

## **NON-DISCRIMINATION**

**Tentatively Agreed June 30, 2020**

**Section 1: Preamble.** Columbia University is committed to providing a learning, living, and working environment free from unlawful 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 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, sex, gender, gender identity, pregnancy, age, national origin, disability, sexual orientation, marital status, status as a victim of domestic violence, citizenship or immigration status, creed, genetic predisposition or carrier status, unemployment status, partnership status, military 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 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 website page at [https://eoaa.columbia.edu/sites/default/files/content/docs/EOAA\\_Policy\\_01\\_29\\_2020.pdf](https://eoaa.columbia.edu/sites/default/files/content/docs/EOAA_Policy_01_29_2020.pdf). The University annually reviews its policies in consideration of new guidance or regulations, and experience. Representatives of the bargaining unit may meet with appropriate University officials during such review.

**Section 4: Complaints.** Complaints alleging conduct that violates the University's Equal Opportunity and Affirmative Action policy and/or this Article 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, but strongly urges the immediate reporting of complaints or concerns. Early reporting and intervention have proven to be the most effective method of resolving actual or perceived incidents of discrimination and/or harassment. The University's ability to investigate and respond effectively may be reduced with the passage of time.

The University is committed to making best efforts to ensure that complaints are resolved as expediently and efficiently as possible and will devote the resources needed to achieve this

***The University reserves the right to add to, delete or modify these proposals at any time during bargaining.***

commitment. To that end, complaints will be reviewed immediately by EOAA to determine whether Title IX applies. Employees are entitled to union representation during any investigative process and will be so advised in writing by EOAA.

- A. If EOAA determines that Title IX applies, the 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 disagreement as to whether the complaint triggers the Title IX process, the Employee or the Union will promptly notify the University. The University will present the issue for decision to an expert in the field who has been mutually agreed upon by the Union and the University in advance; the decision, which will be final, will be presented to the Employee, the Union and the University within ten (10) business days of the notice. For complaints that involve Title IX, the Union may proceed to 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 \_\_ 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 thereafter. This report will include an estimate of the additional time required to complete the process.
- D. 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.

***The University reserves the right to add to, delete or modify these proposals at any time during bargaining.***

Section 5: No later than twelve (12) months following ratification of this Agreement, the University (including a representative of the EOAA office) shall meet with the Union to discuss the effectiveness of these processes.

Section 6: If the current Title IX regulations are modified or overturned, the University or the Union may reopen and bargain over Section 4 of this Article.

Section 7: The EOAA process shall not be subject to collective bargaining. The Union may propose to supplement that process, so long as such proposal does not conflict with the EOAA process.

***The University reserves the right to add to, delete or modify these proposals at any time during bargaining.***