

## **ARTICLE 24 – NONDISCRIMINATION**

### **Section 1**

Neither the University nor the Union shall discriminate nor tolerate discrimination on the basis of age, color, disability, gender identity or expression, genetic information, marital status, national origin, race, religion, ethnicity, sexual orientation, veteran's status, or any other protected class under State or Federal Law.

All allegations or reports of discrimination involving Graduate Employees (including, but not limited to, bullying, harassment, and sexual harassment) will initiate an independent investigation where the agency conducting the investigation will be approved by both the Union and the University. The anonymized results of this independent investigation will be shared with both parties. Any findings and recommendations of the investigation are binding and will be followed by the University.

### **Section 2**

Neither the University nor the Union will discriminate nor tolerate discrimination against a Graduate Employee on the basis of union membership or non-membership. The University and the Union will work together to provide and promote equal access to all gGraduate eEmployee benefits.

### **Section 3**

~~Grievances alleging violations of Section 1 of this Article can be grieved only at Step 2 of the grievance article and are not subject to arbitration.~~ Unresolved discrimination grievances may be submitted to the Bureau of Labor and Industries or the Equal Employment Opportunity Commission.

### **Section 4**

Any request for accommodations through Disability Access Services (DAS) or Equal Opportunity and Access (EOA) will be honored and fulfilled without requiring Graduate Employees to provide documentation from any agencies, authorities, or medical practitioners regarding said request. Accommodations must not take more than fifteen (15) days to be fulfilled by DAS or EOA and the respective University parties needed to honor the accommodation needs.

### **Section 5**

The Union reserves the authority to hold the University accountable to all aforementioned University Rights, outlined in Article 7, in instances where a Graduate Employee alleges any charges against the University of discrimination, harassment, or retaliation. In these scenarios, the Union may elect to file grievances through the procedures outlined in Article 18, or the Union can request an independent committee composed of appointees mutually agreed upon by the University and the Union to evaluate the charges and make a binding ruling on the evidence discovered.

### **Section 6**

Graduate Employees who request a change in name using the University's "name-in-use" policy will have their requested name-in-use be uniformly and automatically applied to all documents, course catalogues, email accounts, etc. where their name is used. This requirement will not apply to legal documents outside the University's authority.