

Article 19 – Non-Discrimination and Harassment

Section 1.

Non-Discrimination. Discrimination may include incidents between any members of the University community, including: administrators, faculty and other academic appointees, staff, student employees, students, coaches, residents, interns, and non-student or non-employee participants in University programs (e.g., vendors, contractors, visitors, and patients) in hierarchical relationships and between peers. The University shall not discriminate against any employee by reason of the following status: age, sex (except where age or sex is a bona fide occupational qualification), race or ethnic origin, color, creed, national origin, religion, disability, disabled or Vietnam era veteran status, political affiliation, marital status, sexual orientation, gender expression or identity, pregnancy status, HIV status, or membership or non-membership in a union. The University prohibits retaliation against any ASE who reports concerns regarding discrimination or harassment, seeks resources, makes a referral, cooperates with or participates in any investigation of allegations of discrimination, harassment, or retaliation, or any individual who is perceived to have engaged in any of these actions.

Section 2.

Sexual Harassment. No employee shall be subjected to discrimination in the form of sexual harassment, currently defined in the University of Washington Handbook (Volume 4, Part 1, Chapter 2) as (1) unwelcome sexual advances or requests for sexual favors 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 (2) unwelcome and unsolicited language or conduct by a member of the University community that is of a sexual nature or is based on the recipient's sex and that is sufficiently offensive or pervasive that it could reasonably be expected to create an intimidating, hostile, or offensive University environment.

Section 3.

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.

The Union and University shall meet, as requested, up to three (3) times per calendar years 2018, 2019 and 2020 to evaluate progress on the joint goal of eliminating micro-aggressions against ASEs and discuss plans to advance that goal.

~~Section 34.~~

This is our most recent proposal on Article 19. Below we've highlighted/commented on sections of the proposal still in dispute to give you a sense of nature and scope of the dispute. Proposals to add new language are in underline. Proposals to remove language are in strikethrough.

This section details our proposals for a new sexual harassment & discrimination training program tailored specifically for ASEs. Members of the bargaining committee attended every anti-discrimination training the University offers and found them to be inadequate to address the specific power dynamics at play in members' experiences with harassment and discrimination.

Our proposals are based on what members have communicated they believe would be useful and effective for preventing and responding to sexual harassment & discrimination. Such proposals are especially important in this context because research shows some of the only demonstrated predictors of training effectiveness are that participants believe the institution actually can address harassment and that it is sincerely committed to doing so (e.g., [Cheung, Goldberg, King, & Magley 2017](#)).

The University shall provide ASEs with information about its non-discrimination and harassment policies. The University and Union shall jointly conduct in-person sexual harassment training for all new ASEs. The University and Union shall meet quarterly to negotiate and/or update and improve the content, form, and scheduling of sexual harassment training.

A key component of our proposals in this section is that the trainings are developed and implemented with the integral involvement and agreement of ASEs. Very few (if any) existing training models take this peer-to-peer approach. Further, virtually all current training models are HR- or supervisor-led with a focus on legal compliance rather than preventing and solving problems.

Content of trainings:

- Sexual harassment training shall focus on preventing sexual harassment and discrimination and responding appropriately when it does occur. The University and Union shall jointly offer and make available in-person sexual harassment training for incoming ASEs that includes skill building, shifting behaviors, and bystander intervention strategies.
- The trainings should include identification and discussion of intersectional power dynamics in ASE work situations and problematic behavior patterns.
- The full content of the trainings will be developed jointly between the University and the Union.

The specific position of ASEs in the academic hierarchy is missing from all existing trainings at UW (and elsewhere).

Timeline:

- Within two months of ratification of the agreement:
 - The parties will agree upon the ASEs to be appointed for the 2018-19 academic year;
 - A joint UW-UAW committee will meet to negotiate research needs, content, format, and implementation of the trainings.
- Between July-August 2018, trial trainings will be held for UAW elected leaders and others as needed. Based on feedback from these trial trainings, a joint UW-UAW committee will meet to negotiate adaptations to and refinements of the training model.
- The parties agree that every effort will be made to ensure all new ASEs receive in-person sexual harassment training during the academic year of their initial hire date.
 - In Fall 2018, at least thirteen (13) trainings will be conducted for new ASEs. An additional two (2) will be conducted for ASE department leaders appointed by the Union.
 - In Winter 2019, at least thirty-two (32) trainings will be conducted for for new ASEs.
 - In Spring 2019, at least sixty-five (65) trainings will be conducted for new ASEs, or enough to reach all remaining new ASEs.
 - Every academic year thereafter, at least thirty-six (36) trainings will be held each quarter, or enough to reach all new ASEs. At least two (2) trainings will be conducted each Fall for ASE department leaders appointed by the Union.

