, and in New York there are statutory prohibitions against discrimination based on citizenship or immigration status, marital status, military status, arrest and conviction records, and familial status or domestic violence victim status.

Anti-discrimination laws also provide for administrative agency and judicial processes for the investigation, resolution, and remedying of discrimination complaints. The effectiveness of those processes is sometimes undermined by insufficiently funded administrative agencies and the high cost of litigating discrimination issues in court.

Since passage of anti-discrimination laws, there have been some improvements toward equality in the academic workforce. In 2021, women made up 48 percent of full-time faculty, compared to just 27 percent in 1987. Nevertheless, significant inequalities continue. Data demonstrate

that full-time female faculty and faculty of color are more likely to hold contingent positions. Underrepresented minority women make up only 6.5 percent of all full-time faculty and underrepresented minority men make up an even smaller percentage of full-time faculty at all designated ranks. These disparities are also reflected in income differences. Regardless of rank, the salaries of full-time female faculty are consistently lower than their male counterparts ⁴

Higher education institutions and labor organizations have principled, pragmatic, and legal reasons for negotiating contracts with anti-discrimination provisions. Proposals concerning employment discrimination are mandatory subjects of negotiations. The final negotiated contract provision will reflect the scope of the parties' joint commitment to investigating, remedying, and ensuring that a campus workplace is free of discrimination and harassment.

Negotiations also provide unions and institutions with the opportunity to develop responses to gender and racial hiring, salary, and workload inequities.⁵ The contract between California State University and the California Faculty Association contains a unique provision, Article 20, §20.37, aimed at alleviating cultural taxation by awarding faculty with workload relief for exceptional service in mentoring, advising, and supporting diverse, underserved, and underrepresented students.⁶

The excerpts below reveal that most higher education contracts prohibit discrimination by the institution, while others, like the contracts at the City University of New York, Hofstra University, the City Colleges of Chicago, and the Community College of Philadelphia also prohibit discrimination by the union.

Contract clauses can break new substantive and procedural grounds around employment

4 Colby, G and Bai, Z. (2023). "A Path toward Equity for Women Faculty in Higher Education." TIAA Institute. <https://www.tiaa.org/content/dam/tiaa/institute/pdf/insights-report/2023-03/tiaa-institute-a-path-toward-equity-for-women-faculty-wvoee-colby-bai-march-2023.pdf>.

5 See, Foster, J. E. and McGovern, J. (2024) "The Persistence of Separate and Unequal: Debunking Myths of the Market in Bargaining for Faculty Gender Salary Equity," *Journal of Collective Bargaining in the Academy*: Vol. 15, Article 2. <https://thekeep.eiu.edu/jcba/vol15/iss1/2/>

6 Article 20, §20.37 is not part of the anti-discrimination clause in the California State University-California Faculty Association contract. The provision is located on pp. 101-103 of the contract that is hyperlinked on p. 8 of this monograph.

discrimination and can permit the arbitration of a discrimination grievance.

One way contracts do this is by expanding the categories protected against discrimination beyond what current federal and state laws require. For example, the contracts between the California State University and the California Faculty Association, Columbia University and Student Workers of Columbia, UAW Local 2710, and Harvard University and the Harvard Graduate Students Union, UAW Local 5118 protect against discrimination based on caste. Article 7, §1(c) of the latter contract defines caste “as a system of rigid social stratification characterized by hereditary status, endogamy and social barriers sanctioned by custom, law, or religion that originated in South Asia.”

At Rutgers University, the faculty contract includes specific protections for bargaining unit members with autism specific disorder or atypical hereditary cellular or blood traits. The contract between the University of Michigan and the Graduate Employees’ Organization, AFT Local 3550, Article 4, §A2, includes protections based on HIV antibody status, political belief, membership in any social or political organization, and the catchall “or any other factor irrelevant to their employment status or function.”

The faculty contract at South Suburban College has an anti-discrimination clause that includes a broad range of protections that include gender-identity, gender-expression, medical or common conditions relating to pregnancy and childbirth, marital status, military status, arrest record, unfavorable discharge from military service, and order of protection status, while the contract at Grand Rapids Community College, Article 3, protects against discrimination for faculty union activity only.

Some contracts include a definition of sexual harassment and others contain a specific prohibition against faculty-student relationships, like the agreement between the University of San

Francisco and USF Faculty Association, AFT Local 4269, Article 8, §§8.7-8.11. Collective bargaining can also result in the establishment of joint affirmative action/diversity committees to make equal employment recommendations, like the one negotiated between the State University of New York and United University Professions, Article 10, §10.6. At Western Washington University, the recent contract between the institution and Western Academic Workers United-UAW includes a provision for the parties to jointly educate the campus community about micro-aggressions and to seek to minimize the harm resulting from such behavior.⁷

An important means for combating discrimination is contract language permitting enforcement of the anti-discrimination clause through the grievance-arbitration procedure, thereby supplementing available administrative and judicial procedures and remedies.⁸ For example, the contract between Harvard University and the Harvard Graduate Students Union, UAW Local 5118 includes specific detailed procedures for the investigation and resolution of contract discrimination and harassment grievances and Title IX complaints. More traditional grievance-arbitration procedures applicable to alleged violations of an anti-discrimination clause can be found in Article 11 in the agreement between Clover Park Technical College and the Clover Park Federation of Teachers, AFT Local 3913 and Article XXII of the faculty contract at the Community College of Philadelphia.

An enforceable contract can be a powerful tool for expeditiously resolving discrimination issues, but like all human endeavors grievance and other internal procedures can be imperfect. Those imperfections can include delays in processing and deciding grievances, which can be caused by a pending investigation, insufficient staffing, or the failure to prioritize ameliorating and eliminating discrimination. One thing is clear, however: a union cannot lawfully refuse to file and process a grievance alleging discrimination “on the ground

7 See, Agreement between Western Washington University and Western Academic Workers United-UAW, June 14-2024-January 31, 2027, Article 26.4. The contract is available here: <https://www.wawu-union.org/contracts/>

8 See, *Alexander v. Gardner-Denver Co.*, 415 U.S. 36 (1974) (finding that a union-represented employee did not waive his statutory rights under Title VII of the Civil Rights Act of 1964 to pursue a discrimination lawsuit after pursuing a grievance under an anti-discrimination clause of the collective bargaining agreement.)

that the employer looks with disfavor on and resents such grievances.”⁹

Some contracts exclude alleged violations of an anti-discrimination clause from the grievance-arbitration process like the agreement between Citrus Community College and Citrus College Faculty Association, CTA-NEA, Article 6 §2. Similarly, the contract between the State University of New York and United University Professions, Article 10, §§10.4 and 10.5, does not permit grievances alleging discrimination except for claims based on union-related activities.

Alternatively, parties can negotiate contract provisions “that clearly and unmistakably” require union members to arbitrate claims of discrimination, thereby waiving the right to pursue such claims in court,¹⁰ or require a represented employee to make a choice between challenging discrimination under the grievance-arbitration procedure or via

the administrative and judicial process provided for under federal and state law.

For example, the contract between Duke University and Workers United Southern Region, SEIU, Article 21, §2 states that discrimination grievances will not be subject to arbitration unless the claim is not pending or has been resolved in federal or state court or in an administrative forum and “the grievant signs an agreement that arbitration will be the exclusive forum for such claims and waives his/her right to pursue such claims in court or in another form.”

The contract examples presented below are not exhaustive but instead are meant to demonstrate the wide options that are available to parties when they negotiate concerning discrimination. The outcome of negotiations inevitably involves tradeoffs and compromises that were necessary at a certain point in time in order for the parties to be able to reach a complete agreement.

9 *Goodman v. Lukens Steel Co.*, 482 U.S. 656, 669 (1987).

10 *4 Penn Plaza LLC v. Pyett*, 556 U.S. 247 (2009).

Anti-Discrimination Clause Excerpts Index

I. Combined Faculty Collective Bargaining Units

Institution	Bargaining Agent	Page
City University of New York	Professional Staff Congress	8
California State University	California Faculty Association	9
Rutgers University	Rutgers Council of AAUP Chs, AAUP-AFT	9
State University of New York	United University Professions	12
Hofstra University	Hofstra Chapter of AAUP, AAUP-AFT	12
University of San Francisco	USF Faculty Association, AFT Local 4269	12
University of South Florida	United Faculty of Florida	14

II. Non-Tenure Track Faculty Bargaining Units

Institution	Bargaining Agent	
University of Michigan	University of Michigan LEO, AFT Local 6244	16
Tufts University	SEIU Local 509, Part-Time Unit	17
Dominican University of California	SEIU Local 1021	19
Duke University	Workers United Southern Region, SEIU	21
University of California	University Council AFT	22

III. Community College Faculty Bargaining Units

Institution	Bargaining Agent	
Citrus Community College	Citrus College Faculty Association, CTA-NEA	24
City Colleges of Chicago	Cook County College Teachers Union, AFT Local 1600	24
City College of San Francisco	San Francisco Community College District Federation of Teachers, AFT Local 2121	25
Clover Park Technical College	Clover Park Federation of Teachers, AFT Local 3913	26
Community College of Philadelphia	Faculty and Staff Federation of Community College of Philadelphia, AFT Local 2026	28
Erie Community College	Faculty Federation of Erie Community College, NYSUT/NEA-AFT	30
Feather River Community College District	Feather River Federation of Teachers, AFT Local 4615	30
Grand Rapids Community College	Faculty Association of Grand Rapids Community College	31
Los Angeles Community College District	Los Angeles College Faculty Guild, AFT Local 1521	31

Seattle Colleges	AFT-Seattle Community Colleges, AFT Local 1789	32
South Suburban College	South Suburban College Faculty Association, AFT Local 1600	33

IV. Post-Doctoral Scholar and Academic Researcher Units

Institution	Bargaining Agent	
University of California	UAW Local 5810 Postdoctoral Scholars Unit	34
University of Washington	UAW Local 4121, University of Washington Researchers United	38

V. Graduate Student Employee Bargaining Units

Institution	Bargaining Agent	
New York University	UAW Local 2110	41
Columbia University	Student Workers of Columbia, UAW Local 2710	41
Harvard University	Harvard Graduate Students Union, UAW Local 5118	44
University of Michigan	Graduate Employees' Organization, AFT Local 3550	52
University of New Mexico	United Graduate Workers of the University of New Mexico, UE Local 1466	56

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I. Combined Faculty Collective Bargaining Units

City University of New York and the Professional Staff Congress (2017-2023)

ARTICLE 8–NON-DISCRIMINATION

- 8.1 Neither the University nor the Union will interfere with, restrain or coerce the employees covered by this Agreement because of membership in or non-membership in or lawful activity on behalf of the Union. Neither the University nor the Union will discriminate in respect to hire, tenure of employment or any terms or conditions of employment of any employee covered by this Agreement because of sex, race, national origin, religion, sexual orientation, political belief or membership in, or lawful activity on behalf of the Union. The University and the Union shall comply with applicable provisions of federal, state and municipal laws and ordinances regarding discrimination in employment because of age or because of disability.

The City University and the PSC recognize that sexual harassment is illegal under Federal, State, and City law. They jointly resolve that sexual harassment will not be tolerated within the University. The City University will make copies of its policy against sexual harassment available at each College, including the Central Office.

- 8.2 The Union agrees that it will admit to membership and represent equally all members in the bargaining unit.

California State University and the California Faculty Association (2022 – 2024)

ARTICLE 16–NON-DISCRIMINATION

- 16.1 The CSU prohibits discrimination on the basis of Age, Ancestry, Caste, Color, Disability, Ethnicity, Gender, Gender Expression, Gender Identity, Genetic Information, Marital Status, Medical Condition, Military Status, Nationality, Pregnancy, Race, Religion, Religious Creed, Sex, Sexual Orientation, Sex Stereotype, and Veteran Status.
- 16.2 At either party's request, there shall be a joint statewide committee of CFA representatives and CSU administrators for the purpose of gathering and exchanging information and discussing CFA concerns regarding faculty affirmative action/diversity programs and efforts to promote diversity in the CSU. The Committee may issue reports on the status of efforts to promote diversity in the CSU. The Committee may also make recommendations regarding efforts to facilitate the instruction of diverse student populations, which may be considered for future implementation.

ARTICLE 10–GRIEVANCE PROCEDURES (EXCERPT)

- 10.7 All complaints of discrimination, including those under Article 16, shall be handled pursuant to procedures set forth in relevant CSU executive orders (as mandated by state and federal laws). At the conclusion of those complaint procedures, a Level I meeting shall be held with the grievant and the grievant's representative pursuant to 10.8. After the Level I meeting, the grievance shall proceed in accordance with the provisions of this Article. CFA shall not unreasonably refuse CSU's requests for extensions to the Article 10 timeline in order to complete the discrimination complaint procedures.

Rutgers University and the Rutgers Council of AAUP Chapters, AAUP-AFT (2018–2022)

ARTICLE 4–PROHIBITED DISCRIMINATION AND PROHIBITED HARASSMENT

1. All negotiations unit members are protected by and subject to University policies prohibiting discrimination, harassment, retaliation, workplace violence, sexual violence, relationship violence, stalking and related misconduct (as amended from time to time).

A negotiations unit member alleging a violation of the above-referenced policies is encouraged to contact the Office of Employment Equity (“OEE”).
2. There shall be no discrimination or harassment by the University or the AAUP-AFT against any member of the negotiations unit because of race, creed, color, sex, religion, national origin, ancestry, marital status, civil union status, domestic partnership status, familial status, age, autism spectrum disorder, disability or atypical hereditary cellular or blood trait, genetic information, refusal to submit to a genetic test or make available the results of a genetic test, veteran status, affectional or sexual orientation, gender identity or expression, membership or non-membership in or activity on behalf of or in opposition to the AAUP-AFT, or any other legally protected status.

ARTICLE 6–DIVERSITY, RACE, AND GENDER

The AAUP-AFT and the University recognize the value of diversity and inclusion among the faculty, as well as among teaching assistants and graduate assistants. They mutually agree, therefore, to the following during the term of this Agreement:

1. The University will provide data to the AAUP-AFT, which includes the available race and gender of negotiations unit members and rank and type of appointment (Tenured and Tenure-Track Faculty, Non-Tenure Track Faculty, and Teaching Assistants and Graduate Assistants).
2. A University Committee on Diversity, Race, and Gender (UCD) shall be constituted within ninety (90) days from the date of ratification of this Agreement. The UCD will be co-chaired by the Senior Vice President for Academic Affairs (SVPAA) or designee, and shall be comprised of six members of the negotiations unit selected by the AAUP-AFT, and up to six members, including the SVPAA or designee, who may or may not be members of the negotiations unit, selected by the SVPAA, with representation from the three geographic areas of the University (New Brunswick, Newark, Camden). The AAUP-AFT shall select a member of the Committee to serve as co-chair. The ten members of the UCD other than the co-chairs of the UCD shall make recommendations to the co-chairs by simple majority vote regarding decisions on how to carry out its charge pursuant to paragraphs 3 through 6 below and decisions with respect to expenditures on diversity initiatives pursuant to paragraph 7 below. Those recommendations receiving a majority vote shall be made to the co-chairs, who must jointly authorize the implementation of such decisions and/or the expenditure of such funds. Any action by the UCD must be in compliance with University policy. Up to two attorneys from the Office of Senior Vice President and General Counsel shall serve in an advisory and non-voting role to the UCD. The UCD shall meet at least six times per year.
3. The charge to the UCD shall be to recommend initiatives pertaining to diversity, including diversity training, recruitment, retention, mentoring, and professional development.
4. Annual Diversity Conference: The UCD will plan an annual joint AAUP-AFT/University conference on issues confronting historically underrepresented faculty and graduate students in public research institutions across the United States.

