

WWU'S PROPOSAL RE ANTI-DISCRIMINATION AND HARASSMENT

2/5/24

Article xx - Anti-Discrimination and Harassment

xx.1 Non-Discrimination. Neither the University nor the Union shall discriminate or harass any ESE on the basis of race; religion; creed; color, marital status, national or ethnic origin (including caste or ancestry); sex and/or gender (including pregnancy, childbirth, medical conditions related to pregnancy and childbirth, and breastfeeding and medical conditions related to breastfeeding); sexual orientation; gender identity or expression; physical, mental, or sensory disability (including HIV status or other chronic health conditions or the use of a trained service animal); genetic information (including family medical history or medical conditions); age; service in the uniformed services (i.e. status as a protected veteran, an honorably discharged veteran, or member of the military); immigration or citizenship status; physical appearance (including body weight or size); or union activity.

xx.1.1 "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.

xx.1.2 "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.

xx.2 Sexual Harassment. 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, or University Policy.

xx.2.1 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:

xx.2.1.1 Quid Pro Quo: a person's submission to such conduct is implicitly or explicitly made the basis for employment decisions, academic evaluation, grades or advancement, or other decisions affecting participation in a University program, activity, or service; or

xx.2.1.2 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 intimidating or offensive environment.

xx.2.2 Sexual harassment may include incidents between any members of the University community, including: administrators, faculty and other academic appointees, staff, student employees (including ESEs), 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.

xx.3 Retaliation. The University prohibits retaliation against or by ESEs. The University prohibits retaliation including but not limited to intimidation, threats, coercion, or discrimination against any individual for the purpose of interfering with any right or privilege secured by this contract or University policy. Retaliation may include conduct that would (1) discourage a reasonable person from reporting prohibited conduct or (2) cases when 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 contract or University policy.

xx.4 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 [xx.1] and are considered forms of discrimination for the purposes of this Agreement.

xx.5 Workplace Behavior. The Employer and the Union agree that all employees should work in an environment that fosters mutual respect and professionalism. The parties agree that all employees should be free from everyday exchanges—including words and actions—that denigrate or exclude individuals based on their membership in a group or class. The parties agree that such 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. Inappropriate workplace behavior by ESEs, Faculty, supervisors and/or managers will not be tolerated.

xx.6 Resolution Procedures.

xx.6.1 A discrimination, discriminatory, or sexual harassment complaint may be filed with the Office of Civil Rights and Title IX Compliance (CRTC) or other appropriate office and/or as a grievance in accordance with [Grievance Article] of this Agreement. ESEs may also file discrimination complaints with appropriate state and federal agencies. The parties agree to encourage the filing of discrimination complaints through the University CRTC.

xx.6.1.1 CRTC shall notify those filing complaints that union-represented employees may have additional rights under their respective Collective Bargaining Agreement.

xx.6.2 Timeline: An ESE shall have 365 days from an incident to submit a grievance alleging a violation of this article.

- xx.6.3** Interim Measures: When a grievance or complaint is filed related to harassment or discrimination, the University will offer any of the following remedies on an interim basis, and will implement appropriate remedies on an ongoing basis if a complaint and/or grievance is sustained. Such measures shall allow the ESE to continue to learn and work in an environment free from discriminatory and sexual harassment and/or discrimination. Remedies available to ESEs are designed to be voluntary and restore or preserve an ESE's access to their work or education. Remedies available for a grievance or complaint alleging discrimination and harassment may include, but are not limited to:
- xx.6.4** change to a different workstation, schedule, work location, unit, department, or position for which the ESE is qualified;
- xx.6.5** training and education of the implicated parties;
- xx.6.6** no contact remedies
- xx.6.7** Remedies available to ESEs may include, but are not limited to: change to a different workstation, schedule, work location, unit, department, or position for which the ESE 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.
- xx.6.8** The University shall implement appropriate remedies if a complaint and/or grievance is sustained, or as an alternative measure. Such remedies, shall ensure that the ESE continue training working in an environment free from harassment and/or discrimination.
- xx.6.9** Representation: The ESE (as a Complainant, Grievant, Respondent, or Witness) shall have the right to be represented by an advocate of their choice, including a Union representative, in the grievance, arbitration, and/or complaint process.
- xx.6.10** Grievance Procedure: If an Educational Student Employee files a grievance that includes an alleged violation of this article, the University shall forward the complaint to the campus office responsible for reviewing allegations of discrimination and/or sexual harassment. 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. Following the conclusion of any evaluation or investigation, the results will be made available to the University, the Union, and the affected ESE. If the Union and the University do not agree in writing to put the grievance in abeyance, the grievance shall continue pursuant to [Article XX - Grievance and Arbitration Procedures].

xx.7 Equity Survey. The Union and the University are committed to a diverse ESE workforce. Therefore, the parties will establish a joint committee to discuss methods of recruiting and retaining, and encouraging career development of ESEs who belong to underrepresented groups (e.g. minorities, women, individuals with disabilities, veterans). The parties will also

discuss and develop ways of improving the climate of ESE workplaces, particularly in cases when ESEs perceive disparate treatment (for example, as a result of racial/ethnic, native language/dialect, or parent/caregiver status).

xx.8 Starting in Academic Year 2024-2025 and every year thereafter, the Union and the University shall jointly administer an equity survey for all ESEs focused on ESE-specific concerns. 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. In the Fall Quarter of each year, the survey shall be distributed through an online survey platform (e.g., Qualtrics, Survey Monkey) to all ESEs. 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 ESE 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 quarter 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.

xx.9 All-Gender Restrooms. The University and the Union recognize the importance of having safe and accessible restroom facilities.

xx.9.1 Upon request, the University will provide the ESE with the location of the nearest all-gender restroom and require that departments provide the ESE with a list of all-gender restrooms near their office location upon appointment.

xx.9.2 The University shall ensure that all ESEs have access to all-gender restrooms at their worksite.

xx.10 Policies. The University shall provide ESEs with information about its non-discrimination and harassment policies.