

## ARTICLE 23 – NON-DISCRIMINATION IN EMPLOYMENT

### A. General Provisions

1. As required by law and University regulations, the University will not discriminate against employees in the Unit on the basis of race, color, religion, marital status, national origin, ancestry, sex, (including gender, pregnancy, medical conditions related to pregnancy, breastfeeding, and medical conditions related to breastfeeding), sexual orientation, gender identity, gender expression, physical or mental disability, medical condition (cancer-related or genetic characteristics), HIV status, service in the uniformed services, political affiliation, citizenship or union activity.
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. Grievability/Arbitrability

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 3 – Arbitration, will be extended by 30 calendar 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 and sexual violence, the University and AFSCME agree that employees covered by this Agreement may elect, as a substitute and in lieu of Step 3 of Article 9 – Grievance, to use the campus sexual harassment resolution procedure.

### E. Lactation Support

1. Employees shall have access to either existing space or the University shall provide temporary space within a reasonable proximity to ensure employees may express breast milk in a space not open to the public.
2. A nursing employee is encouraged to discuss needs, in terms of accommodation, with their supervisor to arrange for frequency and timing of mutually agreeable break times.
3. The University will allow reasonable time for an employee to express breast milk.

### F. All Gender Restrooms

1. The University and the Union recognize the importance of having safe and available campus restroom facilities.
2. Upon request, the University will provide information/websites showing the locations of all-gender restrooms available on campus.