

ARTICLE __
NON-DISCRIMINATION

Section 1. Neither the University nor the Union shall discriminate against a GW because of race, sex, age, color, national origin, religion, genetic identity or expression, physical or mental disability (including learning disabilities, intellectual disabilities, past/present history of mental disorder), gender identity or expression, marital or parental status, sexual orientation, transgender status, veteran status, socioeconomic status and/or background, first-generation student status, ethnicity, caste, indigenous status, citizenship, immigration or visa status, ancestry, or any other legally protected status and membership or non-membership in any labor union.

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 3. WPI prohibits and will not tolerate discrimination or harassment. Discrimination is any distinction, preference, or detriment to a GW that:

- 1) Unreasonably 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.

No GW shall be subjected to discrimination or discriminatory harassment as defined in the WPI Employee Benefits and Policies Manual and Interim Title IX & Sexual Misconduct 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 the Interim Title IX & Sexual Misconduct 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 4. In cases of harassment or discrimination, a GW shall have one hundred eighty (180) days to file a grievance.

Section 5. The University recognizes that sexual misconduct is inimical to its core missions, including its research and education missions, and will not tolerate any form of sexual misconduct, and will not tolerate harassment of GWs by faculty, administrators, supervisors, students, co-workers, vendors, University visitors or anyone else. This type of prohibited conduct is set forth in WPI's Interim Title IX & Sexual Misconduct Policy.

Section 6. 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) ~~including but not limited to 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. jokes or pranks that explicitly focus on an individual person with the intent to harm;
- d. making abusive and offensive remarks;
- e. public humiliation or public reprimands;
- f. unreasonably and deliberately excluding an individual or isolating them from work-related activities, such as meetings;
- g. constant criticism on matters unrelated or minimally related to the person's job performance or description;
- h. persistently not allowing the person to speak or express themselves (i.e., ignoring or interrupting)

Section 7. Retaliation against any GW who, in good faith, reports or who participates in the investigation of violations of WPI's Notice of Non-Discrimination, the Interim Title IX & Sexual Misconduct 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 promptly investigate all claims of retaliation.

Section 8. Complaints by GWs regarding discrimination or harassment in employment shall be processed in accordance with the applicable University policy or process, including WPI's Interim Title IX & Sexual Misconduct Policy, the Procedure for Investigating Claims of Discrimination in Employment, or the Policy on Faculty Conduct, all of which may be amended from time to time by the University. While the University conducts the applicable process for investigating and resolving the claim(s) of discrimination or harassment, the GW may also file a grievance per Article __. Upon mutual agreement, wWhile the investigation is proceeding, the grievance shall be held in abeyance until the University has completed the applicable process (including the investigation and exhaustion of all appeals). Following the completion of the

applicable internal process, then per Article ____, the GW may grieve the University's finding only if the reporting GW is dissatisfied with any resultant remedies (i.e., corrective and/or interim/supportive measures for the GW).

The GW shall not be able to grieve a finding, if any, related to disciplinary actions towards the subject individual of the grievance.

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 promptly notify the Union in not later than three (3) days if a GW is a complainant or respondent in any complaint. Failure to notify the Union in this regard shall not be grounds for grievance.

Section 9. 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, including mutual no contact orders.

Section 10. The University and the Union share a commitment to support 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.

Section 110. The University shall comply with the 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). 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 11. 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.

Section 12. 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 13. The University shall maintain a central website with the location and hours of all known prayer spaces on campus.