The numbers in this section represent a breakdown of what it would take to reach the typical number of new ASEs each year in trainings that are between 6 and 40 participants large. The number of trainings increases each quarter of the first year as the program develops.

- For every year thereafter, the parties will agree upon the ASEs to be appointed by June 1 of that year.

This is intended to be big enough to encourage discussion and small enough that everyone can have their questions answered.

Training Size and Duration:

- Trainings shall be conducted for groups of between six (6) to forty (40) ASEs at a time. Trainings shall be held at the Department or Hiring Unit level for Departments or Hiring Units with six (6) or more new ASEs. Trainings for Departments or Hiring Units with fewer than six (6) new ASEs shall be combined with other similar Departments or Hiring Units if it is not practicable for the Departments or Hiring Units to hold their own trainings. Departments or Hiring Units with more than forty (40) new ASEs shall hold multiple trainings.
- Trainings shall be developed to last four (4) hours, not including preparation or debrief time conducted by ADTs.
- Each training shall include time for participants to complete training evaluations. Following each training, ASE Anti-Discrimination Trainers (ADTs) will analyze participant evaluations and jointly with the University will hold ongoing conversations about how to best adapt and improve the training program.

Held within departments because this is the context in which discrimination and harassment most frequently occur, and where support networks between ASEs tend to exist organically

Research has shown that trainings less than four hours long decline in effectiveness (e.g., [Kalinowski et al 2013, 1092](#)).

This is the office the University has proposed centralizing the program within

UW Admin: At this point "the University does not have the money"

ASE Hiring:

- Safe Campus will be responsible for negotiating program development with the union and supervising the ADTs.
- The University and the Union shall jointly agree upon the ASEs to be appointed as ADTs.
- The University shall provide paid release time for two (2) 50% FTE ASEs each quarter to jointly administer the mandatory sexual harassment training with the University. Such ASEs shall be compensated so that they incur no loss nor achieve any gain over their current or most recent ASE appointment or the highest rate of appointment in an ASE position in the ASE's career on the campus, whichever is highest. In cases where an ASE would normally advance based on campus procedures, the higher rate would be paid.

For context, the University's FY 2018 operating budget is over \$7.2 billion. We estimate that this would cost about \$46,000 a year for each position. This proposed funding is intended to reflect that the work involved in developing something that will actually be effective will demand meaningful resources, as well as to insist that ASEs not be expected to do massive amounts of unpaid labor. Obviously the UW has the money to fund this project; the issue is that their current prioritization of how to spend their money does not include proposals such as this.

This is meant to minimize disincentives to doing this work rather than one's typical appointment.

Section 45.

Complaints. A discrimination complaint may be filed with the University Complaint Investigation and Resolution Office (UCIRO) and/or as a grievance in accordance with Article 8 of this Agreement. Employees may also file discrimination complaints with appropriate federal or state agencies. The parties agree to encourage the filing of discrimination complaints through the University Complaint Investigation and Resolution Office UCIRO as well as through Article 8 of this Agreement. UCIRO and the Union shall notify ASEs

UW: "We have no interest in anything in this section"

alleging discrimination of their rights under University policy and this Agreement and provide contact information for UCIRO and the Union.

This is in recognition of the barriers many ASEs face in reporting issues of harassment, and is the same deadline for filing a report that UCIRO uses.

Initial Timeline. Grievances alleging a violation of this Article must be filed within 365 calendar days from the occurrence of the events giving rise to the grievance.

UW Admin: "You can't have every little thing in the contract"

Interim Measures. Within three (3) work days of filing a grievance or complaint, the University shall determine whether a prima facie case has been made. When the University determines that a prima facie case of discrimination has been established, the University shall implement interim measures. Such measures shall ensure the ASE can continue learning and working in an environment free from discrimination. Interim measures include, but are not limited to: removal of the person or people responsible for the alleged discrimination from campus pending the outcome of the investigation; change of the grievant/complainant and/or respondent to a different work station, schedule, location, unit, department, or position for which they are qualified provided that, in the case of the grievant/complainant, the change is voluntary and equitable; change of the grievant/complainant and/or respondent to a different academic committee, course(s), etc. for which they are qualified provided that, in the case of the grievant/complainant, the change is voluntary and equitable; training and education of the respondent; and no contact orders.

Interim measures are meant to ensure that ASEs are able to continue their work free from harassment and with as few disruptions as possible. According to a [2011 poll](#), 40% of people who experienced workplace harassment didn't report it because they "were either concerned about the consequences of making a report, or didn't think it would do any good" ().

