

Article 20 - Non-Discrimination and Harassment

Section 1. Neither the Employer nor the Union shall 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, immigration status, citizenship, or membership or non-membership in a union. The University prohibits retaliation against any ASE who reports concerns regarding discrimination or harassment, who 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. Executive Order No. 31 (EO 31) is the University's policy that applies to discrimination and harassment. The University's definitions for discrimination, harassment, and sexual harassment under EO31 can be found here: <https://www.washington.edu/admin/rules/policies/PO/EO31.html>.

Section 2. Sexual Harassment. No employee shall be subjected to discrimination in the form of sexual harassment. Sexual Harassment is a form of harassment characterized by: (1) unwelcome sexual advances, or 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 (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, or has the purpose or effect of unreasonably interfering with an individual's academic or work performance. EO 31 also includes acts of sexual violence, such as sexual assault and sexual exploitation in the definition of sexual harassment.

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, 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.

Section 4. The University shall provide ASEs with information about its non-discrimination and harassment policies.

Section 5. Complaints. A discrimination or harassment complaint may be filed with the Civil Rights Investigation Office 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 Civil Rights Investigation Office.

Timeline: A grievance alleging a violation of this article must be submitted within 180 days of an alleged occurrence.

Interim Measures: When a grievance or complaint is filed, the University will implement interim measures as appropriate. Such measures shall be designed to allow the ASE to learn and work in an environment free from discrimination.

Remedies: The University shall implement appropriate remedies if a complaint and/or grievance is sustained. Such remedies/measures shall be designed to allow the ASE to continue learning and working in an environment free from discrimination.

Representation: ASEs shall have the right to be represented by an advocate of their choice, including a Union representative, in the grievance or arbitration process.

Civil Rights Investigation Office shall include a statement in the initial e-mail they send out to all complainants that says "Union members may have rights under their respective Collective Bargaining Agreements. For more information you may contact your union or Labor Relations at laborrel@uw.edu or <https://hr.uw.edu/labor/unions>."

Section 6. Equity Survey. 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. minorities, women) as well as individuals with disabilities, and veterans, and as defined by the University's Affirmative Action Plan: <http://ap.washington.edu/eoaa/affirmative-action-plan-and-resources/>. 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).

Starting in Academic Year 2018-2019 and every year thereafter, the Union and the University shall jointly administer an equity survey for all ASEs focused on ASE-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 Fall Quarter of each year the survey shall be distributed through a low-cost platform (Catalyst Google, Survey Monkey, etc.) to all ASEs. The survey is subject to the University's Policy on the Appropriate Collection and Use of Demographic Data for Job Applicants and University Personnel. 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 Spring quarter of that 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.

Section 7. 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 8. Lactation. University policy is to provide employees with reasonable accommodation necessitated by pregnancy or pregnancy-related health conditions, including the need to express breast milk (see APS 46.7 Reasonable Accommodation of Pregnant Employees). 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 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). 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 9. 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 which will be updated annually.