

Article 23: Anti-Discrimination and Harassment

23.1 Non-Discrimination.

23.1.1 The University shall not discriminate or harass any ASE on the basis of race, religion or religious sect, color, marital status, national origin, caste, ancestry, sex (including gender, pregnancy, childbirth, medical conditions related to pregnancy and childbirth, breastfeeding and medical conditions related to breastfeeding), sexual orientation, gender expression, gender identity, disability (physical, cognitive/intellectual, or psychological), medical condition, body weight or size, genetic information (including family medical history), HIV status or other chronic health condition, age, service in the uniformed services, citizenship, political affiliation, or union activity.

23.1.2 “Gender expression” is defined as a person’s gender-related appearance or behavior, or the perception of such appearance or behavior, whether or not stereotypically associated with the person’s sex assigned at birth.

23.1.3 “Gender identity” is defined as each person’s internal understanding of their gender, and associated terms that communicate that understanding, which may include man, woman, a combination of man and woman, neither man nor woman, a gender different from the person’s sex assigned at birth, transgender, or others not described here.

23.2 Sexual Harassment.

23.2.1 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, ~~or this Article,~~ or University policy.

23.2.2 Sexual Harassment is a form of discrimination and encompasses unwelcome conduct on the basis of sex and/or gender when certain conditions are met, as defined in WSU’s Executive Policy 15, in accordance with state and federal laws and regulations. Sexual harassment also encompasses “gender-based harassment,” which means harassment of a non-sexual nature that occurs because of a person’s sex and/or gender. It also includes harassment based on a person’s nonconformity with sex and/or gender stereotypes. Examples may include but are not limited to those defined in Appendix 1 of Executive Policy 15 such as: ~~Sexual Harassment is defined as unwelcome sexual or romantic advances, unwelcome requests for sexual favors, and other unwelcome verbal, nonverbal or physical contact of a sexual nature when:~~

- a. egregious conduct such as sexual misconduct, sexual assault, stalking, and intimate partner violence. This conduct may be 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 intimidating or offensive environment.
- b. Quid Pro Quo: Direct or implied threats that submission to sexual advances is a condition of employment or the basis of employment

decisions, work status, promotion, grades, academic evaluation, work references, letters of recommendation, or other decisions affecting participation in a University program, activity, or service.

23.2.3 Sexual harassment may include incidents between any members of the University community, including: administrators, faculty and other academic appointees, staff, student employees (including ASEs), students, coaches, residents, interns, and non-student or non-employee participants in University programs or events (e.g., vendors, contractors, visitors, and patients); in hierarchical relationships and between peers, and; between individuals of any gender or gender identity.

23.3 Retaliation.

The University prohibits retaliation, including but not limited to acts defined in Executive Policy 15, against or by ASEs. Retaliation is defined as intimidation, threats, coercion, or discrimination against any individual for the purpose of interfering with any right or privileged secured by this contract or University policy, or because the individual has made a report or complaint, testified, assisted, or participated or refused to participate in any manner in an investigation, proceeding, or hearing under this policy. ~~For the purposes of this article, retaliation is defined as an adverse action against a person based on their report or other disclosure of alleged Prohibited Conduct to a University employee or their participation in the investigation, reporting and remediation, or disciplinary processes provided for in the University Policies or this contract. An adverse action~~ Retaliation may include ~~is~~ conduct that would discourage a reasonable person from reporting ~~Prohibited~~ conduct or participating in a process provided for in University policy or this Article, such as threats, intimidation, harassment and coercion.

23.4 Policies.

The University shall provide ASEs with information about its non-discrimination and harassment policies.

23.5 Micro-Aggressions.

Micro-aggressions are everyday exchanges— including words and actions—that denigrate and exclude individuals based on their membership in a group or class of individuals as defined in 23.1.1, and are considered forms of discrimination for the purposes of this Agreement. The Union and University shall meet, upon request, up to three (3) times per calendar year to evaluate progress on the joint goal of eliminating micro-aggressions against ASEs and discuss plans to advance that goal.

23.6 Resolution Procedures.

23.6.1 A discrimination or discriminatory or sexual harassment complaint may be filed with the University Compliance and Civil Rights (CCR) office or other appropriate office and/or as a grievance in accordance with Article 3 of this Agreement. ASEs may also file discrimination complaints with appropriate state and federal agencies. The parties agree to encourage the filing of discrimination complaints through the University CCR.