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5. Annual Report: The UCD will produce an annual report of its activities along with plans and goals for the following year.
6. A University designee(s) shall meet with the UCD twice annually to discuss the hiring and retention of a diverse faculty in connection with the President's Faculty Diversity Hiring Initiative. The University shall provide to the UCD a report on or about January 1 and July 1 of each year regarding the expenditure of funds from the \$20 million President's Faculty Diversity Hiring Initiative established in 2019 by the University for the recruitment and retention of a diverse faculty. The report shall identify in aggregate and non-personally identifiable format the faculty hired and retained with the assistance or support of the President's Faculty Diversity Hiring Initiative.
7. The University shall make available up to a maximum of \$500,000, to be utilized during the term of this Agreement, to support the diversity initiatives set forth in Paragraphs 3 through 6 above.
8. All faculty, including those historically underrepresented in certain disciplines, are strongly encouraged to consult with their chairs, deans/directors, and other senior members of the faculty as they prepare to seek reappointment and/or promotion.
9. Article 6 is not subject to the contractual grievance/arbitration provisions of this Agreement.

ARTICLE 9 – GRIEVANCE PROCEDURE (EXCERPT)

The purpose of this Article is to provide a fair and effective procedure for identifying issues, articulating and resolving problems, and disputes.

- A. Grievances under this Procedure³.
- A. 1. A grievance under this Article 9 is defined as:

Category One:

A Category One grievance is a grievance alleging a breach, misinterpretation or improper application of the terms of this Agreement involving a mandatory subject of negotiations, including an allegation of unjust discipline.⁴

Excluded from Category One are all allegations concerning provisions of this Agreement when those provisions specify that grievances concerning them shall be considered as a Category Two grievance.

or

Category Two:

A Category Two grievance is a grievance alleging: a.) a violation, misinterpretation or improper application of the terms of this Agreement involving a non-mandatory subject of negotiations; or b.) there has been a misrepresentation, misapplication or violation of University policies, agreements, or administrative decisions, which intimately and directly affect the work and welfare of members of the unit.

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Also included in Category Two are allegations concerning any matter which is mandated by law to be a subject of a grievance procedure of the Agreement, and which has not been provided for under Category One.

Also included in Category Two are allegations of harassment of a member of the negotiations unit that are not covered under Article 4 of this Agreement. For purposes of this paragraph, harassment is intentional persistent or repeated differential treatment that negatively and directly affects the work and welfare of a member of the negotiations unit.

³ Grievances that allege violations of Article 4 of this Agreement shall be held in abeyance for 60 calendar days if the University or the grievant requests the Office of Employment Equity (OEE) to investigate the allegation(s) and/or if OEE initiates an investigation. Should the grievant refuse to participate in any ensuing OEE investigation, the related allegations in the grievance will be precluded from being processed and will be deemed denied.

⁴ Discipline is the formal imposition of a penalty in response to alleged wrongdoing by a member of the negotiations unit (proceedings under Appendix H will be handled as Category One grievances).

State University of New York and United University Professions (2016-2022)

ARTICLE 10—NO DISCRIMINATION

- §10.1 The State agrees to continue its established policy prohibiting discrimination on the basis of sexual orientation and all forms of illegal discrimination, including but not limited to discrimination with regard to race, creed, color, religion, national origin, sex, age, disability or marital status.
- §10.2 UUP agrees to continue its established policy prohibiting discrimination on the basis of sexual orientation and all forms of illegal discrimination, including but not limited to discrimination with regard to race, creed, color, religion, national origin, sex, age, disability or marital status.
- §10.3 Neither the State nor UUP shall deliberately discriminate against an employee as a result of the proper exercise of the employee's rights guaranteed by the Public Employees' Fair Employment Act.
- §10.4 Claims of discrimination under Sections 10.1 and 10.2 shall, at the election of the employee, be subject to review in accordance with State and federal procedures established for such purpose, but shall not be subject to review under provisions of Article 7, Grievance Procedure, of this Agreement.
- §10.5 Claims of illegal discrimination under Section 10.3 shall be subject to review under either provisions of Article 7, Grievance Procedure, of this Agreement, or provisions of the Public Employees' Fair Employment Act at the election of the employee, but in no event shall the employee be permitted to elect review in both forums.
- §10.6 A joint State-UUP Affirmative Action/Diversity Committee shall be established, consisting of four members appointed by the State and four members appointed by UUP, to review and develop

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recommendations on matters of mutual interest in the areas of equal employment and affirmative action concerning minorities, women, persons with disabilities and persons with military status.

- a. Mutually agreed-upon activities of the State-UUP Affirmative Action/Diversity Committee shall be funded pursuant to Section 21.2 of this Agreement.
- b. The Affirmative Action/Diversity Committee will make recommendations to the Director of the Governor's Office of Employee Relations and the President of United University Professions concerning the matters enumerated above.
- c. Recommendations made by the Committee will not be binding on either the State or UUP, although they may form the basis for future negotiations and/or such agreements as the parties may enter into.

Hofstra University and Hofstra Chapter, the American Association of University Professors, AAUP-AFT (2021-2026)

ARTICLE 19–NON-DISCRIMINATION CLAUSE

Neither party shall discriminate against any faculty member because of race, color, religion, sex, sexual orientation, gender identity or expression, age, national or ethnic origin, physical or mental disability, marital or veteran status or union activity.

In cases involving alleged violations of this Article, the standards to be used by the trier of fact shall be those established by local, state and federal laws.

University of San Francisco and USF Faculty Association, AFT Local 4269 (2016-2024)

ARTICLE 8–NON-DISCRIMINATION/SEXUAL HARASSMENT AND AFFIRMATIVE ACTION

- 8.1 The University shall not discriminate against an employee because of his or her activity as a member of the Association.
- 8.2 An employee shall not receive a reduction in pay or University-paid benefits due to the signing of this Agreement.
- 8.3 Neither the University nor the Association, in carrying out its obligations under this Agreement, shall discriminate in respect to employment or Association membership because of race, color, religion, religious creed, ancestry, national origin, age (except minors), sex, gender identity, sexual orientation, marital status, medical condition (cancer-related and genetic-related), disability, and other bases prohibited by law.
- 8.4 The University is an equal opportunity affirmative action employer and provides that employment, salaries, and access to training shall not be restricted because of race, color, religion, religious creed, ancestry, national origin, age (except minors), sex, gender identity, sexual orientation, marital status, medical condition (cancer-related and genetic-related), disability, and other bases prohibited by law.

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8.5 *Sexual Harassment*

The University and the Association are strongly opposed to sexual harassment.

8.6 The following provides a definition of sexual harassment:

8.6.1 Unwelcome sexual advances, requests for sexual favors, and other verbal 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 or employment; or
- (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 has the purpose or effect of interfering with an individual's performance.

Student-Faculty Relationships

- 8.7 The University and the Association are strongly opposed to sexual relationships between Association members and students. The Association shall participate in ongoing University sponsored programs/seminars which discuss the problems inherent in such relationships. All Association members shall attend one such program or seminar.
- 8.8 Sexual relationships are expressly prohibited in cases where Association members are engaged in teaching, advising, supervising a student, or engaged in research or professional development activities with a student.
- 8.9 Section 8.8 shall not apply to an Association member and a student who are married or to an Association member and a student who have a long standing and committed and prior relationship.
- 8.10 When a complaint is made, the Dean or designee will first meet with an accused Association member and discuss the complaint.
- 8.11 The University shall pursue discipline against individuals who (a) knowingly or frivolously make a false charge regarding a violation of 8.8 or; (b) retaliate against individuals who bring forth claims (or cooperate in investigations) under this Article.

University of South Florida and the United Faculty of Florida (2021-2024)

ARTICLE 6–NON-DISCRIMINATION

6.1 Statement of Intent.

- A. The University and the UFF fully support all laws intended to protect and safeguard the rights and opportunities of each employee to work in an environment free from any form of discrimination or harassment. The parties recognize their obligations under federal and state laws and rules and regulations prohibiting discrimination or harassment, including required implementation of affirmative action and equal opportunity programs.
- B. The University and the UFF affirm their commitment to equal employment opportunities, diversity and affirmative action. The implementation of affirmative action programs will require positive actions that will affect terms and conditions of employment and to this end the parties have, in this Agreement and elsewhere, undertaken programs to ensure equitable opportunities for employees to

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receive salary adjustments, tenure, promotion, sabbaticals, and other benefits. This statement of intent is not subject to Article 20, Grievance Procedure and Arbitration.

6.2 Policy.

A. Nondiscrimination. Neither the University nor the UFF shall discriminate against any employee based upon race, color, sex, gender identity and expression, sexual orientation, religion, national origin, age, military status, veteran status, disability, political affiliation, or marital status, nor shall the University or the UFF abridge any rights of employees related to union activity granted under Chapter 447, Florida Statutes, including but not limited to the right to assist or to refrain from assisting the UFF. Personnel decisions shall be based on job-related criteria and performance.

B. Sexual Harassment.

(1). Sexual harassment is a prohibited form of sex discrimination. In *Meritor Savings Bank v. Vinson*, 106 S. Ct. 2399 (1986), the United States Supreme Court defined sexual harassment in the employment context as including the following:

Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment 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 by an individual is used as the basis for employment decisions affecting such individual, or (3) Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

(2). In addition to the parties' concern with respect to sexual harassment in the employment context, the parties also recognize the potential for this form of illegal discrimination against students. Relationships between employees and students, even if consensual, may become exploitative, and especially so when a student's academic work, residential life, or athletic endeavors are supervised or evaluated by the employee. These relationships may involve a conflict of interest.

C. Prohibited Conduct Under Title IX of the Education Amendments of 1972. Neither the University nor the UFF shall tolerate any person, on the basis of sex, to be excluded from participation in, to be denied the benefits of, or to be subjected to discrimination under any academic, extracurricular, research, training, or other education program or activity operated by the University, as set forth in University Policy 0-004, as amended.

D. Investigation of Charges of Discrimination. Charges of discrimination alleging unwelcome sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature that constitutes sexual harassment, including those filed by employees against students, shall be promptly reviewed/investigated according to established university procedures. No employee reviewed/investigated under such procedures shall be disciplined until such review is complete and a finding of discrimination has been issued.

If after the completion of the review/investigation, any finding of discrimination is made, a record of the complete findings will be placed in the employee's evaluation file. If no finding of discrimination on any charge or complaint is made, no record of the charge or complaint will be placed in the employee's evaluation file unless the employee requests in writing that a record of the complete review/investigation be placed in the evaluation file.

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- 6.3 Access to Documents. No employee shall be refused a request to inspect and copy documents relating to the employee's claim of discrimination, except for records which are exempt from the provisions of the Public Records Act, Chapter 119, Florida Statutes, provided, however, the University may charge for copies of documents in accordance with law, rule, university procedures, and this Agreement.
- 6.4 Consultation. As part of the consultation process described in Article 2, Consultation the parties agree to discuss efforts made to appoint and retain women and minority employees.
- 6.5. Grievance Procedures. Except with respect to alleged violations of Title IX claims of discrimination by the University may be presented as grievances pursuant to Article 20, Grievance Procedure and Arbitration. It is the intent of the parties that matters which may be presented as grievances under the Grievance Procedure, be so presented and resolved thereunder instead of using other procedures. However, the UFF agrees not to process cases arising under this Article when alternate procedures to the Grievance Procedure are initiated by the grievant, except as specifically provided for in Article 20.3. With respect to alleged violations falling within the scope of Title IX, all such claims must be exclusively processed pursuant to the reporting requirements of Policy 0-004, as amended, and will be exclusively processed and resolved pursuant to said Policy. Such alleged violations shall not be subject to Article 20. After such claims are fully processed and resolved pursuant to Policy 0-004, as amended, should an Employee be dissatisfied with any disciplinary action resulting from the processing of claims pursuant to Policy 0-004, as amended, the Employee may file a grievance under Article 20 to contest the disciplinary action.

II. Non-Tenure Track Faculty Units

University of Michigan and the University of Michigan Lecturers' Employee Organization, AFT Local 6244 (2021-2024)

ARTICLE II–NON-DISCRIMINATION

Section A.

Discrimination against any Employee shall be prohibited by the Employer and will not be tolerated.

The Employer will take proactive measures to ensure that Employees are treated without discrimination because of age, race, color, ethnicity, national origin, citizenship status (subject to compliance with federal and state law), sex (including gender identity and gender expression), religion, disability, height, weight, marital status, ancestry, political persuasion or affiliation, sexual orientation, HIV status, pregnancy, familial status, or special disabled veteran or Vietnam-era veteran status. Discriminatory harassment is a form of discrimination.

The Employer shall adhere to the policies adopted by the Board of Regents and to applicable federal and state laws and regulations, including but not limited to the Michigan Elliot-Larsen Civil Rights Act of 1976 and the Michigan Persons with Disabilities Civil Rights Act.

Section B.

Sexual harassment of any Employee shall be prohibited by the Employer and will not be tolerated.

Sexual harassment is unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct or communication of a sexual nature under the following conditions:

1. When submission to or rejection of the conduct or communication is used as a factor in decisions affecting employment; or
2. When the conduct or communication has the purpose or effect of substantially interfering with employment, or creating an intimidating, hostile, or offensive employment environment.

Section C.

Neither the Employer nor the Union shall discriminate against, intimidate, restrain, coerce, or interfere with any Employee because of, or with respect to, their lawful Union activities, including participation in a grievance, or membership, or the right to refrain from such activities or membership. In addition, there shall be no discrimination against any Employee in the application of the terms of this Agreement because of membership or non-membership in the Union.

Section D.

Nothing in this Agreement shall be construed to prevent an Employee who alleges discrimination from exercising constitutional or statutory rights.

ARTICLE X—GRIEVANCE AND ARBITRATION PROCEDURE (EXCERPT)

Section C. Grievance Procedure

4. Expedited Processes:

a. Expedited Processes 1:

For grievances that allege discrimination, sexual harassment, or harassment as defined in Article II., Non-Discrimination and Article XXI., Harassment:

- i. A grievance that alleges discrimination, harassment or sexual harassment may be initiated at Step Three provided it is submitted in writing within ninety (90) days following reasonable knowledge of the facts giving rise to the complaint.
- ii. Unless otherwise agreed to by the parties, the designee(s) of the Provost and Dean will hold a Step Three meeting within fourteen (14) days of submission. The meeting may include relevant witnesses as determined by each party.
- iii. The Step Three written answer shall be sent by the Provost's and Dean's designee(s) within fourteen (14) days following this meeting.
- iv. If the Union is not satisfied with the written answer, the Union may choose to proceed to arbitration as described in Section F below, and shall so inform the Employer in writing within fourteen (14) days of receipt of the Step Three answer.

b. Expedited Process 2

Grievances involving dismissal under Article XX., Discipline and Dismissal, will proceed consistent with the procedures outlined in paragraphs i., ii., and iii. below.

