ARTICLE 3
NON-DISCRIMINATION,
AFFIRMATIVE ACTION AND SEXUAL HARASSMENT

3.1 The Board of Trustees and the CSU-AAUP agree that no member of the bargaining unit shall be discriminated against in violation of federal or state statutes, nor on the basis of characteristics or conditions including age, race, religion, gender, sexual orientation, disability, or ethnic or cultural origin, nor with respect to any legal behavior not detrimental to the students or other members of the university community.

3.2 The parties are committed to positive and aggressive affirmative action programs. The function of hiring searches is to maintain objectivity and use all available information in a balanced manner that identifies the best available candidates. Hence, search committees are specifically obligated to apply principles of affirmative action in their consideration of candidate selection.

3.3 Allegations of violations of Article 3.1 shall be processed exclusively through the Affirmative Action/Non-discrimination Complaint Procedures and are not covered by Article 15 (Grievance Procedure) of this Agreement. Such procedures shall include the elements identified in Appendix F. The parties agree to review procedures currently part of affirmative action plans and procedures addressing acts of intolerance and to recommend revisions as necessary.

3.4 Minority Recruitment and Retention Program

The parties to this Agreement recognize the compelling and continuing need to recruit and retain bargaining unit members who are members of minority and other protected groups. The following affirmative action program is adopted for the purpose of increasing the number of such full-time members.

3.4.1 Minority Recruitment and Retention Committee

The University President with the advice and consent of the AAUP Chapter President and consultation with the Director of Affirmative Action shall appoint a Minority Recruitment and Retention Committee. At least two committee members shall be members of minority or other protected groups. The Director of Affirmative Action shall be an ex-officio member of this committee.

3.4.2 The committee shall be charged with the responsibility of assisting search committees to recruit members of minorities and other protected groups; to assist the university in retaining such members; and to engage in such other actions as will effectuate the above purposes including the possibility of travel, mentoring, support for obtaining appropriate credentials, etc. When mentoring is arranged and if the
committee so recommends, a mentor may be provided one (1) load credit per semester for this purpose. During the life of this Agreement, no campus committee may recommend more than one (1) load credit per one-hundred (100) full-time members or fraction thereof during any semester.

3.4.3 When direct support for obtaining credentials or other qualifications is provided to any full-time member, it shall be part of an individual agreement prescribing the support accepted by the member and specifying any conditions, including continuation of future service, placed on said support. Such agreements shall require the written agreement of the member, recommendation of the President and approval of the Chancellor or designee. A copy shall be sent to CSU-AAUP.

3.4.4 Minority Recruitment and Retention Funds

Funding for this program shall be governed by Article 12.10.3. Unexpended funds appropriated pursuant to this Article shall carry forward from year to year and be available for expenditure for these purposes until exhausted.

Funds may be used for any incidental expenses directly related to recruiting, assisting and retaining minority full-time members until the final tenure decision. The Minority Recruitment and Retention Committee shall be responsible for recommending the expenditure of funds. Funds may not be used for any salary payment or stipend to CSU personnel. Distribution of funds shall be made to each campus in proportion to campus full-time membership.