

ARTICLE 5 - NON-DISCRIMINATION IN EMPLOYMENT

A.

1. The provisions of this Agreement shall be applied to all members of the bargaining unit within the limits imposed by law or University regulations without regard to race, color, religious belief or non-belief, marital status, national origin, ancestry, sex, sexual orientation, physical or mental disability, medical condition (cancer-related or genetic characteristics), political affiliation, union activity or status as a covered veteran (Vietnam-era veteran or disabled 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) or, because of age or citizenship.

2. Neither the University nor AFSCME shall discriminate in the application of the Provisions of this Agreement based on Union or non-Union affiliation.

B. If the Union appeals a grievance to arbitration, which contains allegations of a violation of this article, which are not made in conjunction with the provision of another article that is arbitrable, the Union's notice must include an Acknowledgement and Waiver Form signed by the affected employee. The Acknowledgement and Waiver Form will reflect that the employee has elected to pursue arbitration as the exclusive dispute resolution mechanism for such claim and that the employee understands the procedural and substantive differences between arbitration and the other remedial forum or forums in which the dispute might have been resolved, including the differences in the scope of remedies available in arbitration as compared to other forums. The timeline to appeal to Arbitration set forth in Article 7 - Arbitration, will be extended by 30 days for said

grievances to enable the employee to make an informed choice.

- C. No settlement, remedy or decision regarding an alleged violation of this Article shall require a punitive action, monetary or otherwise, or the imposition of discipline upon any employee of the University whether or not such employee is a member of the bargaining unit covered by this Agreement.

D. Grievances Which Allege Sexual Harassment

With regard to alleged violations of this Article involving an assertion of sexual harassment, the University and AFSCME agree that employees covered by this Agreement may elect, as a substitute and in lieu of Step 3 of Article 6 - Grievance, to use the campus sexual harassment resolution procedure.