Grievances involving non-reappointment following an unsuccessful major review, full layoff of an Employee with presumption of renewal or partial layoff of an Employee resulting in a loss of eligibility for University contributions to health insurance may, at the option of the Union, be processed in accordance with the following provisions or may begin at Step Two of the grievance procedure, as outlined in Section C.2. above. In such instances, if the grievance is not resolved at Step Two, the Union may appeal the grievance to Step Three in writing within fourteen (14) days of receiving the Step Two response, and the matter will proceed in accordance with paragraphs ii. and iii. below.

ARTICLE XXI—HARASSMENT

Harassment of any Employee shall be prohibited by the Employer and will not be tolerated.

“Harassment” means conduct by a University of Michigan employee or student directed toward an Employee that arises from or is related to the Employee’s status or function as an Employee and includes, but is not limited to, repeated or continuing contact that would cause a reasonable individual to suffer emotional distress and that actually causes the Employee to suffer emotional distress.

A NOTE ON GENDER INCLUSIVITY

As institutions fully committed to gender inclusivity, the University and the Union have agreed to use “they,” “their” and “them” as singular, gender-neutral pronouns throughout this Agreement.

ARTICLE 3—EQUAL EMPLOYMENT OPPORTUNITY AND NON-DISCRIMINATION

- 3.1 It is the policy of the University not to discriminate on the basis of race, color, national or ethnic origin, age, religion, disability, sex, sexual orientation, gender identity and/or expression, genetic information, military or veteran status (special disabled veterans, disabled veterans and Vietnam-era veterans), or any other characteristic protected under applicable federal or state law.

It is also a violation of University policy to retaliate against any individual for filing a complaint of discrimination or for cooperating in an investigation of alleged discrimination (protected activity). Unlawful discrimination has no place at the University and offends the University’s core values, which include a commitment to equal opportunity and inclusion.

- 3.2 The University also maintains its commitment to affirmative action and a community that is truly integrated, diverse and inclusive.
- 3.3 The Union acknowledges that, like other University employees, Faculty Members covered by this Agreement are subject to University policies prohibiting discrimination and harassment, as referenced in this Article.
- 3.4 The University shall not discriminate against any Faculty Member on the basis of Union membership status or Union activity.

ARTICLE 8—GRIEVANCE AND ARBITRATION (EXCERPT)

- 8.5 If a grievance involves allegations that the University has discriminated on the basis of race, color, national or ethnic origin, age, religion, disability, sex, sexual orientation, gender identity and expression, veteran status (special disabled veterans, disabled veterans and Vietnam-era veterans), or any other class protected under University policy or applicable law, it will be processed through the procedures of the University’s Office of Equal Opportunity (OEO). The matter will be investigated and the University shall make final determination on whether or not discrimination has occurred and take any necessary action. If the Union is dissatisfied with the University’s final actions, the Union may take the matter to mediation and arbitration by serving notice in accordance with this Article.

- 8.6 Grievance Process. The following steps shall be followed in the processing of grievances:

- A. Step 1. The Faculty Member shall file the grievance with their Department Chair or Program Director. The Chair or Director shall meet with the Faculty Member and/or Union within fourteen (14) days of receipt of the grievance to discuss the grievance. The respective parties may in their reasonable discretion bring additional individuals to the grievance meeting. Each side will notify the other as to who will attend the grievance meeting no later than 48 hours prior to the meeting. The Chair or Director shall write an answer within fourteen (14)

days of the meeting. In the event an individual Faculty Member and the University settle a dispute without the written and express agreement of the Union, that settlement will not create a precedent for either party in the interpretation or application of this Agreement.

- B. Step 2. A grievance not resolved at Step 1 may be appealed in writing by the Union to the Dean of the School of Arts and Sciences or their designee within fourteen (14) days of receipt of the Step 1 response, or within fourteen (14) days of the deadline for the Step 1 response, if none was received. The Union representative will contact the Dean's office after filing the grievance to schedule a meeting to be held as soon as practicable but no later than fourteen (14) days after the filing. The Dean of the School of Arts and Sciences or their designee, and the Academic Dean or their designee, shall meet with the Faculty Member and Union representative(s) for the purpose of attempting to resolve the grievance. If the grievance is not resolved at this meeting, the Dean or their designee shall respond to the Union in writing within fourteen (14) days of the meeting.
- D. Mediation. A grievance not resolved at Step 2 may be processed to mediation by the Union by giving written notice to the University within fourteen (14) days of the Step 2 response, or within fourteen (14) days of the deadline for the Step 2 response, if none was received. Only the Union may process a grievance to mediation. In such a case, the parties will attempt to agree upon a Mediator, but if they cannot do so within fourteen (14) days of the notice of mediation, they will agree to use the Federal Mediation and Conciliation Service and its procedures. Once appointed, the Mediator and the parties shall mutually agree upon a date for mediation and will endeavor to resolve the grievance at that meeting.
- E. Arbitration. A grievance not resolved in mediation may be appealed to arbitration by the Union by giving written notice to the University within fourteen (14) days of the last mediation session. Only the Union may process a grievance to arbitration.

In such a case, the parties will attempt to agree upon an Arbitrator. However, if they cannot agree, then, within fourteen (14) days of the Union's notice of appeal to arbitration, the Union will request a list from the American Arbitration Association and selection shall be made in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association.

- (1) Arbitration will be conducted in accordance with the Rules of the American Arbitration Association.
- (2) Each party shall bear the expense of preparing and presenting its own case. The compensation and expenses of the Arbitrator shall be borne equally by the parties.
- (3) The fees and expenses of the Arbitrator, and the cost of any hearing transcript, shall be borne equally by the Union and the University.
- (4) Unless otherwise mutually agreed, each arbitration hearing shall deal with no more than one (1) grievance.
- (5) The Arbitrator shall have no power to add to, subtract from, modify or disregard any of the provisions of this Agreement. The Arbitrator shall have no jurisdiction or authority to issue any award changing, modifying or restricting any action taken by the University on matters committed to the University's discretion under Article 2 (Management Rights) which are not further abridged by other terms of this Agreement.

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- (6) The decision of the Arbitrator shall be final and binding on the parties, although each side retains whatever rights it has under state or federal law to challenge the decision and award.
- 8.7 If a Faculty Member must miss a class because they are required to attend an arbitration, there will be no loss of compensation from the University for that Faculty Member. The Faculty Member shall be responsible for scheduling a make-up class or arranging, sufficiently in advance of the scheduled class, for a suitable replacement to teach the class who is acceptable to the Department Chair or immediate supervisor. Such replacement approval shall not be unreasonably denied.
- 8.8 All time limits herein may be extended by mutual agreement expressed in writing. Unless the parties have agreed in writing to a specific extension of time, any grievance or demand for arbitration which is not filed at each step within the time limits contained herein shall be deemed waived and there shall be no further processing of the grievance or any arbitration thereon.

Dominican University of California and SEIU Local 1021 (2019-2022)

ARTICLE 3–NON-DISCRIMINATION

The University and the Union will not discriminate on the basis of race, color, creed, religion, ethnicity, national origin, ancestry, sex, gender, gender identity and expression, marital status, sexual orientation, age, disability, medical condition, veteran's status or union activities or any other category protected by law, regulation or ordinance against any employee or applicant for employment by the Union, the University, or anyone employed by the University.

The University will not tolerate harassment of University employees by any other employee or affiliates of the University.

There shall be no retaliation for reporting complaints of harassment, discrimination or retaliation. An Adjunct Faculty member shall not suffer retaliation for participation in SEIU activities.

Except for discrimination or retaliation on the basis of union activities by the University, complaints of harassment on the basis of a protected category by someone at or affiliated with the University shall be processed through the University's harassment procedures as they exist at the time of the complaint. Complaints pertaining to retaliation by someone at or affiliated with the University for reporting discrimination or harassment on the basis of a protected category or participating in the investigation thereof, shall be processed through the University's procedures as they exist at the time of the complaint. The University's failure to invoke these procedures may be subject to a grievance by the Union. However, the underlying conduct shall be investigated and resolved pursuant to the University's procedures as they exist at the time of the complaint. The Union agrees that the University has the right to amend its discrimination, harassment and retaliation investigation and complaint and resolution policies. The University agrees that any changes not mandated by law or regulation made by the University will not abridge any Adjunct Faculty member's rights set forth under this Article 3. The University further agrees that it will notify the Union of any such changes.

Adjunct Faculty members may choose to have a Union representative present during any meeting held under this Article.

ARTICLE 22–GRIEVANCE AND ARBITRATION (EXCERPT)

General Provisions

Unless explicitly excluded from this grievance procedure in this Agreement or a side letter thereto, for the purposes of this Collective Bargaining Agreement, a grievance is defined as any violation of Adjunct Faculty members' rights as set forth in this Agreement, including but not limited to a dispute concerning the interpretation, application, misapplication or claimed violation of a specific term or provision of this Agreement.

If a grievance involves allegations that the University has unlawfully discriminated on the basis of race, color, national or ethnic origin, age, religion, disability, sex, sexual orientation, gender identity and expression, veteran status or any other class protected under University policy or applicable law, it will be processed through the procedures of the University. The matter will be investigated per the procedures and the University shall make final determination on whether or not discrimination has occurred and take any necessary action pursuant to Article 3, *Non-Discrimination*. The University's determination shall be final and non-grievable.

A prompt and efficient method of settling grievances as defined herein is both desirable and necessary. This Article is the sole and exclusive procedure for the resolution of grievances under this Agreement. Moreover, notwithstanding the availability of the formal procedures of this Article, it is agreed that an informal resolution of any dispute is desirable, and the parties agree that such informal resolution shall occur, if possible, by direct discussion among Adjunct Faculty, Union representatives and University representatives.

Duke University and Workers United Southern Region, SEIU (2017-2020)

ARTICLE 6–EQUAL EMPLOYMENT OPPORTUNITY AND NON-DISCRIMINATION

Section 1. Duke University prohibits discrimination and harassment, and provides equal employment opportunity without regard to race, color, religion, national origin, disability, veteran status, sexual orientation, gender identity and expression, sex, age or genetic information. Duke is committed to recruiting, hiring and promoting qualified minorities, women, individuals with disabilities, and veterans.

Section 2. The University and the Union agree not to discriminate against or harass any bargaining unit employee based on these characteristics. The University and the Union further agree not to retaliate against any person who in good faith reports discrimination or who testifies, assists or participates in any investigation, proceeding or hearing involving a complaint of discrimination. The University's policies on discrimination, harassment and retaliation can be found on the University's website and may be revised by the University from time-to-time.

Section 3. The University and the Union agree not to unlawfully discriminate against any bargaining unit employee on the basis of Union membership or Union activity (support for or opposition to the union).

ARTICLE 21–GRIEVANCE AND ARBITRATION PROCEDURE (EXCERPT)

Section 1. Informal Resolution

A bargaining unit employee may informally discuss any problem or concern with their Department Chair at any time. Nothing in this Article shall prevent such employee from resolving any problem or concern consistent with this Agreement and the law.

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Section 2. General Provisions

For problems or concerns that cannot be resolved informally as discussed in Section 1 above, the parties desire a prompt and efficient method of resolving grievances, as defined herein. For the purposes of this Agreement, a grievance is defined as any dispute or disagreement concerning the interpretation, application or alleged violation of a specific term or provision of this Agreement, except as to those provisions which are expressly not subject to this Article, which arose during the term of this Agreement or any written extension of it. Except as otherwise expressly provided in this Agreement, the procedure set forth in this Article is the sole and exclusive procedure for the resolution of grievances under this Agreement and excludes all bargaining unit employees from access to any other faculty dispute resolution process. Alleged violations of Article 6 - Equal Employment Opportunity and Non-Discrimination shall be subject to this grievance procedure, but no grievance shall be referred to arbitration unless: (1) the claim is not currently pending or has not previously been resolved in federal or state court, or in any state or federal agency; and (2) the grievant signs an agreement that arbitration will be the exclusive forum for such claims and waives his/her right to pursue such claims in court or in another forum. Class grievances alleging discrimination shall not be referred to arbitration unless each and every member of the class complies with the two conditions shown above.

Section 3. Union Grievances

When a bargaining unit employee or the Union (the "grieving party") believes that a term or provision of this agreement has not been followed, the grieving party may file a grievance with the University. To do so timely, the grieving party must file a grievance in writing with the Department Chair, and provide a copy to the University Office of Staff and Labor Relations, within twenty-one (21) calendar days after the occurrence of the incident causing the dispute (or after the employee or the Union knew or should have known about the incident). Failure by the grieving party to comply with this time limitation shall preclude the processing of the grievance. The grievance must be filled on the Grievance Form which the Union and the University have developed. The grieving party must generally describe the facts giving rise to the dispute, the section(s) of the Agreement which has allegedly been violated and the remedy being sought. The grievance must then be signed by the bargaining unit employee and/or a Union representative or be filed electronically by a Union Representative.

University of California and University Council AFT (2016-20`20)

ARTICLE 4–NON-DISCRIMINATION IN EMPLOYMENT

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, 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.

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B. SEXUAL HARASSMENT

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 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.

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 D.
 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 Acknowledgment and Waiver Form signed by the affected NSF. The Acknowledgment 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 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.

III. Community College Faculty Bargaining Units

Citrus Community College and Citrus College Faculty Association, CTA-NEA, (2024-2026)

ARTICLE 6–NON-DISCRIMINATION

- 6.1 The District and the Association agree to cooperate in a policy of equal opportunity for all employees. Discrimination because of national origin, religion, age, sex or gender, race, color, medical condition, ancestry, sexual orientation, marital status, physical or mental disability use of family medical care leave, genetic information, military or veteran status, gender identity, gender expression, a perception of having one or more of the foregoing characteristics, an association with a person or group with one or more of these actual or perceived characteristics or Association activity is expressly prohibited. [In the event that either state or federal law is amended to include further protected categories, then this section will be interpreted to include any such protected categories].
- 6.2 Sexual harassment shall be considered discrimination under this Article.
- 6.3 Disciplinary action will be taken against any Unit Member who engages in any activity prohibited under this Article. Any Disciplinary action will be implemented in accordance with the disciplinary process specified in the Education Code.
- 6.4 The District agrees to take corrective action to ensure that such practices are remedied and that such discrimination does not continue. Reprisal against a complainant or witness is prohibited.
- 6.5 Allegations of discrimination are not subject to the provisions of Article 12 of this Agreement, entitled, “Grievance Procedure.” Any charges of discrimination by a Unit Member will be adjudicated first through the District’s discrimination complaint procedure and then, if desired, the appropriate governmental agency.

City Colleges of Chicago and Cook County College Teachers Union, AFT Local 1600 (2022-2026)

ARTICLE IV–ACADEMIC FREEDOM AND DEMOCRACY IN PUBLIC COLLEGE EDUCATION (EXCERPT)

A. Democracy in Public Education.

The Board and the Union recognize and agree that while democratic principles should obtain in every American school system, an urban college in a city as diverse in population as is Chicago must be exemplary in its expression and practice of the democratic ideal. Integrated education, faculties, and facilities are more than aspirations.

B. Non-Discrimination.

The Board and the Union shall not discriminate against any faculty member or applicant for employment by the Board or for membership in the Union on the basis of race, creed, color, national origin, sex, pregnancy, age, disability, citizenship status, sexual orientation, gender identity, genetic information or marital status or membership or participation in, or association with the lawful activities of any organization.

