**ARTICLE II**

**ANTI-DISCRIMINATION, DIVERSITY, EQUITY AND INCLUSION**

1. There shall be no discrimination by the University or the Union against any bargaining unit member or against any applicant for employment by reasons of race, creed, marital status, color, age, sex, religion, national origin, citizenship, disability, genetic information (including family medical history), relationship with any other persons employed by the University, sexual or affectional orientation, gender identity, membership in or activity on behalf of AAUP except as provided in Article XXI (Agency Rights) or use of the grievance procedure, or any other category protected by New Jersey or Federal law. All advertisements for bargaining unit positions shall contain the following statement: Rider is an equal opportunity/ Affirmative Action employer, committed to developing and sustaining a diverse workplace, and does not discriminate on the basis of age, race, sex, sexual orientation, national origin, religion, or any other non-job-related criteria.
2. There shall be no retaliation by the University or the Union against any bargaining unit member for filing a charge or complaint of discrimination, participation in a discrimination investigation or lawsuit, or opposing discrimination (for example, threatening to file a charge or complaint of discrimination).
3. There shall be a standing Anti-Discrimination, Diversity, Equity and Inclusion Committee chaired by the University’s Vice President for Diversity, Equity and Inclusion/Chief

Diversity Officer. It shall consist of the University’s Vice President for Diversity, Equity and Inclusion/Chief Diversity Officer, three administrative members appointed each September by the Chair and three bargaining unit members appointed by the AAUP.

The Committee shall research best practices in higher education for recruiting and retaining faculty from under-represented populations, make recommendations to Human Resources, and participate in the development of training that will help departments recruit and retain faculty from underrepresented populations. Except as specifically stated herein, nothing in this agreement shall preclude the University from addressing issues concerning diversity, equity, and inclusion.

1. Grievances arising under Section (A) and (B) of this Article may be processed through the grievance procedure set forth in Article XXII and may be referred to outside arbitration.
2. Grievances arising under Section (C) of this Article may be processed through the first two steps of the grievance procedure set forth in Article XXII, but may not be referred to arbitration. However, complaints alleging a failure to adhere to the procedures set forth in Section (B) of this Article may be submitted to outside arbitration.

A grievant may not file a complaint regarding discrimination, diversity, or inclusion with a government agency simultaneously with pursuing a grievance under Article XXII unless failure to do so would mean loss of the right to file such a complaint.