

**ARTICLE 21
NONDISCRIMINATION IN EMPLOYMENT**

A. GENERAL PROVISIONS

1. Within the limits imposed by law or University regulations, the University shall not discriminate against or harass any clerical employees on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental disability, medical condition, HIV status, status as a covered 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, age, citizenship, or political affiliation and 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 CUE shall discriminate in the application of the provisions of this Agreement based on Union or non-Union affiliation.
3. 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 clerical employee. The Acknowledgement and Waiver Form will reflect that the clerical employee has elected to pursue arbitration as the exclusive dispute mechanism for such claim and that the clerical 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 Procedure, will be extended by 30 days for said grievances in order for the employee to make an informed choice.

B. SEXUAL HARASSMENT

1. See Section F.1.e in Article 7, - Grievance Procedure.