

**ARTICLE 23**  
**NONDISCRIMINATION 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 and childbirth, breastfeeding, and medical conditions related to breastfeeding), sexual orientation, gender identity, gender expression, physical or mental disability, medical condition, HIV status, services in the uniformed services, age, citizenship, or Union activity. For the purposes of this Article only, medical condition means any health impairment related to or associated with a diagnosis of cancer, or health impairments related to genetic characteristics.
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. IMMIGRATION RIGHTS AND RESPONSIBILITIES**

For a detailed description of Immigration Rights and Responsibilities, refer to Appendix D Side Letter.

**C. GRIEVABILITY/ARBITRABILITY**

1. If the Union appeals to arbitration a grievance that alleges a violation of this Article but does not allege violation 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 forum for the 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 10, Grievance Procedure, will be extended by 30 days for such grievances to enable the employee to make an informed choice.

**D. SEXUAL VIOLENCE/SEXUAL HARASSMENT COMPLAINT RESOLUTION PROCEDURE**

1. Grievances that allege sexual harassment

- a. With regard to alleged violations of this Article involving an allegation of sexual harassment, the University and AFSCME agree that the campus sexual harassment resolution procedure shall be a substitute in lieu of Step 1 and the grievance shall automatically be placed in abeyance pending the outcome of the Title IX Office, unless otherwise mutually agreed to by the University and AFSCME.
- b. Grievances that allege violations involving sexual harassment and/or sexual violence that were the subject of an investigation by the University cannot be moved to the arbitration level until sixty (60) calendar days after the finalization of the Title IX report.
- c. Evidence no matter how categorized, relied upon or included into the Title IX report can be introduced at the arbitration hearing when a grievance alleges violations of sexual harassment and/or sexual violence whether the allegation is exclusively a violation of this article or in conjunction with other articles of the Agreement.

#### **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 and store breast milk in a space not open to the public.
2. Employees must request such access at the department level at least forty-eight (48) hours prior to needing the access.
3. The University will allow adequate 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 accessible campus restroom facilities.
2. Upon request, the University will provide the employee with the locations of the all-gender restrooms nearest to the employee's assigned work assignment.