

**ARTICLE 25
NONDISCRIMINATION IN EMPLOYMENT**

A. GENERAL PROVISIONS

1. Within the limits imposed by law or University policies, the University shall not discriminate against or harass employees 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 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 (including service in the uniformed services as defined by the Uniformed Services Employment and Reemployment Act of 1994 (USERRA), as well as state military and naval service), age, citizenship, union activity or union affiliation. For the purposes of this Article only, medical condition means any health impairment related to or associated with a diagnosis of cancer, for which a person has been rehabilitated or cured based on competent medical evidence.
2. General discrimination-related issues not related to any individual's specific complaint may be raised in the labor/management meetings defined in Article 15 - Labor-Management Meetings.

B. SEXUAL HARASSMENT DEFINED

Unwelcome sexual advances, requests for sexual favors and other verbal or physical contact of a sexual nature constitute sexual harassment when:

1. submission to such conduct is made either explicitly or implicitly a term or condition of employment, or participation in other University activity;
2. submission to or rejection of such conduct by an individual is used as a basis for evaluation in making personnel decisions affecting an individual;
or
3. such conduct could reasonably be assumed to have the purpose or effect of interfering with an individual's performance or creating an intimidating, hostile, or offensive working environment.

C. GRIEVANCES

For discrimination complaints to be eligible for processing under the grievance procedure, the complaint must be eligible in accordance with Section C.1., 2., or 3., and the employee or her/his representative must file a grievance at Step 1 within thirty (30) calendar days of the date the employee knew or should have known of the alleged discrimination.

1. Allegations of a violation of this Article alone are subject to the Grievance Procedure of this Agreement through Step 2 only.
2. An alleged violation of this Article and a non-arbitrable Article shall be subject to the grievance procedure insofar as the other Article is grievable, although it shall not be subject to Arbitration.
3. Allegations of a violation of this Article, when made in connection with a provision of another Article that is grievable beyond Step 2, shall be eligible for appeal to the same degree that the contract provisions to which the grievance is connected is grievable and/or arbitrable.

D. **SEXUAL HARASSMENT COMPLAINT RESOLUTION PROCEDURE**

With regard to grievances alleging sexual harassment, an employee who has timely filed a grievance may elect to substitute the campus/hospital/LBNL Sexual Harassment Complaint Resolution procedure for Step 1 of the Grievance Procedure. Use of the Sexual Harassment Complaint Resolution procedure shall toll the time limits for Step 1 of the Grievance Procedure only if a grievance has been timely filed, pursuant to Article 10 -Grievance Procedure, Section F.1.a. At any time, an employee may elect to resume the regular grievance procedure in place of the alternate procedure by written notice to the University. The University's Step 1 Grievance response will be issued within fifteen (15) calendar days after such notice to return to Step 1 of the Grievance Procedure is received by the designated campus/hospital/LBNL official.