

Key:

Bold, highlighted – Union new language
Non-bold, non-highlighted - accepted language
~~Strikethrough~~ – Deleted language

ARTICLE XX – NON-DISCRIMINATION AND HARASSMENT

Section 1.

The University is committed to maintaining an inclusive working environment free from unlawful discrimination, harassment, and retaliation as prohibited by University policy and/or applicable law. The University and the Union recognize the importance of a welcoming and inclusive environment on campus. Unlawful discrimination, harassment, and retaliation have no place at the University and offend the University's core values.

Section 2.

Neither the University nor the Union shall discriminate against a GSE because of membership or non-membership in any labor union or on the basis of race, color, ethnicity, religious creed, age, medical conditions, sex (including gender, pregnancy, childbirth, medical conditions related to pregnancy and childbirth, breastfeeding, and medical conditions related to breastfeeding), marital status, national origin, citizenship, ancestry, sexual orientation, genetic information, physical or mental disabilities (including learning disabilities, intellectual disabilities, past/present history of a mental disorder), veteran status, prior conviction of a crime, workplace hazards to reproductive systems, gender identity or expression, political activity and/or union activity, or membership in other protected classes set forth in state or federal law. However, no class that is protected as of the date of this agreement shall lose such protection due to a change in law.

Discrimination is any distinction, preference, or detriment to a GSE that:

- (1) excludes the GSE from participation in;**
- (2) denies the GSE the benefits of;**
- (3) treats the GSE differently in the context of; or**
- (4) otherwise adversely affects a GSE's employment.**

Discrimination includes failing to provide accommodation to persons with disabilities.

Section 3:

The Americans with Disabilities Act (ADA) is a federal civil rights law which prohibits discrimination against qualified individuals with disabilities. The Fair Employment Practices Act (FEPA) is a Vermont state law which protects employees from discrimination including on the basis of disability. The University shall comply with the Americans with Disabilities Act of 1990, Section 504 of the Rehabilitation Act of 1973, FEPA, and other applicable federal and state laws that prohibit discrimination on the basis of disability.

Upon request from a GSE, the University shall provide accommodations to the GSE to enable them to perform their job consistent with state, federal, and local laws as well as the University's policies.

Each employing school or college, or department, shall designate an administrative contact ("administrative designee") who is responsible for communicating with necessary parties about formal accommodations requests made by GSEs in that employing school or college.

Accommodations requests may be made at any point during or preceding the term of employment. GSEs may make informal accommodations requests to their direct supervisor which may be implemented by the department without mandatory communication with the administrative designee. GSEs may also make formal requests for accommodations using a request form maintained by the University. GSEs will be able to access this form through their employing school or college's administrative designee and through a designated University webpage.

Departments shall include in their offer letters to all GSEs a statement that the University complies with the ADA and contact information for the administrative designee for the employing school or college.

The University shall provide training to the administrative designees concerning ADA and the University's policies around accessibility.

Section 4:

No GSE shall be subjected to discrimination or discriminatory harassment as defined in the University's Discrimination, Harassment, and Sexual Misconduct Policy which is revised and updated and may be renamed from time to time. This Policy applies to GSEs as well as the other members of the University Community. If there is a conflict between this Policy and this Agreement, then the Agreement shall govern and nothing in this section will prohibit a GSE from exercising the Grievance and Arbitration process.

Section 5:

The University recognizes that sexual harassment is inimical to its core missions, including

its research and education missions, and will not tolerate any form of sexual harassment, and will not tolerate harassment of GSEs by faculty, administrators, supervisors, students, co-workers, vendors, University visitors or anyone else.

Unwelcome actions such as the following are inappropriate and, depending on the circumstances, may in and of themselves meet the definition of sexual harassment or contribute to a hostile work environment:

- Sexual favoritism;
- Sexual pranks, repeated sexual teasing, jokes, innuendo, or story-telling in person, or via email or other electronic media;
- Verbal abuse of a sexual nature;
- Touching or grabbing of a sexual nature;
- Repeatedly standing too close to, brushing up against, touching, or massaging a person;
- Repeatedly asking a person to socialize during off-duty hours when the person has said no or has indicated they are not interested (supervisors in particular should be careful not to pressure a GSE to socialize);
- Giving gifts or leaving objects that are sexually suggestive;
- Repeatedly making sexually suggestive gestures;
- Making or posting sexually demeaning or offensive pictures, cartoons, or other materials in the workplace;
- Off-duty, unwelcome conduct of a sexual nature that affects the work environment.

Section 6:

Neither the University nor the Union shall tolerate bullying behavior against a GSE in the course of their employment, including bullying that is the result of power-based harassment. Bullying is repeated, health-harming mistreatment of one or more people.

