Article 3
Non-Discrimination

3.1 The University agrees that it shall not discriminate against an employee because of membership in or activity on behalf of the AAUP-WSU.

3.2 Neither the University nor the AAUP-WSU shall discriminate on the basis of race, color, religion, disability, veteran’s status, military status, national origin, ancestry, sex, gender identity/expression, sexual orientation, or age.

3.3 The University and AAUP-WSU will not tolerate any form of harassment based on sex, race, or any other category listed in Section 3.2. Administrators that engage in harassment based on these categories in Section 3.2 will be subject to discipline.

3.4 Any Bargaining Unit Member charged with discrimination or harassment is entitled to due process before the University imposes any form of discipline as permitted under Article 14. However, the Member may be suspended with pay pursuant to Section 14.3. When notifying a Bargaining Unit Faculty Member that a complaint has been filed against him or her, the Office of Affirmative Action Programs Equity and Inclusions will provide the Member with a written statement from the AAUP-WSU regarding the Member’s rights. If the complaint is not resolved through mediation, the Office of Affirmative Action Programs Equity and Inclusion will notify the AAUP-WSU President of the charges and the name of the Bargaining Unit Faculty Member being charged, five (5) days prior to a hearing.

3.5 Any Member of the Bargaining Unit who believes he or she has been discriminated against or harassed can seek relief through the Wright State University Office of Affirmative Action Programs Equity and Inclusion, through a grievance under the terms of this contract, or through legal action pursuant to any applicable state or federal law. When a Bargaining Unit Faculty Member seeks relief through the Office of Affirmative Action Programs Equity and Inclusion, that office will provide the Member with a written statement from the AAUP-WSU regarding the Member’s rights.

3.6 Relationship by family or marriage is considered neither an advantage nor a deterrent to a Bargaining Unit Faculty Member. No Member will be assigned to a department or unit under the direct supervision of a relative who has or can have a direct effect on the Member’s progress or performance.

3.7 Consensual sexual relations between students and Bargaining Unit Faculty with whom they also have an evaluative relationship constitute a conflict of interest. Members shall avoid such relationships or, if such a relationship does exist, will promptly make arrangements through their Department Chair to eliminate any conflict of interest or appearance of such conflict, to the extent possible.

3.8 Bargaining Unit Faculty shall not grade or otherwise evaluate students with whom they have a familial relationship. If a family member’s application or enrollment calls for any evaluation on the part of a Member, that Member shall promptly make arrangements through his or her
Department Chair to eliminate any conflict of interest or appearance of such conflict, to the extent possible.

3.9 Internal Funding Professional Development Leaves, Pedagogical Development Course Releases: To ensure non-discrimination in internal funding, professional development leaves and pedagogical development course releases, all proposals must be evaluated according to set criteria announced either in the CBA or in the internal funding award announcement, and each faculty member will receive a summary sheet with their evaluation and reason for it. These awards may be grieved by AAUP-WSU if there is evidence that a) the applicable criteria for this funding or Professional Development Leave or Pedagogical Course Development Release was not used, or b) the outcome were arbitrary, discriminatory, or capricious.