Almost identical language already exists in the UAW 5810 (Postdocs in the UC system) contract and has been working very well.

Investigation. Within sixty (60) days of filing a grievance and/or complaint, the University shall conclude an investigation into the issues alleged and make a report of its findings. The University shall provide a copy of the report to the grievant and Union.

This is included to ensure investigations will be resolved in a timely manner so affected ASEs aren't burdened and distracted by an ongoing investigation with no foreseeable conclusion. It is also the same amount of time UCIRO gives itself to complete investigations.

Remedies. The University shall implement appropriate remedies if a complaint and/or grievance is sustained, or as an alternative measure. Such remedies/measures shall ensure the ASE can continue learning and working in an environment free from discrimination. Remedies/measures available to ASEs include, but are not limited to: make whole remedies; discipline or dismissal of the person or people responsible for the alleged discrimination; change of the grievant/complainant and/or respondent to a different work station, schedule, location, unit, department, or position for which they are qualified provided that, in the case of the grievant/complainant, the change is voluntary and equitable; change of the grievant/complainant and/or respondent to a different academic committee, course(s), etc. for which they are qualified provided that, in the case of the grievant/complainant, the change is voluntary and equitable; training and education of the respondent; and no contact orders.

Like interim measures, these remedies are intended to be appropriate to the given situation and ensure the ASE is able to continue their work free from discrimination and with as little disruption as possible.

Representation. ASEs (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, complaint process, and/or supervisor discipline process.

ASEs are already entitled to union representation in cases of discipline/dismissal, but this is meant to also include additional instances where members have indicated a need for representation (e.g., UCIRO investigations, faculty discipline hearings, etc)

Section 56.

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 as defined in the University Handbook. 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 parental status).

Examples of these councils include the Title IX Steering Committee, Bias Incident Report Committee, Diversity Council, etc. This proposal is in no way intended to preclude other groups (e.g., GPSS, ASUW) from holding positions on those councils. This proposal is intended to place someone on these committees who can address the specifics of discrimination and harassment faced by ASEs.

Joint Appointments. The University and Union shall jointly appoint at least one ASE to each campus-wide Diversity or Equity Council and/or body at the beginning of each academic year to serve a one-year term.

UW Admin: Says they're still working on this, despite our initially proposing it as far back as February 15.

Departmental or Hiring Unit Equity Committees. During academic year 2018-19, the Union and the University shall create joint Equity Committees in no less than ten (10) Departments or Hiring Units. Criteria for determining such Departments or Hiring Units shall include a willingness by Department leadership and ASEs to form such a committee and/or a demonstrated need for such a committee. Every year thereafter, the Union and University shall create joint Equity Committees in no less than ten (10) additional Departments or Hiring Units.

This proposal is designed to create a climate of inclusion and equity on ASE-specific issues at the departmental level, where there is the greatest need for it. We're proposing to phase in a few departments at a time in an effort to address the most glaring needs for this and build up a pool of best practices that address ASE equity needs in a manner consistent with department-specific context.

The purpose of Departmental or Hiring Unit Equity Committees includes, but is not limited to: setting goals and making and executing a plan to achieve those goals of promoting a climate of inclusion and equity in the department or unit for ALL ASEs; preventing discrimination of ASEs; recruiting, retaining, and encouraging the career development of ASEs who belong to underrepresented groups as defined in the University Handbook; and responding to any equity and inclusion-related concerns of ASEs.

These committees differ from departmental diversity committees (where they exist) by focusing on ASE-specific issues, empowering ASE representatives to function as equals with department administrators, and providing greater accountability for the outcomes of their work.

Equity Committees shall be constituted by the Department Chair or Hiring Unit Head and one (1) designee as well as at least two (2) ASEs from the Department or Hiring Unit appointed by the Union.

Equity Committees shall meet at least once quarterly and hold at least one town hall meeting of all ASEs in the Department or Unit per year to discuss issues of equity and inclusion. Departmental and Hiring Unit committees shall make annual written reports outlining their inclusion and equity goals and assessing how well they achieved their plan to reach those goals during the year, as well as any issues of discrimination, equity, and inclusion that came up and an assessment of how the department handled them to the University wide Joint Committee described at the beginning of this section in May of each year. The Union and the University shall meet no less than once a year in June and as frequently as needed to assess the efficacy of the Equity Committees and address any issues.

Section 67.

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 ASEs, Faculty, supervisors and/or managers will not be tolerated.

Section 78.

Lactation. The University shall provide a reasonable amount of break time for an ASE 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. 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 web page 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 ASEs. The website address for the lactation stations will be included in ASE appointment letters.

Section 89.

Bathroom Equity. The University shall provide that all ASEs 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.