

## Article XX: Non-Discrimination and Sexual Harassment

### Section 1. Discrimination and Harassment

No employee shall be subjected to discrimination and harassment. Executive Order (EO) No. 31 is the UW policy that applies to discrimination and harassment. EO 31 currently defines discrimination ~~Discrimination is defined as~~ conduct that treats a person less favorably because of the person's race, color, creed, religion, national origin, citizenship, sex, pregnancy, age, marital status, sexual orientation, gender identity or expression, genetic information, disability or veteran status. In addition, no employee shall be subjected to discrimination or harassment based on; ethnic origin, political affiliation, medical condition, or membership or non-membership in a union. Harassment is defined as conduct directed at an individual because of the person's race, color, creed, religion, national origin, citizenship, sex, pregnancy, age, marital status, sexual orientation, gender identity or expression, genetic information, disability or veteran status ~~the above listed classes~~ that is unwelcome and sufficiently severe, persistent or pervasive that:

- A. It could reasonably be expected to create an intimidating, hostile or offensive work or learning environment, or
- B. It has the purpose or effect of unreasonably interfering with an individual's work or academic performance. Harassment is a form of discrimination.

All university policies on discrimination and harassment will be followed.

### Section 2. Retaliation

EO 31 prohibits retaliation ~~Retaliation is prohibited~~ against any individual who reports concerns regarding discrimination or harassment, who cooperates with or participates in any investigation of allegations of discrimination or harassment, or who is perceived to have engaged in any of these actions. All university policies on retaliation will be followed.

### Section 3. Sexual Harassment

The Union and the University of Washington are committed to eliminating all forms of sexual harassment. EO 31 currently defines Sexual Harassment as a form of harassment characterized by:

- A. Unwelcome sexual advances, requests for sexual favors or other verbal or physical conduct of a sexual nature by a person who has authority over the recipient when:
  - i. Submission to such conduct is made either an implicit or explicit condition of the individual's employment, academic status or ability to use University facilities and services; or

- ii. Submission to or rejection of the conduct is used as the basis for a decision that affects tangible aspects of the individual's employment, academic status or use of University facilities; or
- B. Unwelcome and unsolicited language or conduct that is of a sexual nature and that is sufficiently severe, persistent or pervasive that it could reasonably be expected to create an intimidating, hostile, or offensive working or learning environment, or has the purpose or effect of unreasonably interfering with an individual's academic or work performance. This also includes acts of sexual violence, such as sexual assault and sexual exploitation.

~~The University prohibits sexual harassment and retaliation that violates law, this Article, and/or University policy. The University shall respond promptly and effectively to reports of prohibited behavior and shall take appropriate action to prevent, to correct, and when necessary, to discipline behavior that violates the law, this Article, and/or Executive Orders No. 31, 51, 54, and 70.~~

~~Sexual Harassment may also include: Other sex-based conduct includes acts of verbal, nonverbal, or physical aggression, intimidation, or hostility based on gender, gender identity, gender expression, sex, or gender stereotyping, or sexual orientation.~~

- ~~1. Quid Pro Quo: a person's submission to such conduct is implicitly or explicitly made the basis for employment decisions, performance evaluation, advancement, or other decisions affecting participation in a University program, activity, or service.~~
- ~~2. Hostile Environment: such conduct is sufficiently severe, persistent or pervasive that it unreasonably denies, adversely limits, or interferes with a person's participation in or benefit from the education, employment or other programs, activities or services of the University, and creates an environment that a reasonable person would find to be intimidating or offensive.~~
- ~~3. Sexual conduct including sexual or romantic advances, requests for sexual favors, and other verbal, nonverbal, or physical conduct of a sexual nature.~~
- ~~4. Other sex-based conduct includes acts of verbal, nonverbal, or physical aggression, intimidation, or hostility based on gender, gender identity, gender expression, sex, or gender stereotyping, or sexual orientation.~~

#### **Section 4:**

The University policy on Workplace Violence will be followed.

#### **Section 5. Complaints**

A ~~discrimination~~ complaint may be filed as a grievance in accordance with Article XX **Grievance Procedure** of this Agreement and/or following the complaint procedures in APS 46.3 with the University Complaint Investigation and Resolution Office (UCIRO). In cases where an employee files both a grievance and an internal complaint regarding the alleged discrimination, harassment, or retaliation the grievance may be suspended for a fixed period of time by agreement of the parties. The suspension of the grievance does not prevent the parties from discussing or entering into a settlement agreement. Employees may also file discrimination complaints with appropriate federal or state agencies. The parties agree to encourage the filing of discrimination complaints through University Complaint Investigation and Resolution Office (UCIRO).

