

ARTICLE __
NON-DISCRIMINATION

Section 1. Neither the University nor the Union shall discriminate against a GW because of membership or non-membership in any labor union or on the basis of their race, sex, age, color, national origin, religion, genetic identity, disability, gender identity or expression, marital or parental status, sexual orientation, transgender status, veteran status, union membership or activity or any other legally protected status. ~~of race, color, ethnicity, religion, caste or perceived caste, indigenous status, age, sex (including gender, pregnancy, childbirth, medical conditions related to pregnancy and childbirth, breastfeeding, and medical conditions related to breastfeeding), reproductive health decision making, workplace hazards to reproductive systems, marital or parental status, sexual orientation, gender identity or expression, national origin, citizenship, immigration or visa status, ancestry, socioeconomic status and/or background, first generation student status, genetic information, physical or mental disabilities (including learning disabilities, intellectual disabilities, past/present history of a mental disorder), veteran status, prior conviction of a crime, political activity and/or union activity, or membership in other protected classes set forth in state or federal law. Discrimination is any distinction, preference, or detriment to a GW that:-~~

- ~~(1) excludes the GW from participation in;~~
- ~~(2) denies the GW the benefits of;~~
- ~~(3) treats the GW differently in the context of; or~~
- ~~(4) otherwise adversely affects a GW's employment.~~

Discrimination includes failing to provide reasonable accommodation, consistent with state and federal law, to persons with disabilities.

~~**Section 2.** In the event an accommodation proposed to comply with state or federal law conflicts with a provision of this Agreement, the parties, at either party's request, shall meet to discuss the proposed accommodation; however, accommodations at the behest of a medical professional shall not be unreasonably denied.~~

Section 23. WPI prohibits and will not tolerate unlawful discrimination or harassment. Unlawful discrimination or harassment consists of treating a person differently in any WPI program or activity based on their race, sex, age, color, national origin, religion, genetic identity, disability, gender identity or expression, marital or parental status, sexual orientation, transgender status, veteran status, union membership or activity or any other legally protected status.

~~This includes~~ No GW shall be subjected to discrimination or discriminatory harassment as defined in the WPI Employee Benefits and Policies Manual and Title IX & Sexual Misconduct Interim Policy. This policy applies to GWs as well as the other members of the University Community. Discrimination and harassment are defined, and examples of discrimination and harassment and other prohibited conduct are set forth in Section IV of the Title IX & Sexual

Misconduct Interim Policy and in the WPI Employee Benefits and Policies Manual. ~~If there is a conflict between these policies and this Agreement, then the Agreement shall govern.~~

Section 3. Grievability

- A. Allegations that an employee has been discriminated against in the workplace by WPI because of union membership or activities may be subject of a grievance under this Agreement.
- B. Allegations that an employee has been discriminated against in the workplace by WPI for other protected areas under this Agreement are not grievable, but will be processed in accordance with WPI policies and procedures.
- C. Allegations that an employee has been harassed by WPI in the workplace as defined by WPI policy are not grievable, but will be processed in accordance with WPI policies and procedures.

~~**Section 4.** The University recognizes that sexual harassment is inimical to its core missions, including its research and education missions, and will not tolerate any form of sexual harassment, and will not tolerate harassment of GWs by faculty, administrators, supervisors, students, co-workers, vendors, University visitors or anyone else. Unwelcome actions such as the following are inappropriate and, depending on the circumstances, may in and of themselves meet the definition of sexual harassment or contribute to a hostile work environment:~~

- ~~a. Sexual favoritism~~
- ~~b. Sexual pranks, repeated sexual teasing, jokes, innuendo, or story telling in person, or via email or other electronic media;~~
- ~~c. Verbal abuse of a sexual nature;~~
- ~~d. Touching or grabbing of a sexual nature;~~
- ~~e. Repeatedly standing too close to, brushing up against, touching, or massaging a person;~~
- ~~f. Repeatedly asking a person to socialize during off-duty hours when the person has said no or has indicated he or she is not interested (supervisors in particular should be careful not to pressure a GW to socialize);~~
- ~~g. Giving gifts or leaving objects that are sexually suggestive;~~
- ~~h. Repeatedly making sexually suggestive gestures;~~
- ~~i. Invasive questions or comments of a sexual nature;~~
- ~~j. Making or posting sexually demeaning or offensive pictures, cartoons, or other materials in the workplace;~~
- ~~k. Off duty, unwelcome conduct of a sexual nature that affects the work environment;~~
- ~~l. Other actions described by existing University policies.~~

~~**Section 5.** Neither the University nor the Union shall tolerate bullying behavior against a GW in the course of their employment, including bullying that is the result of power based harassment. Bullying is repeated, health harming mistreatment of one or more people, and it is contrary to the values of the University as expressed in the WPI Employee Benefits and Policies Manual, which clearly states that all employees are expected to behave with honesty, integrity, respect, and professionalism. Unwelcome actions (physical, verbal, non-verbal, electronic, and/or written) such as the following are inappropriate and, depending on the circumstances, may in and of themselves constitute bullying of a GW or contribute to a hostile work environment:~~