- a. CCR shall notify those filing complaints that union-represented employees may have additional rights under their respective Collective Bargaining Agreement.

- ~~b. Nothing in this Article precludes Academic Student Employees from filing a claim with an outside agency.~~

23.6.2 Timeline: An ASE shall have 180 days from an incident to submit a grievance alleging a violation of this article.

23.6.3 Interim Measures:

- a. When a grievance or complaint is filed, the University will offer interim measures as appropriate. Such measures shall be designed to allow the ASE to continue training and working in an environment free from harassment and/or discrimination.
- b. Interim measures available to ASEs may include, but are not limited to: change to a different workstation, schedule, work location, unit, department, or position for which the ASE is qualified provided that, in the case of a grievant, the change is voluntary and equitable; training and education ~~of the Respondent~~; and no-contact remedies requests and directives.

23.6.4 Remedies:

- a. Remedies available to ASEs may include, but are not limited to long-term: change to a different workstation, schedule, work location, unit, department, or position for which the ASE is qualified provided that, in the case of the Complainant/Grievant, the change is voluntary and equitable; training and education ~~of the Respondent~~; no contact remedies.
- b. The University shall implement appropriate remedies if a complaint and/or grievance is sustained, ~~or as an alternative measure~~. Such remedies; shall be designed to allow ensure that the ASE to continue training and working in an environment free from discriminatory and sexual harassment and/or discrimination.

23.6.5 Representation: The ASE (as a Complainant, Grievant, Respondent, or Witness) shall have the right to be represented by an advocate or advisor of their choice, including a Union representative, in the grievance, arbitration, and/or complaint process.

23.6.6 Grievance Procedure: If an ASE ~~Academic Student Employee~~ files a grievance that includes an alleged violation of this ~~a~~ Article, the University shall forward the ~~complaint~~ grievance to the campus office responsible for reviewing allegations of discrimination and/or sexual harassment. If the campus office determines an investigation is warranted, the Union and the University may agree in writing that the grievance, or a portion thereof, be held in abeyance during the time the allegations are under review. If the Union and the University do not agree in writing to put the grievance in abeyance, the grievance shall continue pursuant to Article 3 - Grievance and Arbitration Procedures.

23.7 Educational and Training Resources

23.7.1 Upon written request from the UAW, the University and the UAW agree to discuss effective training methodology for the prevention of sexual harassment and other forms of discrimination at a systemwide joint labor management committee. The committee shall commence its discussions during Academic Year 2023-24.

23.8 Equity Survey

23.8.1 The Union and the University are committed to a diverse ASE workforce. Therefore, the parties will establish a joint committee to discuss methods of recruiting and retaining, and encouraging career development of ASEs who belong to underrepresented groups (e.g. people from ethnic or racial minorities, women, individuals with disabilities, older adults, veterans). The parties will also discuss and develop ways of improving the climate of ASE workplaces, particularly in cases when ASEs perceive disparate treatment (for example, as a result of native language/dialect or parent/caregiver status).

23.8.2 Starting in Academic Year 2023-2024 and every year thereafter, the Union and the University shall jointly ~~administer~~ adapt the annual Graduate School Survey as an equity survey for so it pertains to all ASEs and ~~focuses~~ on ASE-specific concerns. In the first Semester following ratification, the University and the Union shall jointly agree upon baseline questions to be used through the life of the contract prior to administration of the survey. In the Fall Semester of each year, the survey shall be distributed through an online survey platform (e.g., Qualtrics, Survey Monkey) to all ASEs. In addition, any department or hiring unit may decide, on a volunteer basis, to jointly develop a department-specific survey, with additional questions to be distributed by a Department Chair or designee and an ASE 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 and no later than the end of the Spring semester of that academic year, 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.

23.9 All-Gender Restrooms

23.9.1 The University and the Union recognize the importance of having safe and accessible campus restroom facilities.

23.9.2 ~~Upon request, the University shall publish will provide the ASE with the location of the nearest all-gender restrooms on the WSU website, as well as provide this list upon appointment and upon request, and require that departments provide the ASE with a list of all-gender restrooms near their office location upon appointment.~~

23.9.3 The University shall ensure that all ASEs have access to all-gender restrooms at their worksite.