### **Section 6. Timeline**

A grievance alleging a violation of this article must be submitted within one hundred and eighty (180)~~three hundred sixty five (365)~~ days of an alleged occurrence.

### **Section 7. Interim Measures**

When a grievance or complaint is filed, the University will implement interim measures as appropriate. Interim measures will be implemented in accordance with University policies and determined by the Employer. Such measures shall be designed to allow the employee to work in an environment free from discrimination.

### **Section 8. Representation**

Employees shall have the right to be represented by an advocate of their choice, including a Union representative, in the grievance or arbitration process.

### **Section 9. Respectful Work Environment**

The Employer and the Union agree that all employees shall work in an environment that fosters mutual respect and professionalism. The parties agree that inappropriate behavior in the workplace does not further the University's business needs, employee well-being or productivity. All employees are responsible for contributing to such an environment and are expected to treat others with courtesy and respect.

The University encourages anyone who has experienced or observed discrimination or harassment to report the allegation(s) in accordance with University policies and procedures and this Article.

~~The Employer and the Union agree that all employees shall work in an environment that fosters mutual respect, professionalism, and is free of Abusive Conduct. The parties agree that inappropriate behavior in the workplace does not further the University's business needs,~~

~~employee well-being or productivity. All employees are responsible for contributing to such an environment and are expected to treat others with courtesy and respect.~~

~~The Parties mutually acknowledge that Abusive Conduct creates an intimidating environment and may interfere with an employee's work. These behaviors may occur in, but are not limited to, situations in which one person has authority over the employee and situations involving peer to peer interactions.~~

~~The Employer and the Union shall strive to foster an environment in which employees feel comfortable making reports of Abusive Conduct in good faith. The Parties also commit to prohibiting retaliation, as defined in Section 2, against any person who reports Abusive Conduct, who cooperates with or participates in any related investigation, or who is perceived to have engaged in any of these actions.~~

~~Definitions:~~

- ~~1. Abusive Conduct is harassing, threatening, or intimidating behavior that is sufficiently severe, persistent, or pervasive that it denies, adversely limits, or interferes with an employee's participation in or benefit from University employment.~~
- ~~2. Abusive Conduct shall be evaluated on a case by case basis, taking into account the circumstances of the parties, relationship between the parties (including power imbalance); the frequency, nature, and severity of the alleged conduct; whether the conduct was physically threatening; and whether the conduct may be protected. A single act may constitute Abusive Conduct if especially severe or egregious.~~
- ~~3. Differences of opinion, miscommunication, differences in work styles, business disagreements handled professionally, interpersonal conflicts, and occasional problems in working relations are an inevitable part of working life and do not necessarily constitute Abusive Conduct.~~

~~Examples of Abusive inappropriate Conduct may include:~~

1. Use of abusive, insulting, or offensive language (written, electronic, or verbal),
2. Spreading false information or malicious rumors,
3. Behavior, language, or gestures that frighten, humiliate, belittle, or degrade, including criticism or feedback that is delivered with yelling, screaming, threats, implicit threats, or insults,
4. Encouraging others to act, singly, or in a group, to intimidate or harass other individuals,
5. Making inappropriate comments about a person's appearance, lifestyle, family, culture, country of origin, visa status, religious/spiritual, philosophical beliefs, or political views, including in a manner not covered by the University's policies prohibiting discrimination,

6. Unwanted teasing or making someone the brunt of pranks or practical jokes,
7. Inappropriately interfering with a person's personal property or work equipment
8. Circulating inappropriate photos, videos, or information via e-mail, social media, or other means,
9. Making unwanted physical contact or inappropriately encroaching on another individual's personal space, in ways that would cause discomfort and unease,
10. Purposefully excluding, isolating, or marginalizing a person from normal work activities,
11. Repeatedly demanding of an individual that the individual do tasks or take actions that are inconsistent with that individual's job, are not that individuals' responsibility, for which the employees does not have authority, or repeatedly refusing to take "no" for an answer when the individual is within the individual's right to decline a demand; pressuring an individual to provide information that the individual is not authorized to release (or may not even possess),
12. Making inappropriate threats to block a person's academic advancement, opportunities, or continued employment at the University,
13. Sabotaging or undermining a person's work performance