Unwelcome actions such as the following are inappropriate and, depending on the circumstances, may in and of themselves constitute bullying of a GSE:

- Persistent singling out of one person;
- Shouting or raising one's voice at an individual in public or private;
- Using obscene or intimidating gestures;
- Not allowing the person to speak or express themselves (i.e. ignoring or interrupting);
- Personal insults and use of offensive nicknames;
- Public humiliation in any form;
- Constant criticism on matters unrelated or minimally related to the person's job performance or description;

- Public reprimands;
- Repeatedly accusing someone of errors that cannot be documented;
- Deliberately interfering with mail and other communications;
- Spreading rumors and gossip regarding individuals;
- Assigning menial tasks not in keeping with the normal responsibilities of a job;
- Taking credit for another person's ideas;
- Deliberately excluding an individual or isolating them from work-related activities, such as meetings;
- Unwanted physical contact, physical abuse, or threats of abuse to an individual or an individual's property (defacing or marking up property);
- Pranks;
- Other verbal, nonverbal, graphic, or physical conduct may create a hostile environment if the conduct denies a person equal access to the University's programs or activities.

Section 7:

Retaliation against any GSE who, in good faith, reports or who participates in the investigation of violations of the University's Discrimination, Harassment, and Sexual Misconduct Policy and/or this Agreement is strictly forbidden. Retaliation means any adverse action taken against a person for making a good faith report of prohibited conduct or participating in any proceeding under the University's Discrimination, Harassment, and Sexual Misconduct Policy or this Agreement. Retaliation includes any threatening, intimidating, harassing, coercing or any other conduct that would discourage a reasonable person from engaging in activity protected under the University's Discrimination, Harassment, and Sexual Misconduct Policy or this Agreement. The University shall investigate all claims of retaliation promptly.

Section 8:

In instances where the grievance is sustained, or during an investigation conducted by the University's Office of Equal Opportunity in accordance with Article XX "Grievance And Arbitration" where interim remedial measures are taken, the University shall have the following remedies or interim measures available, including but not limited to:

- **Changing a GSE to a different workstation, schedule, work location, supervisor, unit, department, or position appropriate for the GSE provided that the change is equitable**
- **training and education of a Respondent**
- **Implementing no-contact remedies.**

Section 9:

The University shall comply with law including any applicable building code with respect to the provision of all-gender restrooms. The University shall accommodate requests by a GSE for an all-gender restroom within any building with GSE workstations.

Section 10:

The University shall respect the GSE's decision to choose to discuss their own sexual orientation, gender identity, or gender expression openly, or to keep that information private. Upon request from the GSE, the University shall update aspects of a GSE's employment and student record to reflect a change in name or gender, including pronouns/name(s). University and department-level records should accurately reflect GSE pronouns and honorifics. If an error is found in this regard, it will be promptly corrected when brought to the attention of the department or program.

Section 11:

The University shall comply with the law including any applicable building code with respect to the provision of lactation stations. The University shall accommodate requests by a GSE for a lactation station within any building with GSE workstations.

Section 12:

The University shall make available prayer spaces for all religions. The University shall maintain a central website with the location and hours of all known prayer spaces on campus.

Section 13:

The University shall distribute a statement of commitment to the principles outlined in this article to all departments and work areas within thirty (30) days of the signing of this Agreement and annually thereafter. In addition, the University will provide once yearly trainings on discrimination, harassment, and sexual misconduct pursuant to Article XX "Training and Professional Development."

Section 14:

If, due to their appointment, a GSE is a mandatory reporter, the GSE shall be made aware of this and will be provided the necessary training as outlined in Article XX "Training and Professional Development."

Section 15:

The University will report to the Union, once a year, de-identified data on allegations of violations of University-wide non-discrimination, harassment, and sexual harassment policies that resulted in formal complaints and involved GSEs, including: complaint allegations by category; the University status of the parties (i.e. undergraduate student,

graduate student, faculty member, staff member, post-doc, or third party); the status of the investigation and, where applicable, outcome of responsibility findings; if known, whether either party had an attorney as a personal advisor; and the academic year in which the complaint was made.

Section 16:

Complaints by a GSE regarding discrimination or harassment may be reported to the University, and the complaint shall be processed in accordance with the applicable University policy or process, including UVM's Discrimination, Harassment, and Sexual Misconduct Policy, which is revised and updated and may be renamed from time to time.

If a GSE's rights as described in this article have been violated, the GSE shall be eligible to begin the Grievance procedure at step 2 under Article XX "Grievance and Arbitration".

Upon mutual agreement, while an investigation by the University is proceeding, the grievance shall be held in abeyance until the University has completed the applicable process. Following the completion of the applicable process, then per article XX "Grievance and Arbitration", the GSE may grieve the University's finding only if the reporting GSE is dissatisfied with any resultant remedies.

The University Policies and this Agreement shall be made available to GSEs through posting on a University website. GSEs who file a complaint alleging a violation to the Office of Equal Opportunity shall be notified in writing that the Office of Equal Opportunity's role is investigatory, that the Office of Equal Opportunity does not represent the Complainant or the Respondent, and that the GSE may be a member of the bargaining unit and may elect to have a union representative act as a support person during the investigation. The University shall notify the Union within the following 24 hours if a GSE is a complainant or respondent in any complaint.