

ARTICLE 3

NONDISCRIMINATION IN EMPLOYMENT

A. General Provisions

The University shall not discriminate against or harass employees on the basis of race, color, religion, marital status, national origin, ancestry, sex (including gender, pregnancy, childbirth, medical conditions related to pregnancy and childbirth, breastfeeding, and medical conditions related to breastfeeding), sexual orientation, gender expression, gender identity, physical or mental disability, medical condition (cancer-related or genetic characteristics), genetic information (including family medical history), HIV status, status as a covered veteran (special disabled veteran, recently separated veteran, Vietnam era 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), service in the uniformed services (including service in the uniformed services as defined by the Uniformed Services Employment and Reemployment Act of 1994 (USERRA), as well as state military and naval service), political affiliation or political opinion, age, citizenship, union activity or union affiliation. This provision is intended to be consistent with the provisions of applicable state and federal law and University policies.

B. Grievability/Arbitrability

For discrimination complaints to be eligible for processing under the grievance procedure the employee or her/his representative must file a grievance at Step 1 within thirty (30) calendar days of the date the employee knew or should have known of the alleged discrimination.

1. Allegations of a violation of this Article alone are subject to the Grievance Procedure of this Agreement through Step 2 only.
2. An alleged violation of this Article and a non-arbitrable Article shall be subject to the grievance procedure insofar as the other Article is grievable, although it shall not be subject§§ to Arbitration.
3. Allegations of a violation of this Article, when made in connection with a provision of another Article that is grievable beyond Step 2, shall be eligible for appeal to the same degree that the contract provisions to which the grievance is connected is grievable and/or arbitrable.