

## **NON-DISCRIMINATION, ANTI-HARASSMENT, AND ANTI-BULLYING**

**Section 1.** The University affirms its dedication to the principles of equal opportunity and freedom from discrimination; the University will not discriminate nor tolerate discrimination or harassment as defined by University policy, federal and state laws. As such, the University will not discriminate nor tolerate discrimination against any person because of their real or perceived "protected characteristic" on the basis of race, color, creed, ethnicity, ancestry, religion, caste, gender, gender identity, gender expression, sex, age, national origin, citizenship, marital status, sexual orientation, physical or mental disability (including HIV antibody status), domestic partnership status, familial status (including parental status), pregnancy (including pregnancy-related conditions), veteran status, services in the uniformed services, expunged juvenile record, membership or non-membership in, or activity on behalf of or in opposition to, the Union, or any other extraneous considerations, not directly and substantially related to effective performance and/or the use of leave protected by state or federal law. Unlawful discrimination includes sexual harassment.

**Section 2.** Within ten (10) business days of notice of discrimination, discriminatory harassment, or bullying the University shall take appropriate steps in response to any of the forms of discrimination described in this Article in accordance with federal and state law, University policy, and other provisions of this Collective Bargaining Agreement.

**Section 3.** The University shall respect a student'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 student, the University will work to update aspects of a student's current employment and student documentation to reflect a change in name or gender in university information systems (university email, Canvas, DuckWeb,) and any name tags that are required. The University will maintain a website with a description of the administrative processes and options for name changes. No student worker will be required to wear a name tag that has their last name on it.

**Section 4.** Direct supervisors of student workers shall make reasonable efforts to respect student worker-reported information related to name change, gender identity, pronouns, and honorifics. Persistent, ongoing refusal or failure by supervising university employees to respect a student worker's reported gendered language is prohibited under Section 1 of this article.

**Section 5.** Standard personnel documents and forms related to student workers will use gender inclusive language. This provision will not apply where mandatory State or Federal forms are not available with gender-inclusive terminology.

**Section 6.** The identity of the claimant will not be disclosed except for as required by law.

**Section 7.** When a grievance or complaint is filed, the University will implement interim measures as appropriate. Such measures shall be designed to allow the student worker to learn and work in an environment free from discrimination. The University shall implement appropriate remedies if a complaint and/or grievance is sustained. Such remedies/measures shall be

UOSW  
October 25, 2024

designed to allow the student worker to continue learning and working in an environment free from discrimination. Management will report the harassing behavior to Human Resources; failure to do so in a timely manner will result in a report of the lack of action in accordance with **Article X** (Grievance and Arbitration). If any University administrator or supervisor has a complaint against them for bullying and/or harassing behavior, they shall attend training on bullying and harassing within two (2) weeks of the complaint.

A. For purposes of this Article, harassment and bullying include psychological harassment in the form of repeated or hostile or unwanted conduct, verbal comments, actions or gestures that affect a student worker's dignity or psychological or physical integrity and that results in a harmful work environment for the student worker. For greater certainty, harassment includes such behavior in the form of such verbal comments, actions or gestures of a sexual nature.

**Section 8.** No student worker shall experience retaliation for claims or grievances under this agreement, including but not limited to being given less favorable hours or terms and conditions of work.

**Section 9.** The University shall have a plan in place for all student workers who work with customers if the customer engages in acts of harassment or bullying behavior. This plan must include the ability of the student worker to avoid the customer, refuse service, or leave the area. The plan shall also include the ability of the student worker to get immediate support from a supervisor to help with such a customer.

**Section 10.** The University and the Union shall jointly offer and make available peer-led, interactive, in-person sexual harassment and discrimination prevention and response training for incoming student workers beginning September, 2026. Attendance will be considered time worked for all student workers.

A. The training curriculum will be aimed at preventing sexual harassment and discrimination and responding appropriately to it when it does occur. The training shall include skill building, shifting behaviors, and bystander intervention strategies.

B. The content of the training will be developed and modified over time jointly between the University and the Union and based in part on the advice and feedback provided by the University community. Within six (6) months of ratification a joint union management committee will meet to draft an outline of the training. The program will be finalized by the start of summer term 2026.

C. The training for student workers will be facilitated by student workers whenever possible. Work done as a peer facilitator will be paid. The University and the Union shall jointly agree upon the student workers to be appointed as peer facilitators. Hiring and training of peer facilitators shall be discussed at the joint management meetings.