

1 **Article XX: Non-Discrimination and Sexual Harassment**

2
3 **Section 1. Discrimination and Harassment**

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

12 A. It could reasonably be expected to create an intimidating, hostile or offensive work or
13 learning environment, or

14 B. It has the purpose or effect of unreasonably interfering with an individual's work or
15 academic performance. Harassment is a form of discrimination.

16 All university policies on discrimination and harassment will be followed.

17 **Section 2. Retaliation**

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

22 **Section 3. Sexual Harassment**

23
24 The Union and the University of Washington are committed to eliminating all forms of sexual
25 harassment. **EO 31 currently defines Sexual Harassment as a form of harassment**
26 **characterized by:**

- 27 A. **Unwelcome sexual advances, requests for sexual favors or other verbal or physical**
28 **conduct of a sexual nature by a person who has authority over the recipient when:**
29 a. **Submission to such conduct is made either an implicit or explicit condition of the**
30 **individual's employment, academic status or ability to use University facilities and**
31 **services; or**
32 b. **Submission to or rejection of the conduct is used as the basis for a decision that**
33 **affects tangible aspects of the individual's employment, academic status or use of**
34 **University facilities; or**
35 B. **Unwelcome and unsolicited language or conduct that is of a sexual nature and that is**
36 **sufficiently severe, persistent or pervasive that it could reasonably be expected to create**
37 **an intimidating, hostile, or offensive working or learning environment, or has the purpose**

38 or effect of unreasonably interfering with an individual's academic or work performance.
39 This also includes acts of sexual violence, such as sexual assault and sexual
40 exploitation.

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

46
47 Sexual Harassment may also include: ~~Q~~ other sex-based conduct includes acts of verbal,
48 nonverbal, or physical aggression, intimidation, or hostility based on gender, gender identity,
49 gender expression, sex- or gender-stereotyping, or sexual orientation.

- 50
51 ~~1. Quid Pro Quo: a person's submission to such conduct is implicitly or explicitly made the~~
52 ~~basis for employment decisions, performance evaluation, advancement, or other~~
53 ~~decisions affecting participation in a University program, activity, or service.~~
54
55 ~~2. Hostile Environment: such conduct is sufficiently severe, persistent or pervasive that it~~
56 ~~unreasonably denies, adversely limits, or interferes with a person's participation in or~~
57 ~~benefit from the education, employment or other programs, activities or services of the~~
58 ~~University, and creates an environment that a reasonable person would find to be~~
59 ~~intimidating or offensive.~~
60
61 ~~3. Sexual conduct including sexual or romantic advances, requests for sexual favors, and~~
62 ~~other verbal, nonverbal, or physical conduct of a sexual nature.~~
63
64 ~~4. Other sex-based conduct includes acts of verbal, nonverbal, or physical aggression,~~
65 ~~intimidation, or hostility based on gender, gender identity, gender expression, sex- or~~
66 ~~gender-stereotyping, or sexual orientation.~~

67 68 **Section 4. Complaints**

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70 A discrimination complaint may be filed as a grievance in accordance with Article XX of this
71 Agreement and/or following the complaint procedures in APS 46.3 ~~with the University Complaint~~
72 ~~Investigation and Resolution Office (UCIRO).~~ In cases where an employee files both a
73 grievance and an internal complaint regarding the alleged discrimination, harassment, or
74 retaliation the grievance may be suspended for a fixed period of time by agreement of the
75 parties. The suspension of the grievance does not prevent the parties from discussing or
76 entering into a settlement agreement. Employees may also file discrimination complaints with
77 appropriate federal or state agencies. The parties agree to encourage the filing of discrimination
78 complaints through University Complaint Investigation and Resolution Office (UCIRO).
79

80 **Section 5. Timeline**

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

84
85 **Section 6. Interim Measures**

86
87 When a grievance or complaint is filed, the University will implement interim measures as
88 appropriate. Interim measures will be implemented in accordance with University policies and
89 determined by the Employer. Such measures shall be designed to allow the employee to work
90 in an environment free from discrimination.

91
92 **Section 7. Representation**

93
94 Employees shall have the right to be represented by an advocate of their choice, including a
95 Union representative, in the grievance or arbitration process.