ARTICLE 5–NON-DISCRIMINATION

5. A. City College of San Francisco prohibits discrimination on the basis of race, religion, sex, national origin, creed, ethnicity, age, physical or mental disability, political affiliation, sexual orientation, ancestry, color, medical condition (e.g., cancer or cancer related illness; HIV/AIDS or related conditions), genetic characteristics (e.g., non-symptomatic carriers of inheritable diseases), gender identity, marital or domestic partner status, parental status, veteran status, height, or weight.
5. B. The Grievance Procedure herein may not be used for any claims arising hereunder for which another administrative forum, such as the Equal Employment Opportunity Commission or the Department of Fair Employment and Housing is provided by law. For purposes of this Article, the Public Employment Relations Board shall not be considered an administrative forum.
5. C. Should changes or alterations be necessary due to Federal or State mandated changes in regard to Affirmative Action or Equal Employment Opportunity requirements and/or procedures, then the parties agree they shall, within fifteen workdays subsequent to the notification of the necessity of such changes, schedule a meeting for the purpose of negotiating such new terms or conditions as required to bring this Article into compliance. (See Article 4, Separability and Savings.)

5. D. Anti-Discrimination/Sexual Harassment Training

The District and the Union will endeavor to increase training and awareness with respect to issues of discrimination and sexual harassment in the college environment.

5. E. Chosen names

City College seeks to provide an inclusive and non-discriminatory environment by making it possible for faculty to use chosen names on college records when a legal name is not required.

Inappropriate use of a chosen name, including, but not limited to, misrepresentation or attempting to avoid a legal obligation, may be cause for denying use of the name. The chosen name will be maintained in the College's computer system.

So that faculty can address students by their chosen names, the College will maintain students' chosen names in the College's computer system and make these names available to faculty members on class lists.

Cases involving claims of Title IX/Title V violations shall be resolved through the District's Title IX/Title V Compliance Office and shall not be subject to the Article 22 – Grievance Procedure. Cases not arising to a Title IX/Title V violation shall be subject to Article 22.

ARTICLE 6–NONDISCRIMINATION

6.1. Federation activities

The College and the Federation agree that no faculty member shall experience discrimination, jeopardy, coercion or denial of any rights from the Federation or the College by virtue of the faculty member's participation or lack thereof in any lawful activity or program of the Federation.

6.2. Protected groups

The College and the Federation agree to a policy of nondiscrimination with regard to race, creed, religion, age, color, national origin, disabled veteran, sex, marital status, sexual orientation, gender expression/identity, political affiliation, military status, status as an honorably discharged or general discharged veteran or Vietnam era-veteran, genetic information, pregnancy, status as a victim of domestic violence, sexual assault, or stalking, or the presence of any sensory, mental or physical disability except as otherwise provided by law. Bona fide occupational qualifications based on the above traits do not violate this Section.

6.3. Compliance with Federal Anti-Violence and Sexual Violence Laws

The College is required to comply with the Campus SaVE Act, and Title IX of the Education Amendments of 1972. Compliance with these federal laws and associated regulations requires institutions of higher education to adopt and implement programs designed to prevent and respond to domestic violence, dating violence, sexual assault, sexual harassment, and stalking. This program is typically referred to as "Title IX."

Pursuant to these federal laws, the College is required to develop policies and procedures to prevent and respond to sexual violence and to train, properly process, investigate, and adjudicate sexual misconduct allegations. The College's policies and procedures will incorporate specific requirements of the federal law and regulations governing processing of complaints conducting investigations and adjudications, imposing sanctions, and conducting appeals. In some areas these federal laws and regulations require additional procedural elements that will be adhered to, in addition to and in conjunction with, other Articles within this Agreement. In instances where Articles within this Agreement may conflict with policies and procedures required by these federal laws, the federal laws will take precedence.

ARTICLE 11–GRIEVANCE PROCEDURE (EXCERPT)

11.1 Purpose

The College and Federation agree the grievance process is a method by which lines of communications can be opened between faculty members and the College to resolve formal contractual disputes that cannot be solved informally. Every effort shall be made to resolve concerns, disputes and complaints at the point of origin, utilizing the normal channels of communication.

11.2 Definition

A grievance is defined as those issues in dispute between the College and the Federation concerning an alleged violation, interpretation or application of the specific terms of this Agreement.

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11.3 Consolidation

When two (2) or more grievances involving the same or similar alleged violation(s) have been submitted, the Federation may consolidate the grievances.

11.4 Exclusions

Except for issues relating to process or violations of this agreement, matters relating to tenure, probation, and faculty assessment shall not be subject to the grievance procedure.

11.5 Internal processing

A grievance shall be handled in the following manner:

A. Step 1:

The Grievant and the Federation representative shall present a written (hard copy or email) grievance to the immediate supervisor within twenty (20) instructional days of

(1) the date of the occurrence of the event giving rise to the grievance or (2) the date when such event should have been known, or it shall be deemed waived. The written grievance must include the following information:

- i. The nature of the grievance;
- ii. The facts upon which it is based;
- iii. The specific section(s) of this Agreement allegedly violated, misapplied, or misinterpreted;
- iv. The specific remedy requested;
- v. The name of the grievant(s); and
- vi. The name and signature of the CPTC faculty representative.

The immediate supervisor shall respond within ten (10) instructional days after the grievance is so presented. Step 1 shall be deemed concluded upon written response served (in person, email or certified mail) upon the Federation representative.

B. Step 2:

If no settlement is reached at Step 1, the Grievant or Federation representative shall forward the written grievance to the Chief Human Resources Officer within ten (10) instructional days of the conclusion of Step 1. Step 2 shall be deemed concluded upon the Chief Human Resources Officer's non-response or written response served within ten (10) instructional days (in person, email or certified mail) upon the Federation representative.

11.6 Mediation

If agreement has not been secured, mediation may be invoked upon mutual agreement of the parties within ten (10) instructional days upon the conclusion of Step 2. Grievance mediation is an optional and voluntary part of the grievance process. When grievance mediation is invoked, the contractual

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time limits for moving the grievance to arbitration shall be extended by twenty (20) instructional days unless a different period of time is mutually agreed and memorialized in writing.

11.7 Arbitration

- A. If no settlement is reached in Step 2 above, the Federation at its sole discretion may refer the grievance to arbitration by written notice to the College President within ten (10) instructional days from the conclusion of Step 2. Only grievances which involve an alleged violation, misapplication, or misinterpretation of a specific section or provision of this Agreement shall be subject to arbitration.
- B. If such grievance is not referred to arbitration within ten (10) instructional days from the conclusion of Step 2, the grievance shall be considered settled on the basis of the Chief Human Resources Officer's decision.
- C. If the Federation refers the matter to arbitration, it shall so notify the American Arbitration Association (AAA) or Public Employment Relations Commission (PERC) within ten (10) instructional days. The Federation and the Administration will follow the applicable process for selecting an arbitrator.

The decision of the arbitrator will be final and binding upon the parties.

Community College of Philadelphia and the Faculty and Staff Federation of Community College of Philadelphia AFT Local 2026 (2016-2022)

ARTICLE IV – FAIR PRACTICES

- A. Neither the Board nor the Federation shall discriminate against any Employee because of race, creed, color, national origin, sex, age, marital status, sexual orientation or membership in (or lack thereof) or activities on behalf of the Federation or any other organization or for any other reason, violative of law.
- B. There shall be no restriction on the employment of more than one (1) member of the same family; provided, however, that no Employee will initiate or participate in any institutional decision involving a direct benefit to a member of his/ her family.
- C. When a College employee has a same sex partner who meets the standards for spousal equivalency, the Board shall treat this same sex partner in the same manner as an individual married to a College employee for the purpose of all benefits contractually negotiated. For the purposes of this Agreement, the term "spouse" shall include "spousal equivalent," which term is defined as follows:
 - (1) An Employee's spousal equivalent is the Employee's sole domestic partner and has a committed relationship, intended to be of indefinite duration, with the Employee; and
 - (2) An Employee's spousal equivalent is of the same sex as the Employee and is not married to anyone else; and
 - (3) An Employee's spousal equivalent is at least eighteen (18) years old; and

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- (4) An Employee's spousal equivalent is not related by blood to the Employee to a degree of closeness which would prohibit legal marriage in the state in which the Employee and the spousal equivalent legally reside; and
- (5) An Employee's spousal equivalent resides together with the Employee in the same residence, and both the Employee and the Employee's spousal equivalent intend to do so indefinitely; and
- (6) An Employee's spousal equivalent and the Employee are jointly responsible for each other's common welfare and share financial obligations. Joint responsibility for each other's common welfare and shared financial obligations will be demonstrated by the prior existence of three of the following: (a) joint mortgage or lease; (b) designation of an Employee's spousal equivalent as primary beneficiary of the Employee's life insurance; (c) designation of an Employee's spousal equivalent as primary beneficiary of the Employee's retirement contract; (d) designation of an Employee's spousal equivalent as primary beneficiary in Employee's will; (e) durable property and health care powers of attorney vested by the Employee in Employee's spousal equivalent; (f) joint ownership by the Employee and the Employee's spousal equivalent of an automobile, joint bank accounts, or joint credit account.
- (7) A person fulfilling the criteria in (1) through (6) above (to be considered as an Employee's spousal equivalent) will nonetheless not be considered as spousal equivalent until twelve (12) months have elapsed since the formal termination of any prior committed relation with a person recognized by the College as the Employee's spousal equivalent.

ARTICLE XXII—GRIEVANCE PROCEDURE (EXCERPT)

A grievance is an allegation or complaint that there has been a breach, violation, misinterpretation, misapplication, inequitable or otherwise improper application of, or a deviation from, the terms of this Agreement or of any policy, practice, or procedure which relates to wages, hours, or working conditions. Also, subject to the provisions of Article XXVI, Totality of Agreement, a complaint involving any Employee's work circumstances shall constitute a grievance. The foregoing provisions pertaining to an Employee's work circumstances shall be appealable from Step 3 of this grievance procedure only to an appropriate Committee of the Board of Trustees whose resolution of the complaint shall be final and immediately implemented.

Step 1

The Grievant and the grievant's supervisor shall make every effort to resolve a grievance informally; provided, however, that no grievance may be processed unless done so within ten (10) working days of the occurrence giving rise to the grievance or within ten (10) working days of the date on which the grievant learned, or should have learned, of such occurrence, whichever is later.

Step 2

If the grievance is not suitably resolved in Step 1, the grievant may, in five (5) working days after the impasse, submit a written grievance to the Dean which shall include a statement of the grievance, a brief statement of the facts giving rise to the grievance and the remedy requested. The Dean shall, within ten (10) working days of receipt of the written grievance, which time shall include the time required for a hearing duly convened after having given a minimum of three (3) working days' notice, file a written response setting forth the action to be taken thereon. In any event, the Dean shall have five (5) working days from the hearing date to respond.

continued from previous page

Step 3

If the grievance is not suitably resolved in Step 2, the grievant may, in five (5) working days after the receipt of the written decision from the Dean submit a written appeal to either the President or a party designated by the President to hear and decide such matters. Such individual shall have ten (10) working days, following receipt of such written appeal, which time shall include the time required for a hearing duly convened after having given a minimum of three (3) working days' notice, to file a written response thereto. In any event, the President or his/ her designee shall have five (5) working days from the hearing date to respond.

Step 4 Binding Arbitration

If the grievance is not suitably resolved at Step 3, above, only the parties hereto may, within ten (10) working days of the written response at Step 3, submit the matter to the American Arbitration Association ("AAA") for binding arbitration.

Erie Community College and the Faculty Federation of Erie Community College, NYSUT/NEA-AFT (2009-2020)

ARTICLE 7—ANTI-DISCRIMINATION CLAUSE

No employee will be discriminated against because of race, color, creed, age, sex, religious affiliation, national origin or disability.

In connection with the Equal Employment Opportunity Program of the United States, the Employer pledges its full support to Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375, dated October 13, 1968, in continuing its well-established policy to provide equal employment opportunities for all individuals on the basis of qualifications and merit without regard to race, color, creed, age, sex, religious affiliation or national origin, which policy program the Federation enthusiastically endorses.

The parties to this agreement recognize the need for and advantages of an Affirmative Action Program in terms of filling both the mission of the College as well as the needs of the Community it serves. This being the case, the parties agree to act cooperatively towards the refinement and implementation of an affirmative action policy for Erie Community College during the life of this agreement.

Feather River Community College District and Feather River Federation of Teachers, AFT Local 4615 (2019-2022)

ARTICLE 5—NON-DISCRIMINATION

All rights guaranteed bargaining unit members regarding non-discrimination under all codes and laws whether local, state, or federal, shall be guaranteed under this contract.

Grand Rapids Community College and Faculty Association of Grand Rapids
Community College (2019-2022)

ARTICLE 3 – FACULTY MEMBERS’ RIGHTS

A. RIGHT TO ORGANIZE

Each faculty member shall have the right to freely organize, join, and support the Association for the purposes of engaging in collective bargaining and other lawful activities for mutual aid and protection. The College will not discriminate against any faculty member or faculty members with respect to hours, wages, or any terms or conditions of employment by reason of membership in the Association, participation in any lawful activities of the Association, or institution of any grievance, complaint, or proceeding under this Agreement with respect to any term or condition of employment.

Los Angeles Community College District and the Los Angeles College Faculty
Guild, AFT Local 1521 (2020-2023)

ARTICLE 5–NON-DISCRIMINATION AND WORKPLACE COLLEGIALITY

The Board and the AFT agree not to discriminate against any faculty member on an unlawful basis. The Board and the AFT agree to comply with all federal and state laws regarding non-discrimination.

Reprisals of any nature shall not be taken against faculty members for exercising their union rights.

In addition, the Board and the AFT shall strive to promote a collegial and non-hostile workplace for all District employees. A collegial workplace is one of respect between employees; it is a cooperative environment for educating our students.

Unlawful Discrimination Concerns:

Faculty with concerns regarding unlawful discrimination and harassment, retaliation, and/or sexual harassment should contact the local Title IX Coordinator, Discrimination, Harassment, and Retaliation (DHR) coordinator, and/or the District’s Office of Diversity, Equity, and Inclusion (ODEI).

Non-Collegiality Concerns (Appendix O):

Department or division chairs as part of their Article 17 D duties have an obligation to facilitate strong collegial relationships and teamwork among the full and part-time faculty and staff and to facilitate adherence to applicable professional standards. Faculty with concerns regarding non-collegiality issues not resolved informally or that are not appropriate for resolution at the department/division level shall report those concerns to the appropriate college vice president for consideration, resolution, or referral by submitting an incident report form. See Appendix O.

Appendix O complaints are those where employees are exposed to hostile acts that are severe and pervasive. The college vice president or designee will initiate an inquiry to make an initial determination as to whether the conduct identified in the complaint (Appendix O) is severe or pervasive enough to create a work environment that a reasonable person would consider intimidating, hostile, or abusive.

The results of the initial inquiry shall be provided to the complainant within 15 working days of the submission of the original Appendix O form to prevent the escalation of the issue reported. The final response shall be provided to the complainant within 45 working days of the initial Appendix O

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submission date. The final report shall include the initial inquiry and any subsequent investigation results. The response shall be provided to the complainant utilizing Appendix P.

Appendix O issues are the responsibility of the administration to investigate and resolve. Violations of this article are not grievable except for management's failure to complete an inquiry or investigative process and report back to the complainant within the specified timeline. Timelines may be extended due to availability of the relevant parties or witnesses associated with the complaint.