#### **Section 10. Affirmative Action**

~~The Union and the University are committed to a diverse employee workforce. Therefore, the parties will establish a joint committee to discuss methods of recruiting and retaining, and encouraging career development of employees who belong to underrepresented groups (including but not limited to minoritized racial and ethnic identities, women, individuals with disabilities, and veterans) and as defined by the University's Affirmative Action Plan: <http://ap.washington.edu/coaa/affirmative-action-plan-and-resources/>. The parties will also discuss and develop ways of improving the climate of employee workplaces, particularly in cases when employees perceive disparate treatment (for example, as a result of native language/dialect, disability).~~

~~The joint committee will be composed of members of the university administration and employees who have been appointed by the Union. The committee will meet regularly to discuss the goals and progress toward those goals, as laid out in the University's Affirmative Action Plan.~~

- ~~1. The Employer shall have and implement an affirmative action plan which requires the Employer to make special efforts to recruit, employ, retain, train, promote, encourage career development, and transfer qualified members of groups formerly excluded, even if that exclusion cannot be traced to particular discriminatory actions on the part of the Employer, and to develop, implement, and monitor affirmative action goals and timetables for hiring and/or promoting members of protected groups into job classes/categories where it has been determined that under-utilization exists.~~

2. ~~Groups included in the affirmative action program are those covered by federal and state regulations, and are currently women, American Indians, Asian/Pacific Islanders, Blacks, Hispanics/Latinos, Vietnam-era veterans, disabled veterans, persons with disabilities and persons 40 years of age and older.~~

## Section 10. Lactation

~~The University shall provide accommodation for lactation in accordance with applicable laws and UW policy (including APS 46.7. Reasonable Accommodation of Pregnant Employees). Accommodation shall include providing reasonable break time for an employee to express breast milk for two years after the child's birth when the employee has need to express milk and providing a private location, other than a bathroom. Employees will be provided with reasonable accommodation necessitated by pregnancy or pregnancy-related health conditions, including the need to express breast milk (see APS 46.7 Reasonable Accommodation of Pregnant Employees). The University shall provide a reasonable amount of break time for an employee to express breast milk for the nursing child each time such employee has need to express the milk. The University shall provide a space, other than a public bathroom, that is clean, shielded from view, and free from intrusion from coworkers and the public, in reasonable proximity to the lactating parent's work location which may be used to express breast milk. If the business location does not have a space for the employee to express milk, the employer shall work with the employee to identify a convenient location and work schedule to accommodate their needs.~~ The University shall ensure that employees have access to adequate space to store a pump and an insulated food container.

The University shall maintain a webpage listing the established lactation stations of which the University is aware, to include access instructions, and what equipment is available at each station (e.g., sink, refrigerator). It is understood that the lactation stations listed on this webpage do not represent a comprehensive list. The parties may add lactation stations to this webpage periodically, which will be discussed at the request of either party. These lactation stations will be available to all employees. ~~The website address for the lactation stations will be provided during new employee orientation.~~

## Section 11. Bathroom Equity

The University shall provide that all employees have adequate access to all-gender bathrooms. Adequate access may include a reasonable amount of travel time.

The University shall publicize the location of every all-gender bathroom on campus on a website.

## Section 13: Equity Survey

Starting in 2023 and every year thereafter, the Union and the University shall jointly administer an equity survey for all Research Scientists/Engineers A-4 focused on Research Scientists/Engineers A-4 specific concerns. This survey may be combined with other Equity Surveys enshrined in UW-UAW Collective Bargaining Agreements (e.g. Academic Student Employees and Postdoctoral Scholars). In the first Quarter following ratification, the University and the Union shall jointly agree upon baseline questions to be used through the life of the contract. Once per year, the survey shall be distributed through a low-cost platform (Catalyst Google, Survey Monkey, etc.) to all employees. In addition, any department or hiring unit may decide, on a volunteer basis, to jointly develop a supplemental department specific survey, with additional questions to be distributed by a Department Chair or designee and a Union representative in the Department. Responses from all surveys shall be available to the Union and the University. Once the surveys have closed, the Union and the University shall hold a Joint Labor Management meeting to discuss results and strategize further steps for promoting equity, inclusion, transparency, and accountability.