

## ARTICLE II - RELATIONSHIP BETWEEN THE BOARD AND THE ASSOCIATION

### A. Fair Practices

1. As sole bargaining agent the Association shall continue its policy of accepting into membership all eligible persons in the unit without regard to age, race, color, creed and religious creed, national origin, sex, marital status, sexual orientation, veteran's status, ~~disabilityhandicap~~, genetic information, ancestry, or membership or non-membership in any political or ideological organization. The Association shall represent equally all members of the bargaining unit without regard to membership or participation in the activities of any employee organization.
2. The Board of Higher Education and the Boards of Trustees agree to continue their policy of non-discrimination against any person on the basis of age, race, color, creed and religious creed, national origin, sex, marital status, sexual orientation, veteran's status, ~~disabilityhandicap~~, genetic information, ancestry, participation in or association with the activities of any employee organization, or membership or non-membership in any political or ideological organization.
3. The Association agrees to cooperate with the Board of Higher Education in the implementation of the Affirmative Action Program for the State Universities in effect on the date of execution of this Agreement; provided, however, that nothing herein contained shall be deemed to prohibit the Board of Higher Education from amending such Program from time to time for the purpose of causing it to conform with any applicable state or federal law, any applicable rule or regulation made thereunder, or any applicable order or directive issued by any agency, including any court, having authority therein.
4. The parties to this Agreement are committed to a policy of affirmative action and non-discrimination. One purpose of the policy is to provide for equal access and equal opportunity through the recruitment and hiring of minorities, women, and the ~~disabled handicapped~~.
5. The parties support a policy of non-discrimination in all personnel actions.
6. ~~The parties recognize the state universities' commitment to addressing and dismantling systemic inequities based on race, while fostering an inclusive learning environment in which all students, faculty and staff—regardless of racial background—enjoy equal opportunities to succeed.~~
7. At the request of the Chapter President, the President of the University, the Chapter President, the University Affirmative Action Officer, and the Vice President shall meet at least once each semester to confer on the University's Affirmative Action Program and to discuss any problems therein.
8. The parties mutually condemn any conduct that inflicts sexual harassment upon any member of the university community. Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute

sexual harassment for this purpose when (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment or his/her academic status or entitlements, (2) submission to or rejection of such conduct by an individual is used as the basis for employment decisions or academic decisions that affect such individual, or (3) such conduct has the purpose or effect of unreasonably interfering with an individual's academic or work performance or creating an intimidating, hostile or offensive academic or working environment.

9. The institutions will provide training to assist unit members to recognize and avoid discriminatory conduct and to explain to them the employer's expectations concerning the prohibition of discriminatory behavior, **and related reporting obligations regarding discriminatory behavior and accommodations**. The parties acknowledge that Federal and/or state law and/or regulations ~~may~~ require the institutions to compel the attendance of unit members at certain types of training, ~~and~~ the institution may make attendance mandatory at certain types of training to further the objectives of this Article. **Attendance at training to further the objectives of this Article is enforceable though this Agreement**. The Association will encourage unit members to attend and avail themselves of training opportunities.
10. ~~The parties agree that no provision of this Section A shall be deemed to create, or to confer on any person, any right enforceable under the terms of this Agreement, it being the common and agreed understanding of the~~ **Other than that which is contained in the aforementioned Section 9, the parties agree that the public policies to which they hereby pledge themselves, as addressed in this Section A, are properly established and enforced through mechanisms, including the state universities' own policy/plan, -other than those pursuant to which the terms of this Agreement have been entered into and pursuant to which they may be enforced.**
11. To advance the purposes and philosophies of this Section A, and in acknowledgement that a more diverse faculty will better serve our students and our communities, the parties shall constitute by ~~January August 31, 2025~~**2023**, a joint labor-management Equity Committee to make recommendation(s) concerning the ways in which the parties may advance equity in faculty and librarian service. The committee shall examine all aspects of faculty and librarian employment, in recruitment, retention, promotion, tenure, and post-tenure advancement with respect to race and gender. The committee shall identify systemic issues and biases that may impede success for faculty and librarians from historically underrepresented communities, and make recommendations for resource allocation, professional development, and recruitment, and retention strategies.

The committee shall be comprised of six (6) persons, three (3) of whom shall be appointed by the Council of Presidents and three (3) of whom shall be appointed by the Association president. The Council and the Association shall each designate an additional, non-voting participant on the committee who may be an employee/consultant of the Association or the Council. Either party may propose that the Committee invite a consultant(s) to address a topic determined in advance by the Committee. Neither party shall unreasonably oppose the invitation of a

consultant. At its first meeting the Committee shall develop rules for its administration. The Committee shall make a report to the Council and the Association no later than ~~December~~ ~~June~~ 31<sup>0</sup>, 2025<sup>4</sup>.