Seattle Colleges and AFT-Seattle Community Colleges AFT Local 1789 (2020-2023)

PREAMBLE

This Agreement is by and between the Board of Trustees of Seattle Colleges (State of Washington Community College District VI) and the American Federation of Teachers, Seattle Community Colleges, Local 1789, American Federation of Teachers Washington, AFL/CIO (hereinafter called the AFT). The term "District" used hereinafter shall mean the Board of Trustees or its lawfully delegated representatives.

This Agreement sets forth the basic terms and conditions of employment for all academic employees of the District. The term "academic employee" means any teacher, counselor, librarian, or faculty program coordinator whose primary tasks are instructional. Primary instructional functions are teaching, counseling, and the acquisition, preparation, and management of or teaching the use of instructional materials and equipment related to the Library and Instructional Resources Center. Other duties may include making recommendations to the appointing authority or its designee regarding the hiring, dismissal, evaluation, and transfer of other employees. The above-mentioned employees will hereafter be known as "faculty." To this end, the administration supports the concept of a high ratio of full-time faculty to provide a stable cadre of professional employees.

The District and the AFT agree that the provisions of this Agreement and other District policies shall be applied uniformly to all faculty. The parties further agree that in all matters pertaining to the performance of their duties in the Seattle College District, they shall at all times conduct their business in a manner which assures fair, equal, and non-discriminatory treatment of all persons without respect to race or ethnicity, color, sex, sexual orientation, gender, gender identity, age, marital status, national origin, religion, veteran or disabled veteran status, political affiliation or belief, or citizenship/immigration status. In particular, the AFT and the Board/Administration will comply strictly with all requirements of applicable Federal, State, or local laws or regulations issued pursuant thereto relating to the establishment of non-discriminatory requirements in hiring and employment practices.

- 2.2 Non-Discrimination. The District agrees that it will not discriminate against any faculty member with respect to hours, wages, or any other terms or conditions of employment by reason of membership in the AFT, participation in any lawful activities of the AFT, or any grievance, complaint, or proceeding under this Agreement.

ARTICLE III—ASSOCIATION RIGHTS

Section 3.1: No Discrimination

In accordance with applicable law, the Board and the Association agree not to discriminate against any faculty member covered by this Agreement or any applicant for any position covered by this Agreement on account of race, color, religion, creed, sex, gender-identity, gender-expression, sexual orientation, pregnancy, childbirth, medical or common conditions relating to pregnancy and childbirth, genetic information, national origin, age, physical or mental disability, ancestry, marital status, military status, arrest record, unfavorable discharge from military service, order of protection status, citizenship status or any other classification prohibited under federal or state law.

Section 3.2: No Coercion

The Board and the Association agree not to interfere with the right of faculty members covered by this Agreement, to become or not become members of the Association and that there shall be no discrimination against any faculty members covered by the Agreement because of Association membership or non-membership.

Membership in the Association or any other employee organization or association not affiliated with the College shall not be a condition of employment for any faculty member covered by this Agreement. The Board will not discriminate in hiring, tenure or continuity of employment or in promotional opportunities or otherwise because of any employee's membership or lawful organizational activities in the Association.

IV. Post-Doctoral Scholar and Academic Researcher Units

University of California and UAW Local 5810 Postdoctoral Scholars Unit (2022-2027)

ARTICLE 15–NON-DISCRIMINATION IN EMPLOYMENT

A. GENERAL PROVISIONS

1. Within the limits imposed by law or University regulation, the University shall not discriminate against or harass any Postdoctoral Scholar 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 identity, gender expression, physical or mental disability, medical condition (cancer-related or genetic characteristics), genetic information (including family medical history), HIV status, service in the uniformed services, age, citizenship, political affiliation, and/or union activity. Likewise, the University shall not discriminate or retaliate against a Postdoctoral Scholar for requesting or taking Family and Medical Leave. For the purposes of this Article only,
 - a. Service in the uniformed services includes service in the uniformed services as defined in the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA), as well as state military and naval service.
 - b. “Pregnancy” includes pregnancy, childbirth, and medical conditions related to pregnancy, and childbirth.
 - c. “Gender expression” means a person’s gender-related appearance or behavior, whether or not stereotypically associated with the person’s sex at birth. “Gender identity” means a person’s identification as male, female, a gender different from the person’s sex at birth, or transgender.
 - d. “Medical condition” means either any health impairment related to or associated with a diagnosis of cancer or health impairments related to genetic characteristics.
2. Complaint procedures are covered by the University’s Sexual Violence Sexual Harassment (SVSH) Policy and/or Nondiscrimination and Affirmative Action regarding Academic and Staff Employment Policy. If there is a conflict between these, or any, University Policies and this Agreement, the Agreement shall govern.

B. SEXUAL HARASSMENT

1. The University of California is committed to creating and maintaining a community dedicated to the advancement, application and transmission of knowledge and creative endeavors through academic excellence, where all individuals who participate in University programs and activities can work and learn together in an atmosphere free of harassment, exploitation, or intimidation. The University prohibits sexual harassment and retaliation that violates law, this Article, and/or University policy (herein referred to as prohibited behavior). The University shall respond promptly and effectively to reports of prohibited behavior and shall take appropriate action to prevent, to correct, and when necessary, to discipline behavior that violates the law, this Article, and SVSH Policy.
2. Sexual Harassment is when:

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- a. Quid Pro Quo: A person's submission to or rejection of unwelcome sexual conduct is implicitly or explicitly made the basis for employment decisions, academic evaluation, or advancement, or other decisions affecting participation in a University program or activity; or
 - b. Hostile Environment: unwelcome sexual or other sex-based conduct is sufficiently severe or pervasive that it unreasonably denies, adversely limits, or interferes with a person's participation in or benefit from the education, employment or other programs and services of the University and creates an environment that a reasonable person would find to be intimidating or offensive.
3. Sexual conduct includes sexual or romantic advances, requests for sexual favors, and other verbal, nonverbal or physical conduct of a sexual nature.
 4. Other sex-based conduct includes acts of verbal, nonverbal or physical aggression, intimidation, or hostility based on gender, gender identity, gender expression, sex- or gender-stereotyping, or sexual orientation.
 5. Sexual harassment may include incidents between any members of the University community, including: administrators, faculty and other academic appointees (including Postdoctoral Scholars), staff, student employees, students, coaches, residents, interns, and non-student or non-employee participants in University programs (e.g., vendors, contractors, visitors, and patients); in hierarchical relationships and between peers, and; between individuals of any gender or gender identity.
 6. Where there is no conflict with this Agreement, the University's SVSH Policy and the Nondiscrimination Policy shall continue to apply to Postdoctoral Scholars.

C. RETALIATION PROHIBITION

1. Retaliation is an adverse action against a person based on their report or other disclosure of alleged Prohibited Conduct to a University employee, or their participation in, refusal to participate in, or assistance with the investigation, reporting, remedial, or disciplinary processes provided for in University Policy and/or in this Article.
2. An adverse action is conduct that would discourage a reasonable person from reporting Prohibited Conduct or participating in a process provided for in University Policy and/or in this Article, such as threats, intimidation, harassment, discrimination and coercion. Retaliation does not include good faith actions lawfully pursued in response to a report of Prohibited Conduct (such as gathering evidence) and are not, without more, retaliation.
3. The University prohibits retaliation against or by Postdoctoral Scholars based on their report of prohibited behavior or participation in, refusal to participate in, or assistance with the investigation, report, remedial, disciplinary processes provided for in the SVSH Policy.

D. TITLE IX OFFICES

The Title IX Offices responsible for investigations are listed at: <http://sexualviolence.universityofcalifornia.edu/filing-report/index.html>.

E. RESOLUTION PROCEDURES

Reports of alleged violations of Section A, Section B.1-5, or Section C above and/or University Policy may be addressed through the complaint procedure and/or the grievance procedure. Additionally, Alternative Resolution may be used at any time to address the issues. Formal Investigations may be initiated as part of the complaint resolution or grievance procedure.

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1. Alternative Resolution

Postdoctoral Scholar(s) and/or the Union and/or the University may seek Alternative Resolution at any time.

- a. After a preliminary assessment of the facts, the Title IX / EEO Officer may initiate an Alternative Resolution process, which may include: mediation (except in cases of sexual violence); separating the parties; providing for safety; referring the parties to counseling; referral for disciplinary action; a settlement agreement; conducting targeted preventive educational and training programs; and conducting a follow-up review to ensure that the resolution has been implemented effectively.
- b. Only the Title IX officer has the authority on behalf of the University to initiate Alternative Resolution.
- c. If Alternative Resolution is unsuccessful, the Title IX / EEO Officer may initiate a formal investigation.
- d. Attempts at Alternative Resolution at the informal level do not extend the thirty (30) calendar day time limit to file a grievance. However, should a grievance be filed, the parties may agree in writing that the grievance be held in abeyance while alternative resolution is being considered or ongoing.

2. Interim Measures for Complainant(s)

- a. When the appropriate administrative officer has determined that a Complainant has established a prima facie case of harassment and/or discrimination based on a protected category, the University shall implement interim measures when necessary. Such measures shall allow the Postdoctoral Scholar to continue training in an environment free from harassment and/or discrimination based on a protected category.
- b. Interim measures available to Postdoctoral Scholars may include, but are not limited to: change to a different workstation, schedule, work location, unit, department, or position for which the Postdoctoral Scholar is qualified provided that, in the case of a Complainant, the change is voluntary and equitable; training and education of the Respondent; no contact remedies.

3. Grievance Procedure

- a. If a grievance is filed in accordance with Article 6 that includes an alleged violation of this Article, the University shall forward the allegation(s) to the Title IX / EEO Officer for review. If the Title IX / EEO Officer determines an investigation is warranted, the Union and the University may agree in writing that the grievance, or a portion thereof, be held in abeyance while the investigation is ongoing.
- b. If the Union and the University agree in writing to put the grievance in abeyance, the University shall issue the Step 2 decision within fifteen (15) days from the end of abeyance and the grievance procedure shall continue per Article 6.
- c. When the University issues the report, the abeyance shall automatically terminate, and a Step 2 written response to the grievance shall be issued within fifteen (15) calendar days of the date on which the report of findings was issued.
- d. If the Union and the University do not agree in writing to put the grievance in abeyance, the grievance shall continue pursuant to Article 6 – Grievance and Arbitration Procedures.

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e. For sexual harassment cases only, in accordance with the UC SVSH Policy:

- 1) The Title IX Officer, in coordination with the campus Case Management Team, shall make an immediate assessment concerning the health and safety of the individual and the campus community, may implement interim measures, in accordance with section C.2. above, and provide to the Complainant a written explanation of rights and reporting options (including the right to make reports to the police), and available campus and community resources. The local Labor Relations Office shall forward a copy of the written explanation and rights document to the Union.
- 2) As soon as practicable after the local Labor Relations Office receives the grievance, the Title IX Officer will make an initial assessment to determine whether (i) the allegation(s) constitute a prima facie case of an act of prohibited behavior; and (ii) such conduct has a sufficient nexus to the University for it to intervene. It is the intent of the University to make this initial assessment no later than five (5) business days after the Title IX Officer receives the grievance.
- 3) In the event that a formal investigation is conducted, the investigation shall be completed promptly, within 60 business days of its initiation, unless extended by the Title IX Officer for good cause followed by written notice to the Complainant and Respondent of the reason for the extension and the projected new timeline for issuance of the report of findings. The local Labor Relations Office shall forward a copy of the extension for good cause document to the Union.

4. Remedies

- a. Remedies available to Postdoctoral Scholars may include, but are not limited to: change to a different workstation, schedule, work location, unit, department, or position for which the Postdoctoral Scholar is qualified provided that, in the case of the Complainant/Grievant, the change is voluntary and equitable; training and education of the Respondent; no contact remedies.
- b. The University shall implement appropriate remedies if a complaint and/or grievance is sustained, or as an alternative measure. Such remedies, shall ensure that the Postdoctoral Scholar continue training in an environment free from harassment and/or discrimination based on a protected category.

5. Representation

The Postdoctoral Scholar (as a Complainant, Grievant, Respondent, or Witness) shall have the right to be represented by an advocate of their choice, including a Union representative, in the grievance, arbitration, and/or complaint process.

F. LACTATION SUPPORT

1. Where spaces exist for faculty or staff for the primary purpose of expressing breast milk, Postdoctoral Scholars shall have access to those spaces for the purpose of expressing and storing breast milk.
2. If no such space exists in reasonable proximity to a Postdoctoral Scholar's work location, the department will designate an appropriate temporary space, which is not open to the general public, for the purpose of expressing and storing breast milk.
3. The University will allow adequate time for a Postdoctoral Scholar to express breast milk.

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G. ALL-GENDER RESTROOMS

1. The University and the Union recognize the importance of having safe and accessible campus restroom facilities.
2. The University will provide the Postdoctoral Scholar with the location of the nearest all-gender restroom.

ARTICLE 6 – GRIEVANCE AND ARBITRATION PROCEDURES (EXCERPT)

C. NONDISCRIMINATION ACKNOWLEDGMENT AND WAIVER

1. If the UAW appeals a grievance to arbitration that contains allegations of a violation of Nondiscrimination but does not allege violation of another Article that is arbitrable, the Union's notice must include an Acknowledgment and Waiver Form signed by the affected Postdoctoral Scholar. The Acknowledgment and Waiver Form shall reflect:
 - a. that the Postdoctoral Scholar(s) has/have elected to pursue arbitration as the exclusive forum for the claim and
 - b. that the Postdoctoral Scholar 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 such other forums.
2. The timeline to appeal to arbitration set forth in this Article will be extended by thirty (30) calendar days for such grievance to enable the Postdoctoral Scholar to make an informed choice.

University of Washington and UAW Local 4121, University of Washington Researchers United (2023-2026)

ARTICLE 21 – NON-DISCRIMINATION AND HARASSMENT

Section 21.1. Workplace Behavior

The Employer and the Union agree that all employees shall work in an environment that fosters mutual respect and professionalism. The parties agree that inappropriate behavior in the workplace does not further the University's business needs, employee well-being or productivity. All employees are responsible for contributing to such an environment and are expected to treat others with courtesy and respect.

Inappropriate workplace behavior by employees, supervisors and/or managers will not be tolerated. This behavior disrupts the workplace, the academic environment, and the University's ability to provide service to the public.

The University encourages anyone who has experienced or observed discrimination or harassment to report the allegation(s) in accordance with University policies and procedures and this Article.

Section 21.2. Discrimination and Harassment

No employee shall be subjected to discrimination and harassment. Executive Order (EO) No. 31 is the UW policy that applies to discrimination and harassment. EO 31 currently defines discrimination as conduct that treats a person less favorably because of the person's race, color, creed, religion, national origin, citizenship, sex, pregnancy, age, marital status, sexual orientation, gender identity or expression, genetic information, disability or veteran status. In addition, no employee shall be subjected to discrimination or harassment based on ethnic origin, political affiliation, medical condition or membership or non-membership in a union.

Section 21.3. Harassment

No employee shall be subjected to discrimination in the form of harassment. EO 31 defines harassment as conduct directed at a person because of the person's race, color, creed, religion, national origin, citizenship, sex, pregnancy, age, marital status, sexual orientation, gender identity or expression, disability or veteran status that is unwelcome and sufficiently severe, persistent or pervasive that:

- A. It could reasonably be expected to create an intimidating, hostile or offensive work or learning environment, or
- B. It has the purpose or effect of unreasonably interfering with an individual's work or academic performance. Harassment is a form of discrimination.