- ~~a. slandering, ridiculing or maligning a person or their family;~~
- ~~b. persistent name calling or dead naming that is hurtful, insulting or humiliating;~~
- ~~c. using a person as the butt of jokes or pranks;~~
- ~~d. making abusive and offensive remarks;~~
- ~~e. spreading false information or malicious rumors;~~
- ~~f. nonverbal gestures that convey threatening messages;~~
- ~~g. using obscene gestures;~~
- ~~h. public humiliation or public reprimands;~~
- ~~i. making repeated or egregious comments about a person's appearance, lifestyle, family, culture, country of origin, visa status, religious/spiritual/philosophical beliefs, or political views in a manner not covered by the University's policies or this Agreement prohibiting discrimination;~~
- ~~j. deliberately excluding an individual or isolating them from work related activities, such as meetings;~~
- ~~k. encouraging others to act, singly or in a group, to intimidate or harass other individuals;~~
- ~~l. repeatedly demanding of an individual that the individual do tasks or take actions that are inconsistent with that individual's job, are not that individual's responsibility, for which the employee does not have authority, or repeatedly refusing to take "no" for an answer when the individual is within the individual's right to decline a demand; pressuring an individual to provide information that the individual is not authorized to release (or may not even possess);~~
- ~~m. making threats to block a person's academic or other advancement, opportunities, or continued employment at the University without a legitimate business or educational purpose;~~
- ~~n. unwanted physical contact, physical abuse or threats of abuse to an individual, their work area or their property;~~
- ~~o. interfering with a person's personal property or work equipment without a legitimate business or educational purpose;~~
- ~~p. circulating photos, videos, or information via e-mail, text messages, social media, or other means without a legitimate business or educational purpose;~~
- ~~q. constant criticism on matters unrelated or minimally related to the person's job performance or description;~~
- ~~r. sabotaging or undermining a person's work performance;~~
- ~~s. pressure to overperform and/or falsify data;~~

~~t.—persistently not allowing the person to speak or express themselves (i.e., ignoring or interrupting)~~

~~**Section 6.** Retaliation against any GW who, in good faith, reports or who participates in the investigation of violations of the Title IX & Sexual Misconduct Interim Policy, WPI Employees Benefits and Policies Manual and/or this Agreement is strictly forbidden. Retaliation means any adverse action taken against a person for making a good faith report of prohibited conduct or participating in any proceeding under University Policies or this Agreement. Retaliation includes, but is not limited to any threatening, intimidating, harassing, coercing or any other conduct that would discourage a reasonable person from engaging in activity protected under the University Policies or this Agreement. Claims of retaliation based on filing a discrimination or harassment complaint or on participating in an investigation of a discrimination or harassment complaint should be reported by the GW or by the Union on the GW's behalf to the Office of Talent & Inclusion. The University shall investigate all claims of retaliation promptly.~~

~~**Section 47.** The University Policies and this Agreement shall be made available to GWs through posting on a University website. GWs who file a complaint alleging a violation to the Office of Talent & Inclusion shall be notified in writing that Talent & Inclusion's role is investigatory, that the Talent & Inclusion investigator does not represent the Complainant or the Respondent, and that the GW may be a member of the bargaining unit and may elect to have a union representative act as a support person during the investigation. To that end, the Talent & inclusion shall provide to the GW the letter from the Union incorporated herein as Appendix _____. The University shall notify the Union within one (1) day if a GW is a complainant or respondent in any complaint.~~

~~**Section 8.** In instances where a grievance is filed, or during an investigation conducted by Talent & Inclusion in accordance with Article ___, Grievance & Arbitration, where interim remedial or supportive measures are taken, the University shall have the following remedies or interim/supportive measures available, including but not limited to: change to a different workstation, schedule, work location, supervisor, unit, department, or position appropriate for the GW, provided that, in the case of a Complainant/Grievant, the change is equitable; training and education of a Respondent; no contact remedies.~~

~~**Section 9.** Within six (6) months of ratification, the University shall create a set of Gender Transition Guidelines to assist transgender and gender non-conforming members of the campus community with navigating the policies and practices of the University during a gender transition, as well as to assist University community members in their efforts to support transgender community members. The Union shall have at least one (1) representative on the team/committee creating the Guidelines. The Union-Management Committee shall have the opportunity to review and provide recommendations prior to implementation and the University shall consider the recommendations in good faith. The University shall comply with law including any applicable building code with respect to the provision of all gender restrooms. The University shall make every reasonable effort to install accessible, all-gender restrooms in each University building.~~

Section 510. The University shall comply with the ~~provisions of law including any applicable building code with respect to the provision of lactation stations, including~~ The Pregnant Workers Fairness Act. The University shall provide reasonable accommodations for pregnancy or pregnancy-related conditions (examples include but are not limited to, morning sickness and lactation) ~~unless to do so would impose an undue hardship on the University.~~ Examples of such accommodations include, but are not limited to, a modified work schedule; more frequent restroom, food, or water breaks; providing equipment for seating; limits on lifting; more frequent or longer paid or unpaid breaks; time off, with or without pay, to attend to a pregnancy-related complication; private non-bathroom space for expressing breast milk; and assistance with manual labor. ~~No such accommodations can result in decreased pay or benefits for the GW.~~

Section 611. The University shall label existing all-gender bathrooms in office, classroom and lab buildings. All-gender bathrooms shall be posted on a central website. The University will not prevent GWs from using a workplace bathroom appropriate to the GW's gender identity. ~~Free, complimentary menstrual hygiene products will be provided and regularly stocked, and will be available in all University bathrooms.~~

Section 712. The University shall respect the GW's decision to choose to discuss their own sexual orientation, gender identity, or gender expression openly, or to keep that information private. Upon request from the GW, the University shall update aspects of a GW's employment and student record to reflect a change in name or gender, including pronouns/name(s). University and department-level records should accurately reflect GW pronouns and honorifics. If an error is found in this regard, it will be promptly corrected when brought to the attention of the department or program.

Section 813. The University shall maintain a central website with the location and hours of all known prayer spaces on campus.