96
97 **Section 8. Respectful Work Environment**

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

103
104 The University encourages anyone who has experienced or observed discrimination or
105 harassment to report the allegation(s) in accordance with University policies and procedures
106 and this Article.

107
108 The Employer and the Union agree that all employees shall work in an environment that fosters
109 mutual respect, professionalism, and is free of Abusive Conduct. The parties agree that
110 inappropriate behavior in the workplace does not further the University's business needs,
111 employee well being or productivity. All employees are responsible for contributing to such an
112 environment and are expected to treat others with courtesy and respect.

113
114 The Parties mutually acknowledge that Abusive Conduct creates an intimidating environment
115 and may interfere with an employee's work. These behaviors may occur in, but are not limited
116 to, situations in which one person has authority over the employee and situations involving peer
117 to-peer interactions.

118
119 The Employer and the Union shall strive to foster an environment in which employees feel
120 comfortable making reports of Abusive Conduct in good faith. The Parties also commit to
121 prohibiting retaliation, as defined in Section 2, against any person who reports Abusive Conduct,

122 ~~who cooperates with or participates in any related investigation, or who is perceived to have~~
123 ~~engaged in any of these actions.~~

124
125 **Definitions:**

126
127 ~~1. Abusive Conduct is harassing, threatening, or intimidating behavior that is sufficiently~~
128 ~~severe, persistent, or pervasive that it denies, adversely limits, or interferes with an~~
129 ~~employee's participation in or benefit from University employment.~~

130
131 ~~2. Abusive Conduct shall be evaluated on a case-by-case basis, taking into account the~~
132 ~~circumstances of the parties, relationship between the parties (including power~~
133 ~~imbalance); the frequency, nature, and severity of the alleged conduct; whether the~~
134 ~~conduct was physically threatening; and whether the conduct may be protected. A single~~
135 ~~act may constitute Abusive Conduct if especially severe or egregious.~~

136
137 ~~3. Differences of opinion, miscommunication, differences in work styles, business~~
138 ~~disagreements handled professionally, interpersonal conflicts, and occasional problems~~
139 ~~in working relations are an inevitable part of working life and do not necessarily~~
140 ~~constitute Abusive Conduct.~~

141
142 Examples of Abusive ~~inappropriate~~ Conduct may include:

- 143
- 144 1. Use of abusive, insulting, or offensive language (written, electronic, or verbal),
 - 145 2. Spreading false information or malicious rumors,
 - 146 3. Behavior, language, or gestures that frighten, humiliate, belittle, or degrade, including
 - 147 criticism or feedback that is delivered with yelling, screaming, threats, implicit threats, or
 - 148 insults,
 - 149 4. Encouraging others to act, singly, or in a group, to intimidate or harass other individuals,
 - 150 5. Making inappropriate comments about a person's appearance, lifestyle, family, culture,
 - 151 country of origin, visa status, religious/spiritual, philosophical beliefs, or political views,
 - 152 including in a manner not covered by the University's policies prohibiting discrimination,
 - 153 6. Unwanted teasing or making someone the brunt of pranks or practical jokes,
 - 154 7. Inappropriately interfering with a person's personal property or work equipment
 - 155 8. Circulating inappropriate photos, videos, or information via e-mail, social media, or other
 - 156 means,
 - 157 9. Making unwanted physical contact or inappropriately encroaching on another individual's
 - 158 personal space, in ways that would cause discomfort and unease,
 - 159 10. Purposefully excluding, isolating, or marginalizing a person from normal work activities,
 - 160 11. Repeatedly demanding of an individual that the individual do tasks or take actions that
 - 161 are inconsistent with that individual's job, are not that individuals' responsibility, for which
 - 162 the employees does not have authority, or repeatedly refusing to take "no" for an answer
 - 163 when the individual is within the individual's right to decline a demand; pressuring an

- 164 individual to provide information that the individual is not authorized to release (or may
165 not even possess),
166 12. Making inappropriate threats to block a person's academic advancement, opportunities,
167 or continued employment at the University,
168 13. Sabotaging or undermining a person's work performance
169