Section 21.4. Sexual Harassment

EO 31 currently defines Sexual Harassment as a form of harassment characterized by:

- A. Unwelcome sexual advances, requests for sexual favors or other verbal or physical conduct of a sexual nature by a person who has authority over the recipient when:
 - 1. Submission to such conduct is made either an implicit or explicit condition of the individual's employment, academic status or ability to use University facilities and services; or
 - 2. Submission to or rejection of the conduct is used as the basis for a decision that affects tangible aspects of the individual's employment, academic status or use of University facilities; or
- B. Unwelcome and unsolicited language or conduct that is of a sexual nature and that is sufficiently severe, persistent or pervasive that it could reasonably be expected to create an intimidating, hostile, or offensive working or learning environment, or has the purpose or effect of unreasonably interfering with an individual's academic or work performance. This also includes acts of sexual violence, such as sexual assault and sexual exploitation.

Section 21.5. Retaliation

EO 31 prohibits retaliation against any individual who reports concerns regarding discrimination or harassment, who cooperates with or participates in any investigation of allegations of discrimination or harassment, or retaliation or any individual who is perceived to have engaged in any of these actions.

Section 21.6.

The University policy on Workplace Violence will be followed.

Section 21.7. Complaints

A complaint may be filed as a grievance in accordance with Article 10 of this Agreement and/ or following the complaint procedures in APS 46.3 In cases where an employee files both a grievance and

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an internal complaint regarding the alleged discrimination, harassment or retaliation the grievance may be suspended for a fixed period of time by agreement of the parties. The suspension of the grievance does not prevent the parties from discussing or entering into a settlement agreement. Employees may also file discrimination complaints with appropriate federal or state agencies. The parties agree to encourage the filing of discrimination complaints through the Civil Rights Investigation Office.

Section 21.8. Timeline

A grievance alleging a violation of this Article must be submitted within one hundred and eighty (180) days of an alleged occurrence.

Section 21.9. Interim Measures

When a grievance or complaint is filed, the University will implement interim measures, if appropriate. Interim measures will be implemented in accordance with University policies and determined by the Employer. Such measures shall be designed to allow the Postdoctoral Scholar to work in an environment free from discrimination.

Section 21.10. Representation

Employees shall have the right to be represented by an advocate of their choice, including a Union representative, in the grievance or arbitration process.

Section 21.11. Diversity

The Union and the University are committed to a workforce that complies with federal and state laws and University diversity policy. The parties agree that University employment and recruitment practices are an appropriate subject for the Joint Union Management Committee.

Section 21.12. Lactation

The University shall provide accommodation for lactation in accordance with applicable laws and UW policy. Accommodation shall include providing reasonable break time for an employee to express breast milk for two years after the child's birth when the employee has need to express milk and providing a private location, other than a bathroom, if such a location exists at the place of business or worksite, which may be used by the employee to express breast milk. If the business location does not have a space for the employee to express milk, the employer shall work with the employee to identify a convenient location and work schedule to accommodate their needs.

The University shall maintain a webpage listing the established lactation stations of which the University is aware, to include access instructions and what equipment is available at each station (e.g., sink, refrigerator). It is understood that the lactation stations listed on this webpage do not represent a comprehensive list. The parties may add lactation stations to this webpage periodically, which will be discussed at the request of either party. These lactation stations will be available to all employees.

Section 21.13. Bathroom Equity

The University shall provide access to gender-neutral bathrooms in accordance with applicable laws and UW policy. The University shall publicize the location of every all-gender bathroom on campus on a website.

V. Graduate Student Employee Bargaining Units

New York University and UAW Local 2110 (2020-2026)

ARTICLE XIV – NON-DISCRIMINATION

- A. There shall be no discrimination against present or future employees by reason of race, religion, color, national origin, citizenship, sex, sexual orientation, gender identity and expression, age, disability, marital or parental status, veteran status, union activity or any characteristic or factor protected by the law, including, but not limited to, Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1991, 42 U.S.C. §1981, the Equal Pay Act, Title VI of the Civil Rights Act of 1964, the Vocational Rehabilitation Act, the Americans with Disabilities Act, the Age Discrimination in Employment Act, the New York State Human Rights Law, the New York City Human Rights Law, the National Labor Relations Act or any similar or related laws, rules, and/or regulations, under statutory or common law.
- B. Any grievance claiming a violation of this Article may be initiated at Step 3 of the grievance procedure. The time limit for a graduate employee or Union to present a grievance provided in Article XX.B., i.e., within fifteen (15) days of its occurrence, shall not apply to grievances filed under this Article XIV.
- C. The University commits to comply with its Non-Discrimination and Anti-Harassment Policy and Complaint Procedures for Employees. This policy will be prominently posted.
- D. The University commits to comply with the University's Affirmative Action and Equal Employment Opportunity policy statement.
- E. The University commits to comply with its reasonable accommodation statements found on the Office of Equal Employment Opportunity webpage.
- F. Upon request from a graduate worker with a disability, the University shall engage in an interactive process and will provide reasonable accommodation, absent undue hardship, to enable the graduate worker to perform the essential functions of their job, consistent with state, federal and local law as well as the University's policies.

Columbia University and Student Workers of Columbia, UAW Local 2710 (2021-2025)

ARTICLE 3 – NON-DISCRIMINATION

Section 1: Preamble. Columbia University is committed to providing a learning, living, and working environment free from discrimination and harassment, and to fostering a nurturing and vibrant community founded upon the fundamental dignity and worth of all of its members. Each individual has the right to work in a professional atmosphere that promotes equal employment opportunities and prohibits discriminatory practices, including harassment.

Section 2: Prohibition of Unlawful Discrimination and Harassment. In accordance with applicable laws, it is the policy of the University not to tolerate unlawful discrimination or harassment in any form and to provide those who feel that they are victims of discrimination with mechanisms for seeking redress. Columbia University prohibits any form of discrimination and harassment against any person on the basis of race, color, religion/creed, caste, sex, gender, gender identity or expression, sexual orientation, marital status, parental status, pregnancy and pregnancy-related conditions, medical conditions, national origin, citizen or immigration status, ancestry, age, military or veteran status, disability, status as a victim of domestic violence, genetic information or carrier status, unemployment status,

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partnership status, or any other applicable legally protected status. This principle of equal employment opportunity applies to all policies and procedures relating to recruitment and hiring, compensation, benefits, termination and all other terms and conditions of employment.

Neither the University nor the Union shall unlawfully discriminate against or in favor of any Student Employee because of membership in the Union and/or activities on behalf of the Union as protected by the National Labor Relations Act.

Section 3: Prohibited Conduct. Columbia University's Employee Policy and Procedures on Discrimination, Harassment, Sexual Assault, Domestic Violence, Dating Violence, and Stalking, which defines prohibited conduct, can be found on the University's Equal Opportunity Affirmative Action office's website page.

The University annually reviews its policies in consideration of new guidance or regulations, and experience. As a part of the review, recommendations from the Union-Management Committee will be considered. University officials shall make best efforts to solicit and incorporate this input.

Section 4: Complaints. Complaints alleging conduct that violates the University's Equal Opportunity and Affirmative Action policy will be processed through the University's EOAA procedures. The University encourages those who believe that they have experienced discrimination, harassment or other prohibited conduct to bring their concerns to the University's attention immediately. The University does not limit the time for submitting a complaint of prohibited conduct.

The University is committed to making best efforts to ensure that complaints are resolved as expeditiously and efficiently as possible and will devote the resources needed to achieve this commitment. To that end, complaints will be reviewed immediately by EOAA to determine whether Title IX applies. Student Employees are entitled to Union representation during any investigative, appeal, or mediation process and will be so advised in writing by EOAA.

- A. If EOAA determines that Title IX applies, the Student Employee, the Union and the University will be notified of that determination within five (5) business days of the filing of the complaint. If there is a disagreement as to whether the complaint triggers the Title IX process, the Student Employee or the Union will promptly notify the University. The University will present the issue for decision to an expert in the field, selected from an agreed list; the decision, which will be final, will be presented to the Student Employee, the Union and the University within (10) business days of the notice. For complaints that involve Title IX, the Union may proceed to arbitration under Article 2 [Grievance and Arbitration] only after the EOAA process is complete, including exhaustion of the EOAA appeal process.
- B. For complaints that do not involve Title IX, the Union may proceed to arbitration under Article 2 [Grievance and Arbitration], if the matter is not resolved by EOAA within seventy-five (75) days of its receipt. As complaints often require extensive review and vary in complexity, the Union shall not unreasonably deny requests by the University to extend the seventy-five (75) day period. The following factors will be relevant to the reasonableness of such a request: the nature and duration of the conduct complained of; the number of complainants; the number of potential witnesses identified by the complainant and respondent; the availability and location of witnesses, including the complainant and respondent; the extent and availability of documents (including emails and text messages) that must be reviewed.
- C. Once an investigation is commenced and until a written finding is rendered, the Union or the University may request a status report after sixty (60) days and every thirty (30) days

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thereafter. This report will include an estimate of the additional time required to complete the process.

- D. Columbia University will take and/or make available reasonable and appropriate measures to protect a Student Employee's access to Columbia University employment or education programs and activities. Where appropriate, EOAA will implement interim measures as provided for in the University's Employee Policy and Procedures on Discrimination, Harassment, Sexual Assault, Domestic Violence, Dating Violence, and Stalking. The University shall have discretion regarding the specific measures. In the event the Union believes that the interim measures provided are insufficient, it may appeal directly to the Provost or a University official designated by the Provost.
- E. Consistent with EOAA policy and this Agreement, the parties shall meet to make good faith efforts to reach potential resolutions or settlements.
- F. Retaliation against any individual who complains of a violation of the Equal Opportunity and Affirmative Action policy or who otherwise participates in the investigation of an alleged violation is strictly prohibited.
- G. If the Student Employee files a grievance of a violation of this article under Article 2 [Grievance and Arbitration], any deadlines by which the other party or parties to the underlying claim must file an appeal may be tolled until resolution of the grievance or the conclusion of the EOAA policy and procedures other than appeal, whichever is later. Any such grievance will be between the Union and the University. Such grievances may be filed at Step 3 of the Grievance and Arbitration procedure.
- H. The Student Employee may not pursue an appeal under the EOAA process following the completion of arbitration.

Section 5: Mediation. Following completion of the appeals process by a Student Employee, if the Union is dissatisfied with the final decision of the University, the Union may take the matter to mediation by serving notice on the University within fifteen (15) days of the final decision of the Appellate Officer. As the parties to the mediation, the Union and the University shall meet to mutually select a mediator. The Union and the University will split the costs of mediation evenly.

Under no circumstances may the Union pursue both mediation and arbitration.

Section 6: Review. The University is committed to leveraging insight from these processes to help address problematic behavior on a continuous basis, with the goals of understanding and developing appropriate responses to troubling patterns and behaviors brought to light by these processes. To that end, once a year, the University (including a representative of the EOAA office) shall meet with the Union to discuss the effectiveness of these processes. The first such meeting shall occur no later than twelve (12) months following ratification of this Agreement.

Each academic year, the University will report and make accessible to the Union the annual report on allegations of violations of university-wide non-discrimination and harassment policies (including potentially abusive or intimidating behavior once the relevant policy is established), including numerical case data for the following: complaint allegations by category; the University status of the parties (i.e., student, student employee, faculty member, staff member, post-doc, or third party); the status of the investigation, any remedial efforts taken or interim measure implemented, and, where applicable, general outcome of responsibility findings.

Section 7: Title IX Handling. Under no circumstances will a Student Employee in any of the Schools of the University be pressured by Title IX Resource Coordinators or staff or any other University officials

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to accept informal resolution of their complaint or interim measures in place of filing a formal complaint. Pressure to accept informal resolution may include but is not limited to, telling the Student Employee they will not win a formal resolution, providing misinformation, and telling the complainant that the resolution process will harm the academic opportunities of the respondent.

Section 8: Abusive or Intimidating Behavior. Student Employees who believe that they have been subjected to potentially abusive or intimidating behavior should discuss their concerns with their immediate supervisor, human resources, or the compliance hotline. Retaliatory treatment of any Student Employee for reporting such concerns in good faith is strictly forbidden.

The University is committed to ensuring a workplace free from abusive or intimidating behavior. Accordingly, the University has convened a University-wide Working Group with representatives from various constituencies, including the Student Employees, to make recommendations to the University to address complaints about misconduct that do not constitute policy violations on sexual and gender-based harassment or other forms of prohibited discrimination but which nonetheless may be abusive and/or intimidating to Student Employees. The Working Group meets regularly toward finalizing a proposed policy.

Once the University has approved a policy and procedures for addressing abusive or intimidating behavior not covered by existing EOAA policies and procedures, if a Student Employee is dissatisfied with the results of the established process, the Union may proceed to arbitration under Article 2 [Grievance and Arbitration] only after the established process is complete, other than any appeal process. The Union may also take the matter to mediation after any appeals process as described in Section 5 above.

Section 9: Severability. If the current Title IX regulations are modified or overturned, the University or the Union may reopen and bargain over this Article.

Harvard University and Harvard Graduate Students Union, UAW Local 5118 (2021-2025)

ARTICLE 7–NON-DISCRIMINATION, HARASSMENT, AND ABUSE OR INTIMIDATION

Section 1. Prohibition of Discrimination, Harassment and Abusive or Intimidating Behavior

- A. Harvard University provides equal opportunity in employment for all qualified persons and shall not discriminate against any SW on the basis of race, color, religion, caste, creed, sex, sexual orientation, marital status, parental status, pregnancy and pregnancy-related conditions, gender identity, gender expression, genetic information, national origin, ancestry, age, veteran status, military service, physical or mental disability, political beliefs, union activity or membership, or membership in other protected status under Massachusetts, federal or local law, or any University Policy.
- B. The University shall not tolerate abusive or intimidating behavior by individuals who hold supervisory authority over SWs.
- C. For purposes of this Article, the term “caste” is defined as a system of rigid social stratification characterized by hereditary status, endogamy and social barriers sanctioned by custom, law, or religion, that originated in South Asia.

Section 2. Definitions of Sexual Harassment and Other Sexual Misconduct and Abusive or Intimidating Behavior

A. Sexual Harassment and Other Sexual Misconduct

Consistent with the University's policies on sexual harassment and other sexual misconduct and/or discrimination for students, faculty, staff and other Harvard appointees, Harvard University is committed to maintaining a safe and healthy educational and work environment in which no member of the University community is, on the basis of sex, sexual orientation, or gender identity or expression, excluded from participation in, denied the benefits of, or subjected to discrimination in any University program or activity. Sexual harassment, including sexual violence, is a form of sex discrimination in that it denies an individual's equal access to the University's programs or activities.

1. Sexual harassment is unwelcome conduct of a sexual nature, on the basis of sex, including sexual orientation and gender identity. Sexual harassment includes unwelcome sexual advances; requests for sexual favors; and other verbal, nonverbal, graphic, or physical conduct of a sexual nature or based on sexual orientation or gender identity or expression, that satisfies one or more of the following: (1) an employee of the University either explicitly or implicitly conditioning the provision of an aid, benefit, or services of the University, such as an individual's employment or academic standing (for example, academic evaluation, grades, or advancement) on an individual's participation in unwelcome sexual conduct (quid pro quo); quid pro quo sexual harassment can occur whether a person resists and suffers the threatened harm, or the person submits and avoids the threatened harm. Both situations could constitute discrimination on the basis of sex; or (2) unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the University's education or work programs or activities; or (3) sexual assault, dating violence, domestic violence, and stalking.

