

ARTICLE 16. Non-discrimination and Harassment

Section 16.1. Workplace Behavior

The Employer and the Union agree that all employees shall work in an environment that fosters mutual respect and 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 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 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 inappropriate behavior Abusive Conduct in good faith. The Parties also commit to prohibiting retaliation, as defined in Section 2, against any person who reports inappropriate behavior 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. Inappropriate behavior 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 inappropriate behavior 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 inappropriate behavior Abusive Conduct.

For help and support with issues of discrimination or harassment, Postdoctoral Scholars are encouraged to contact SafeCampus specialists, including the peer led EPIC team.

Examples of inappropriate behavior Abusive 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 individual's 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 16.2. 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 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.

Section 16.3. Retaliation.

EO 31 **currently** prohibits retaliation 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 retaliation or any individual who is perceived to have engaged in any of these actions.

Section 16.4. Harassment.

No employee shall be subjected to discrimination in the form of harassment. EO 31 defines harassment as conduct directed at a person because of the person's race, color, creed, religion, national origin, citizenship, sex, pregnancy, age, marital status, sexual orientation, gender identity or

expression, disability or veteran status 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.

Section 16.5. 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:
 - a. 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
 - b. 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.

Section 16.6.

The University policy on Workplace Violence will be followed.

Section 16.7. Complaints.

A discrimination complaint may be filed as a grievance in accordance with Article 7 of this Agreement and/or 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 UCIRO.

Section 16.8. Timeline.

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

Section 16.9. Interim Measures.

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

Section 16.10. 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 16.11. Diversity.

The Union and the University are committed to a Postdoctoral Scholar workforce that complies with federal and state laws and University diversity policy. The parties agree that University employment and recruitment practices are an appropriate subject for the Joint Union Management Committee.

Section 16.12. Lactation.

The University shall provide accommodation for lactation for Postdoctoral Scholars in accordance with applicable laws and UW policy. 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).

Section 16.13. Bathroom Equity.

The University shall provide access to gender-neutral bathrooms in accordance with applicable laws and UW policy. The University shall publicize the location of every all-gender bathroom on campus on a website.

Section 16.14 Equity Survey

Starting in 2023 and every each year thereafter of this agreement, the Union and the University shall jointly administer an equity survey for all Postdocs focused on Postdoc-specific concerns. This survey may be combined with other Equity Surveys enshrined in UW-UAW Collective Bargaining Agreements (e.g. Academic Student Employees and Research Scientists/Engineers A-4). In the first Quarter Within 120 days following ratification, the University and the Union shall jointly agree upon baseline questions to be used through the life of the contract. Each year the survey shall be distributed through a low-cost platform (Catalyst Google, Survey Monkey, etc.) to all Postdocs. 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 Postdoc in the Department designated by the Union. 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.