170 **Section 9. Affirmative Action**

171
172 The Union and the University are committed to a diverse employee workforce. Therefore, the
173 parties will establish a joint committee to discuss methods of recruiting and retaining, and
174 encouraging career development of employees who belong to underrepresented groups
175 (including but not limited to minoritized racial and ethnic identities, women, individuals with
176 disabilities, and veterans) and as defined by the University's Affirmative Action Plan:
177 <http://ap.washington.edu/eoaa/affirmative-action-plan-and-resources/>. The parties will also
178 discuss and develop ways of improving the climate of employee workplaces, particularly in
179 cases when employees perceive disparate treatment (for example, as a result of native
180 language/dialect, disability).
181

182 The joint committee will be composed of members of the university administration and
183 employees who have been appointed by the Union. The committee will meet regularly to
184 discuss the goals and progress toward those goals, as laid out in the University's Affirmative
185 Action Plan.
186

- 187 1. The Employer shall have and implement an affirmative action plan which requires the
188 Employer to make special efforts to recruit, employ, retain, train, promote, encourage
189 career development, and transfer qualified members of groups formerly excluded, even
190 if that exclusion cannot be traced to particular discriminatory actions on the part of the
191 Employer, and to develop, implement, and monitor affirmative action goals and
192 timetables for hiring and/or promoting members of protected groups into job
193 classes/categories where it has been determined that under-utilization exists.
194
195 2. Groups included in the affirmative action program are those covered by federal and state
196 regulations, and are currently women, American Indians, Asian/Pacific Islanders, Blacks,
197 Hispanics/Latinos, Vietnam era veterans, disabled veterans, persons with disabilities
198 and persons 40 years of age and older.
199

200 **Section 10. Lactation**

201
202 Employees will be provided with reasonable accommodation necessitated by pregnancy or
203 pregnancy-related health conditions, including the need to express breast milk (see APS 46.7
204 Reasonable Accommodation of Pregnant Employees). The University shall provide a
205 reasonable amount of break time for an employee to express breast milk for the nursing child

206 each time such employee has need to express the milk. The University shall provide a space,
207 other than a public bathroom, that is clean, shielded from view, and free from intrusion from
208 coworkers and the public, in reasonable proximity to the lactating parent's work location which
209 may be used to express breast milk. The University shall ensure that employees have access to
210 adequate space to store a pump and an insulated food container.

211
212 The University shall maintain a webpage listing the established lactation stations of which the
213 University is aware, to include access instructions, and what equipment is available at each
214 station (e.g., sink, refrigerator). It is understood that the lactation stations listed on this webpage
215 do not represent a comprehensive list. The parties may add lactation stations to this webpage
216 periodically, which will be discussed at the request of either party. These lactation stations will
217 be available to all employees. The website address for the lactation stations will be provided
218 during new employee orientation.

219 220 **Section 11. Bathroom Equity**

221
222 The University shall provide that all employees have adequate access to all-gender bathrooms.
223 Adequate access may include a reasonable amount of travel time.

224
225 The University shall publicize the location of every all-gender bathroom on campus on a
226 website.

227 228 **Section 12: Equity Survey**

229
230 Starting in 2023 and every year thereafter, the Union and the University shall jointly administer
231 an equity survey for all Research Scientists/Engineers A-4 focused on Research
232 Scientists/Engineers A-4-specific concerns. This survey may be combined with other Equity
233 Surveys enshrined in UW-UAW Collective Bargaining Agreements (e.g. Academic Student
234 Employees and Postdoctoral Scholars). In the first Quarter following ratification, the University
235 and the Union shall jointly agree upon baseline questions to be used through the life of the
236 contract. Once per year, the survey shall be distributed through a low-cost platform (Catalyst
237 Google, Survey Monkey, etc.) to all employees. In addition, any department or hiring unit may
238 decide, on a volunteer basis, to jointly develop a **supplemental** department-specific survey, with
239 additional questions to be distributed by a Department Chair or designee and a Union
240 representative in the Department. Responses from all surveys shall be available to the Union
241 and the University. Once the surveys have closed, the Union and the University shall hold a
242 Joint Labor Management meeting to discuss results and strategize further steps for promoting
243 equity, inclusion, transparency, and accountability.

244 245 **Section 13:**

246
247 **The University policy on Workplace Violence will be followed.**