The University is completing the development of an updated definition of consent based on the Title IX Advisory Committee's recommendations. Until the University has enacted this update, consent is defined in the University's Interim Title IX Sexual Harassment Policy and Interim Other Sexual Misconduct Policy.

Other sexual misconduct is unwelcome conduct on the basis of sex, including sexual orientation and gender identity or expression. Other sexual misconduct includes unwelcome sexual advances; requests for sexual favors; and other verbal, nonverbal, graphic, or physical conduct of a sexual nature or based on sexual orientation or gender identity or expression, that satisfies one or more of the following: (1) an employee of the University either explicitly or implicitly conditioning the provision of an aid, benefit, or services of the University, such as an individual's employment or academic standing (for example, academic evaluation, grades, or advancement) on an individual's participation in unwelcome sexual conduct (quid pro quo), which may occur whether a person resists and suffers the threatened harm or the person submits and avoids the threatened harm; or (2) unwelcome conduct determined by a reasonable person to be so severe, persistent, or pervasive that it effectively denies a person access to the University's education or work programs or activities (hostile environment).

B. Abusive or intimidating behavior (power-based harassment) by individuals who hold supervisory authority over SWs, when such conduct interferes with or limits a person's ability to participate in, or benefit from their employment at the University is prohibited.

Section 3. Sexual Harassment and Other Sexual Misconduct Training.

A. It is the policy of the University to provide educational, preventative and training programs regarding sexual and other sexual misconduct; to encourage reporting of incidents; to prevent incidents of other sexual misconduct from denying or limiting an individual's ability to participate in or benefit from the University's programs or activities; to make available timely services for those who have been affected

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by discrimination; and to provide prompt and equitable methods of investigation and resolution to stop discrimination, remedy any harm, and prevent its recurrence.

- B. Consistent with current policy, all faculty, staff and students are required to take on-line training in sexual harassment and other sexual misconduct as determined by the University. The content and delivery of the training is reserved to and determined by the University. However, the Union is free at any time to offer suggestions on how such training can be improved.

Section 4. Right to notice and representation

- A. SWs are free to have a Union representative accompany them in preliminary discussions about possible incidents of harassment and discrimination if they so choose.
- B. SWs have the right to be accompanied by a Union representative at any and all steps of the formal complaint procedures regarding any complaints of any type of alleged discrimination or harassment under Section 1 of this Article.
- C. The University shall notify any SW complainant in a University complaint procedure that the Office of Dispute Resolution (or any similar University office that might conduct investigations) has an investigatory role and, as such, does not represent the SW.
- D. The University shall also provide any SW complainant in a University Complaint procedure with a letter from the Union, incorporated herein as Appendix A, outlining the various avenues of recourse (including the ability to pursue a resolution through the Department of Education Office of Civil Rights), right to Union representation and contact information for the union.
- E. SWs may consult with advisors of their choice, including an attorney, at any point in the formal/informal University resolution process. The University will notify SWs that they may consult with advisors (including an attorney), and the names of potential advisors (including attorneys). SWs have the right to have an advisor or attorney present in conversations with investigators.
- F. The University will report to the Union, once a year, de-identified data on allegations of violations of university-wide non-discrimination and harassment policies that resulted in formal complaints and involved SWs, including: complaint allegations by category; the University status of the parties (i.e. undergraduate student, graduate student, faculty member, staff member, post-doc, or third party); the status of the investigation and, where applicable, outcome of responsibility findings; if known, whether either party had an attorney as a personal advisor; and the academic year in which the complaint was made. The University will provide an annual list of individuals who are eligible to serve on hearing and appeals panels, and where applicable, the number of panels on which each served in the prior academic year.
- G. During the life of this Agreement, should the Department of Education issue new formal rules under its Title IX authority that require the University to modify its current Title IX policies and procedures, the University will notify the Union in advance of finalizing any such changes and provide an opportunity for the Union to meet and discuss in good faith the proposed changes.

The University will give the Union an opportunity to endorse recommendations on any such changes and provide an opportunity for the Union to meet and discuss changes in advance of implementing any such changes.

Section 5. Recourse

- A. Processes

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1. A SW's complaint of discrimination based on union activity or membership shall be handled through the Grievance and Arbitration Procedure in Article 6 of this Agreement. A grievance alleging such discrimination based on union membership or activity may not include additional allegations of other forms of discrimination or abusive behavior as defined under this Article.
2. All other SW complaints regarding discrimination or harassment in employment under this Article, as well as complaints regarding abusive or intimidating behavior that does not violate a discrimination policy will be processed in accordance with the internal policies and procedures developed by the University or the individual schools. Such claims shall not be processed under Article 6, Grievance and Arbitration, other than the exception noted below in Section C. (2-6) below.
3. Under no circumstances should a SW in any of the Schools of the University be pressured by Title IX Resource Coordinators or staff or any other University officials to accept informal resolution of their complaint or supportive measures, in place of filing a formal complaint. Pressure to accept informal resolution may include (but is not limited to) telling the SW they will not win a formal resolution, providing misinformation about the formal resolution process, and telling the complainant that the resolution process will harm the academic opportunities of the respondent. Discussing in good faith the pros and cons of various approaches shall not be considered pressure to accept informal resolution. SWs are free to file a formal complaint at any time if they so choose.
4. A SW also may contact the US Department of Education's Office for Civil Rights (OCR) or any state or federal agency that has jurisdiction over claims of discrimination.

B. Internal University Processes for Claims of Sexual Harassment and Other Sexual Misconduct

1. Complaints by SWs regarding sexual and gender-based harassment in employment shall be processed in accordance with the University's Interim Title IX Sexual Harassment Policy that addresses sexual conduct that falls within the parameters of Title IX and occurred after August 14, 2020; the Interim Other Sexual Misconduct Policy that addresses sexual conduct that falls outside the jurisdiction of the Interim Title IX Sexual Harassment Policy and occurred on or after August 14, 2020; the Sexual and Gender-based Harassment Policy that address sexual harassment and other sexual misconduct occurring before August 14, 2020 and after September 1, 2014 and other applicable University policies and related procedures, all of which may be amended from time to time by the University. The policies and procedures can be found on the Office of Gender Equity website. <https://oge.harvard.edu/policies-procedures>

These policies also provide definitions for terms such as Sexual Harassment, and Other Sexual Misconduct and Consent.

2. The University encourages any SW to contact one of the School or Unit Title IX Resource Coordinators, or the Office of Gender Equity or ODR staff about any incidents of possible sexual harassment or other sexual misconduct and to learn about the options that are available to the SW if they wish to pursue that matter. Members of the bargaining unit are also free to have a Union representative accompany them in such discussions if they so choose.
3. SWs may file formal complaints or seek informal resolution of violations of the University's policies on sexual harassment or other sexual misconduct and/or discrimination. There is no time limit for the filing of such a complaint under University policies or procedures. However, SWs are encouraged to file complaints as soon as reasonably possible. Such claims shall not be processed under Article 6, Grievance and Arbitration.
4. Both the respondent and the complainant may appeal any final decision of the Investigative Team under the Sexual and Gender-Based Harassment Policy or the Interim Other Sexual Misconduct

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Policy or Hearing Panel's determination regarding responsibility under the Interim Title IX Sexual Harassment Policy or Interim Other Sexual Misconduct Policy (the latter in the case of consolidated allegations) to the Office for Gender Equity within one week of the date of the notice of dismissal or the determination. The Office of Gender Equity will assign the appeal to a panel drawn from a pool of trained faculty and administrators. All members of the appeals pool receive trauma-informed training from the Director of the Office of Dispute Resolution or designee, including training on the nature of sexual harassment or other sexual misconduct and all relevant Title IX policies and procedures as well as the appeals process.

Impartial and unbiased panels of three members shall be drawn in each case from the standing committee.

Potential appeals panel members are provided with the names and affiliations of the individuals in the appeal and are asked to review to determine whether they have a potential conflict of interest. If so, they are removed from consideration for the appeals panel, and another member of the standing committee is selected for consideration. If there are any questions regarding conflicts of interest, the Office of General Counsel is engaged to help in a determination.

Both the complainant and respondent will be notified as to who will sit on the appeals panel. If a complainant or respondent believes that a particular member of the proposed appeals panel has a conflict of interest and cannot fairly sit upon the panel, such objection should be raised with the University Title IX Coordinator or designee and such objection will be considered in good faith. If the proposed panel member is removed, another member of the standing committee will be selected in their place.

5. Grounds for appeal shall be:

- a. A procedural irregularity that affected the outcome of the decision;
- b. The appellant has new evidence that was not reasonably available at the time the decision regarding responsibility or dismissal was made and that may change the outcome of the decision;
- c. The University Title IX Coordinator, School or unit Title IX Resource Coordinator, Investigative Team or Hearing Panel had a conflict of interest or bias for or against complainants or respondents generally or the individual Complainant or Respondent that affected the outcome of the matter; or
- d. On the record as a whole, no reasonable Hearing Panel or Investigative Team could have reached the same determination regarding responsibility.

The decision of the Appeals Panel shall be the final decision.

6. Mediation. Following completion of the Appeals process by a SW, if the Union is dissatisfied with the final decision of the University and contends that it violates a provision of the collective bargaining agreement, the Union may take the matter to mediation by serving notice on the University within 15 days of the final decision of the Appeals Panel. As the parties to the mediation, the Union and University shall meet to mutually select a mediator. The Union and the University will split the costs of mediation evenly.

An individual SW shall not have the right to invoke mediation.

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Any such mediation will be between the Union and the University. Any action arising from a mediated agreement may not include remanding the matter or imposing a remedy that would make the University and parties to the underlying claim repeat the investigatory, adjudication, and appeal process. Any mediated agreement shall not impose anything on, or with respect to, the other party or parties from the underlying claim.

C. Process for Other forms of discrimination and abusive or intimidating behavior

1. If a SW has an allegation and/or allegations of harassment or discrimination in employment that are not covered, in part or in whole, by the Interim Title IX policy, the Interim Other Sexual Misconduct Policy, or the Sexual and Gender-based Harassment Policy, or if a SW has an allegation of abusive or intimidating behavior in employment, they must pursue such claims in accordance with School or University policy and procedures which may be amended from time to time by the University.

2. For allegations of other forms of discrimination (besides those covered, in part or in whole, by the Interim Title IX policy, the Interim Other Sexual Misconduct Policy or the Sexual and Gender-based Harassment Policy), or for allegations of abusive or intimidating behavior under this Article, and only after exhausting the School or University policy and procedures other than appeal, the SW who disagrees with a decision related to a claim of discrimination or abusive or intimidating behavior in which they are either a Claimant or Respondent may either

(1) pursue an appeal through the School or University appeal procedures on any of the grounds provided for in the School or University procedures, or

(2) pursue a grievance under Article 6, Grievance and Arbitration, as modified below.

3. The two possible bases for a grievance under Article 6, Grievance and Arbitration, shall be:

A) whether the investigator(s) or decision-makers(s) involved in the initial determination of the claim had a conflict of interest or bias for or against the complainant(s) or respondent(s) such that a reasonable person would conclude it influenced the outcome of the claim to the detriment of the SW; or

B) whether the grievant has new evidence that was not reasonably available at the time the decision regarding responsibility or dismissal was made that could affect the determination.

4. Power of the Arbitrator

A. In cases involving allegations of conflict of interest or bias, and for the sake of all parties, the arbitrator will be asked to avoid an outcome that would make the University and parties repeat the investigatory and adjudication process unless no other remedy will address the arbitrator's findings. Apart from ordering a new process for the grievant's claim, if the arbitrator finds there was a conflict or bias sufficient to influence the underlying decision to the detriment of the SW, the arbitrator may award a make whole and/or compensatory remedy to benefit the SW but shall have no power to impose any penalties on the other party or parties from the underlying claim. The arbitrator shall not be authorized to award punitive or emotional distress damages nor may the arbitrator award attorney's fees.

B. In cases involving allegations that the grievant has new evidence that was not reasonably available at the time the decision regarding responsibility or dismissal was made and that could affect the determination, the arbitrator's sole power if they agree with the grievant's position will be to remand the matter back to the University for consideration of the new evidence.

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- C. In all grievance cases, the arbitrator shall have no power to substitute their judgment for that of the University decision-makers with regard to findings of discrimination or abusive or intimidating behavior or lack thereof.
- 5. If the SW files such a grievance under Article 6, Grievance and Arbitration, any deadlines by which the other party or parties to the underlying claim must file an appeal will be tolled until resolution of the grievance. Any such grievance will be between the Union and the University. The Union shall bear the burden of proof in the grievance process.
- 6. Under no circumstances may the SW pursue both an appeal and a grievance option, except as noted in (b) below.
 - a) If the SW chooses to file a grievance under Article 6, Grievance and Arbitration, the SW must file such grievance within one week of the date of the final determination (other than appeal) of the internal University or School procedure. The grievance shall be filed at Step 2 (Dean's level). The Union shall decide within ten (10) business days of the Step 2 response whether to process such grievance to arbitration. If the Union decides to pursue arbitration, the decision of the arbitrator shall be the final decision, subject to whatever rights either party may have under state or federal law to challenge the decision and award.
 - b) If the Union decides not to pursue arbitration, the SW may file an internal appeal instead. In this event, the SW must file a notice of appeal consistent with the University's or School's appeal procedures within one week of the date of the notification that the Union will not pursue arbitration.
 - c) If the SW pursues an internal appeal, either initially or after a decision by the Union not to pursue arbitration, the decision of that appeal shall be the final decision.
- 7. Mediation. Following completion of the internal Appeals process by a SW, if the Union is dissatisfied with the final decision of the University and contends that it violates a provision of the collective bargaining agreement, the Union may take the matter to mediation by serving notice on the University within 15 days of the final decision of the Appeals Panel. As the parties to the mediation, the Union and University shall meet to mutually select a mediator. The Union and the University will split the costs of mediation evenly.

An individual SW shall not have the right to invoke mediation.

Any such mediation will be between the Union and the University. Any action arising from a mediated agreement may not include remanding the matter or imposing a remedy that would make the University and parties to the underlying claim repeat the investigatory, adjudication, and appeal process. Any mediated agreement shall not impose anything on, or with respect to, the other party or parties from the underlying claim.

- D. While the University is developing university-wide procedures for all forms of harassment, discrimination and abusive or intimidating behavior, nothing in this Article shall preclude an individual School from establishing or following local procedures crafted to address identity-based harassment, discrimination and abusive or intimidating behavior.
- E. Supportive measures. Supportive measures are individualized supports to help those who may have experienced incidents of sexual harassment or other sexual misconduct, participate in campus life at Harvard and continue with their work or studies. Supportive measures may be implemented at any time, including but not limited to during the pendency of a formal complaint investigation or informal report. During the processing of complaints of any harassment and/or discrimination defined in Section

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1, the University shall promptly provide, as appropriate supportive measures to individuals involved in a formal complaint or informal report. Possible supportive measures may include, but not be limited to: no-contact orders; change to a different workstation or schedule for the SW; leave time; suspension of respondent without loss of pay while investigating the complaint; change of supervisor, unit, department, or position appropriate for the SW, provided that the change is voluntary and equitable; provision for medical services; provision for escort services. None of these measures shall result in loss of pay for the complainant, or for the respondent (if the respondent is a SW), except if a complainant or respondent chooses to take voluntary leave of absence and such leave is approved, that leave will be unpaid.

- F. Non-Retaliation. Filing a complaint in good faith of sexual harassment or other sexual misconduct and/or discrimination, other forms of discrimination, or abusive or intimidating behavior or cooperating in an investigation shall be a protected activity. Retaliatory actions against any SW for initiating or otherwise participating in such protected activities shall be expressly forbidden.

Retaliation against an individual for raising an allegation, for cooperating in an investigation of such a complaint, or for opposing discriminatory practices is prohibited.

Knowingly or deliberately providing false or misleading information in any investigation is also prohibited.

- G. Discipline. Sanctions for any respondent found to have violated policy shall be handled in accordance with the appropriate disciplinary procedures of the School or unit depending on whether the respondent is a student, faculty member, staff or other University appointee. Disagreement with the severity of any imposed sanction cannot be raised or contested in any way by the complainant.
- H. It is understood that the determination of appropriate penalties for SWs, faculty, staff or other University appointees of the University found to have engaged in prohibited conduct under this Article or related policies is handled at the School level and in accordance with School policies and procedures. A SW who is disciplined for engaging in conduct prohibited under this Article or related policies may grieve the level of discipline imposed but neither the SW nor the Union may dispute the factual findings in the investigatory report.

Section 6. Pregnancy and Lactation.

The University shall provide reasonable accommodations for pregnancy or pregnancy-related conditions (examples include but are not limited to, morning sickness and lactation) unless to do so would impose an undue hardship on the University. Examples of such accommodations include, but are not limited to, a modified work schedule; more frequent restroom, food, or water breaks; providing equipment for seating; limits on lifting; more frequent or longer paid or unpaid breaks; time off, with or without pay, to attend to a pregnancy-related complication; private non-bathroom space for expressing breast milk; and assistance with manual labor. No such accommodations can result in decreased pay or benefits for the SW.

The University provides many lactation rooms across the University. Any nursing SW or their spouses/partners who are breastfeeding can register to use a Harvard lactation room. Locations of such lactation rooms can be found on the HARVie website.

Section 7. Bathroom Equity.

The University will work with local facilities management to label existing gender-neutral bathrooms in office, classroom and lab buildings. Gender-neutral bathrooms shall be posted on a central website. The University will not prevent SWs from using a workplace bathroom appropriate to the SW's gender identity.

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Section 8. Gender Identity.

The University shall respect the SW's decision to choose to discuss their own sexual orientation, gender identity, or gender expression openly, or to keep that information private.

Upon request from the SW, the University will work to update aspects of a SW's employment record to reflect a change in name or gender. University and department-level records should accurately reflect SW pronouns and honorifics. If an error is found in this regard, it will be promptly corrected when brought to the attention of the department.

Section 9. Disability.

Upon request from a SW with a disability, the University shall engage in an interactive process and will provide reasonable accommodation to enable SWs with disabilities to perform the essential functions of their job, consistent with state, federal and local law as well as the University's policies.

Section 10. Prayer Space.

The University shall maintain a central website with the location and hours of all known prayer spaces on campus.

Section 11. Medical Confidentiality.

In accordance with the requirements of HIPAA and FERPA, the University shall respect the highly confidential status of all SWs' medical records maintained by the University, including those that contain information about their transgender status (such as the sex they were assigned at birth).

ARTICLE IV—ANTI-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYMENT

Section A. Principles and Definitions

1. Statutory Compliance: It is agreed that there shall be no discrimination in the application of the provisions of this Agreement based on impermissible factors as defined below and as consistent with the state of Michigan Elliot-Larsen Civil Rights Act of 1976. Refer to Appendix B for the text of the Act. The University agrees to abide by the protections afforded employees with disabilities as outlined in the rules and regulations which implement Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act.
2. Impermissible Factors: "Impermissible factors" means an Employee's race, creed, color, religion, national origin, ancestry, genetic information, marital status, familial status, parental status or pregnancy status, sex, gender identity or expression (whether actual or perceived), sexual orientation, age, height, weight, disability, citizenship status, veteran status, HIV antibody status, political belief, membership in any social or political organization, participation in a grievance or complaint whether formal or informal, medical conditions including those related to pregnancy, childbirth, and breast-feeding, arrest record, or any other factor irrelevant to their employment status or function.
3. The Union and the University recognize the right of Employees to work in an environment free from harassment in accordance with this Article and University policy. In the event an Employee alleges harassment through this collective bargaining agreement or the Office of Institutional Equity procedures, and if measures to transfer the Employee are contemplated, the University will notify the Employee that they are allowed to have Union representation during discussion about the possibility of such a transfer.
4. Definition of Discrimination: Discrimination towards an Employee may occur on or off campus. Any of the following constitute "discrimination":
 - a. conduct based on an impermissible factor that adversely affects a term or condition of an Employee's employment.
 - b. using an impermissible factor as the basis for or a factor in decisions adversely affecting an Employee's employment.
 - c. retaliation in the employment context against an Employee who raises concerns regarding discriminatory conduct.
 - d. conduct that has the purpose or effect of interfering with an Employee's employment performance or creating an intimidating, hostile, offensive, or abusive environment for that individual's employment. This conduct may include prohibited conduct as defined by relevant University Standard Practice Guides and sexual misconduct policies. This conduct may include, but is not limited to:
 - i. harassment. "Harassment" means conduct directed toward a member of the bargaining unit that includes, but is not limited to, unconsented contact, verbal abuse, threats, intimidation, or intentionally refusing to address an Employee by their preferred gender pronouns. Harassment does not include constitutionally protected activity or conduct that serves a legitimate purpose related to the individual's employment, unless the timing or manner in which the activity or conduct is done adversely affects the Employee's employment. Harassment may occur in a pattern or be a single incident, and may be directed towards one individual, or it may be a pattern of behavior directed towards multiple individuals.

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ii. sexual harassment and sexual misconduct. “Sexual harassment” defines a subset of harassment and includes but is not limited to: gender-based harassment (including harassment emerging from the impermissible factors concerning gender identity and expression), unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct or communication of a sexual nature. “Sexual misconduct” includes unwelcome sexual contact, intimate partner violence, and stalking. Sexual harassment and misconduct occur under the following conditions:

1. submission to or rejection of the conduct or communication by an Employee is used as a factor in decisions affecting their employment; or
2. the conduct or communication has the purpose or effect of substantially interfering with an Employee’s employment, or creating an intimidating, hostile, offensive, or abusive employment environment.

Section B. Union Activities or Membership

Neither the University nor the Union shall discriminate against, intimidate, restrain, coerce, or interfere with any Employee because of, or with respect to, their lawful union activities or membership or the right to refrain from such activities or membership. In addition, there shall be no discrimination against any Employee in the application of the terms of this Agreement because of membership or nonmembership in the Union.

Section C. Changes

In the event the University adds any additional category or categories of protected classes to its current policies on nondiscrimination, such category or categories will be added to this Agreement, unless upon written notice, within thirty (30) days of such adoption by the University, the Union informs the University that it does not wish to add the category or categories during the term of the Agreement.

Section D. Definitions

Gender Identity or Expression: “Gender identity or expression” means a gender-related identity, appearance, expression or behavior of an individual, whether actual or perceived, and regardless of the individual’s assigned sex at birth.

Section E. Accommodations for Employees with Disabilities

The University will provide each qualified Employee with a known disability with such reasonable accommodation(s) as are necessary for the performance of their employment functions, unless the accommodation(s) would impose an undue hardship as provided under the Americans with Disabilities Act.

ARTICLE XIV – GRIEVANCE AND ARBITRATION PROCEDURES (EXCERPT)

Section F. Effect on Employment Relationship

When the Employer schedules a meeting in accordance with the provisions of this Article, attendance at such a meeting by the Employee or Union Representative shall not adversely affect their employment relationship.

Section G. Discrimination, Harassment, or Sexual Harassment Grievances

Grievances in which the grievant contends that they have been the victim of discrimination, harassment or sexual harassment, as defined in Article IV of this Agreement, may be submitted to the special arbitration process described here.

1. Such grievances may be initiated at either: Step One, Step Two, or Step Three of the procedure at the discretion of the Union, provided the grievance is submitted within 180 calendar days following the Union's reasonable knowledge of the facts giving rise to the grievance.
2. The designee of the provost will schedule Step Three meetings to occur within five (5) business days after submission at Step Three. These meetings may include relevant witnesses invited by the Union. A written answer will be given by the provost's designee within twenty-one (21) calendar days following such meeting. The specified time guideline may be amended by mutual written consent of the parties.
3. Should the Union be unsatisfied with the Step Three outcome, the Union may choose to proceed to arbitration provided that written notice of intent to arbitrate is submitted to the designee of the provost within thirty (30) calendar days following submission of the Step Three answer by the designee of the provost.

All other provisions of the grievance procedure described above remain in effect.

In the event an Employee has a grievance alleging a violation of Article IV, the grievance may be initiated at Step One, Step Two, or Step Three of the grievance procedure, at the discretion of the Union, provided it is submitted in writing within 180 calendar days following the Union's reasonable knowledge of the facts giving rise to the grievance.

In the event the Union gives notification of intent to arbitrate as provided in Section D of this Article, the University and the Union will select an arbitrator as provided in Section D of this Article, provided, however, that a list of arbitrators familiar with discrimination allegations will be requested if the University and the Union are unable to select a mutually agreeable Arbitrator. In discrimination cases, the fees and expenses of the Arbitrator shall be paid by the Union if the grievant's claim of discrimination is denied and by the University if the grievant's claim of discrimination is upheld.

Nothing in this Section shall be construed to prevent an Employee who alleges discrimination from exercising constitutional or statutory rights which might be available in addition to arbitration, provided however: (1) that if the Union gives notification of intent to arbitrate, the aggrieved Employee shall not attempt to avail themselves of such additional rights until after receipt of the arbitration award, except for a case where the Employee might be foreclosed from exercising those rights because of the time involved in the arbitration proceedings, and (2) that if the Employee files for such rights prior to receipt of the arbitration award, the Employee will request any investigative agency to delay its investigation pending receipt of the arbitration award. In the event the Employee acts in a way inconsistent with (1) and/or (2), the grievance and arbitration process shall cease.

As an alternate to Step One of the grievance process (Section C of this Article), complaints or grievances by Employees alleging a violation of Article IV can be brought directly to the Office of Institutional Equity. Time spent in active pursuit of such informal dispute resolution will not count towards the grievance clock for Step One.

ARTICLE 17 – NON-DISCRIMINATION

The parties to this Agreement (the University and the Union) agree that neither the Union nor the University's respective policies or activities will discriminate against any bargaining unit member based upon race, age, gender, color, national origin, religion, ancestry, marital status, sexual orientation, United States military veteran's status, or disability. A bargaining unit employee may seek assistance regarding discrimination through the University's Office of Compliance, Ethics, & Equal Opportunity, and/or the appropriate enforcement administrative agency (e.g. Equal Employment Opportunity Commission, New Mexico Human Rights Bureau, etc.). It is agreed that there shall be no discrimination, interference, restraint, or coercion by either party against any bargaining unit member because of their membership or non-membership in the Union. Neither party shall retaliate against an employee for participating in an investigation or the grievance procedure. An individual may file a complaint regarding a violation of this Article by filing in writing with the Office of Academic Personnel (OAP). OAP will provide a copy of the complaint to the employing unit Dean or designee or appropriate official for units without a Dean. An investigation will be commenced regarding the complaint. Absent extenuating circumstances, an investigation will be completed within sixty (60) days. The complainant and respondent will be provided with a copy of the investigative report.

Journal of Collective Bargaining in the Academy



The [Journal of Collective Bargaining in the Academy](#) is a publication of the National Center for the Study of Collective Bargaining in Higher Education and the Professions. It is an open-access, peer-reviewed, online periodical advancing research and scholarly thought related to collective bargaining in higher education and making relevant and pragmatic peer-reviewed research readily accessible.

Our authors customarily include college and university faculty and administrators, scholars, graduate students, union activists and leaders, and others interested in collective bargaining in higher education.

Our Journal editors are particularly interested in submissions on contemporary subjects such as artificial intelligence and collective bargaining; social justice issues as negotiable subjects; Title IX compliance in the context of legal challenges; graduate and undergraduate student unionization and bargaining; ombudsperson offices co-existing or conflicting with academic labor; and other important issues in today's fast-changing and growing campus collective bargaining world.

Please see the [Aims & Scope](#) page for more information or contact the editors with any questions on possible submissions.

Journal editors are Gary Rhoades, University of Arizona, Karen Stubaus, National Center Visiting Scholar and former Vice President for Academic Affairs at Rutgers University, and Jacob Apkarian, York College, City University of New York. It is supported in part by a generous contribution from TIAA and is hosted by the institutional repository of Eastern Illinois University, The Keep, a service of EIU's [Booth Library](#).

NATIONAL CENTER

for the **Study of Collective Bargaining in Higher Education and the Professions**

Advance Praise for the National Center's Monograph on Anti-Discrimination Clauses in Higher Education Collective Bargaining Agreements

"Collective bargaining offers unions and institutions of higher education a mechanism for establishing comprehensive, legally binding anti-discrimination provisions. In contrast to aspirational declarations, negotiated contracts can manifest concrete commitments to equitable practices and equal opportunity. This important new study by the National Center provides valuable insights into this domain. The research highlights exemplary and innovative contractual language addressing discrimination, as well as other collaborative approaches undertaken by unions and administrators to combat discriminatory practices in academic settings. The study's findings are particularly relevant in the current sociopolitical climate, where diversity, equity, and inclusion initiatives on college campuses face increasing scrutiny and opposition. By codifying anti-discrimination measures within collective bargaining agreements, institutions and unions can establish a robust framework for maintaining equitable practices, even in the face of external pressures."

—Ana Avendaño, Visiting Associate Professor of Law, City University of New York School of Law

"Anti-Discrimination Clauses in Higher Education Collective Bargaining Agreements will be an extremely powerful bargaining tool in pursuit of well-tailored examples of anti-discrimination contract provisions relevant to particular workplaces. The contractual anti-discrimination provisions concretely and efficiently presented in this work will carve out joint union-employer commitments to rid workplaces of arbitrary and pernicious discrimination. Picking up where legislatures leave off, these clauses will help unions and institutions build upon state and federal legislative foundations of justice. I cannot recommend this work highly enough."

—Michael C. Duff, Professor of Law, Saint Louis University School of Law and co-director of the Wefel Center for Employment Law

"Drawing on the treasure trove of the National Center's 2024 repository of collective bargaining agreements, this monograph provides tools for both unions and employers in higher education. It is an excellent resource for negotiating provisions aimed at preventing, eliminating, and remedying employment discrimination in colleges and universities. With its many examples of contract provisions, the monograph can be used by negotiators to go above and beyond statutory minimums to create a collective bargaining agreement that advances towards the goal of inclusive, fair, and just institutions of higher education. "

—Risa L. Lieberwitz, Professor of Labor and Employment Law, School of Industrial and Labor Relations, Cornell University

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