

Article XX

Prohibition Against Discrimination and Harassment

Section 1. Non-discrimination Clause. The University shall provide equal opportunity in employment and shall not discriminate with respect to appointment, reappointment, or terms of Appointment of graduate student employees, or other matters covered by this agreement.

- a. This protection extends to the categories of:
 - i. Race;
 - ii. Color;
 - iii. Religion or religious creed;
 - iv. Genetic information;
 - v. Sex;
 - vi. Gender, identity, or expression;
 - vii. Sexual orientation;
 - viii. Native language or dialect;
 - ix. Age;
 - x. National or ethnic origin;
 - xi. Ancestry;
 - xii. Citizenship;
 - xiii. Veteran or military status;
 - xiv. Disability;
 - xv. Medical conditions (including those related to pregnancy status, childbirth, and breastfeeding);
 - xvi. Familial status;
 - xvii. Arrest record;
 - xviii. Caste;
 - xix. Political affiliation (including membership in any social or political organization) or belief;
 - xx. Union affiliation and/or activities.
- b. For purposes of this Article, the term “caste” is defined as a system of rigid social stratification characterized by hereditary status, endogamy, and social barriers sanctioned by custom, law, or religion, that originated in South Asia.
- c. Discrimination includes failing to provide reasonable accommodation, consistent with state and federal law, to persons with disabilities.
- d. Additional characteristics protected under state or other applicable law may be treated as protected under this article for conduct occurring in that jurisdiction.

Section 2. Sexual Harassment Protections. The University is committed to maintaining a safe and healthy educational and work environment in which no member of the University

community is, on the basis of sex, sexual orientation, or gender identity or expression, excluded from participation in, denied the benefits of, or subjected to discrimination or harassment in any University program or activity.

- a. Sexual harassment as misconduct is unwelcome behavior of a sexual nature. Sexual harassment includes unwelcome sexual advances; requests for sexual favors; and other verbal, nonverbal, graphic, or physical conduct of a sexual nature or based on sexual orientation or gender identity or expression, ~~that satisfies one or more of the following: (1) an employee of the University either explicitly or implicitly conditioning the provision of an aid, benefit, or services of the University, such as an individual's employment or academic standing (for example, academic evaluation, grades, or advancement) on an individual's participation in unwelcome sexual conduct (quid pro quo); in such situations, quid pro quo sexual harassment is considered to have occurred once the quid pro quo is offered regardless of acceptance of such offer, rejection of such offer, fulfillment of such offer, incurred damage resulting from such offer, and intent of offerer; or (2) unwelcome conduct determined by a reasonable person to effectively deny a person equal access to the University's education or work programs or activities; or (3) sexual assault, dating violence, domestic violence, and stalking.~~

Section 3. Abusive Behavior Bullying Protections. Neither the University nor the Union shall tolerate abusive ~~bullying~~ behavior against a GSW in the course of their employment, including abusive behavior ~~bullying~~ that is the result of power-based harassment. Abusive behavior ~~Bullying~~ is repeated, health-harming mistreatment of one or more people, including but not limited to the following; and it is contrary to the values of the University that all employees are expected to behave with honesty, integrity, respect, and professionalism.

- a. Unwelcome actions (physical, verbal, non-verbal, electronic, and/or written) that ~~including but not limited to the following~~ are inappropriate and, ~~depending on the circumstances, may in and of themselves constitute bullying of a GSW or contribute to a hostile work environment.~~
- b. Slandering, ridiculing, or maligning a person or their family;
 - a. Persistent name-calling that is hurtful, insulting or humiliating, or intentionally or persistently referring to a person by a name that they no longer use;
 - b. Jokes or pranks that explicitly focus on an individual person with or without the intent to harm;
 - c. Making abusive and offensive remarks;
 - d. Public humiliation or public reprimands;
 - e. Unreasonably and deliberately excluding an individual or isolating them from work-related activities, such as meetings;
 - f. Constant criticism on matters unrelated or minimally related to the person's job performance or description;

- g. Persistently not allowing the person to speak or express themselves (i.e., ignoring or interrupting).

Section 4. Transgender GSW Protections. The University and the Union share a commitment to support transgender, nonbinary, 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, nonbinary, and gender non-conforming community members. These commitments include but are not limited to:

- a. Upon request from a GSW, the University shall update aspects of a GSW's employment and student record to reflect a change in name or gender, including pronouns/name(s) and persistent identifiers such as email addresses and computer system usernames.
- b. The University shall not require legal documentation to be supplied to implement the requested changes, except where required by law, and such legal documentation does not override the GSWs request for a change in name or gender.
- c. University and department-level records should accurately reflect GSW 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. To ensure this, the University shall designate a point of contact to process updates upon request to a GSW's name, identifiers, pronouns, and honorifics.
- d. The University shall respect the GSW's decision to discuss their own sexual orientation, gender identity, or gender expression openly, or to keep that information private.

Section 5. Health and Disability Status Protections. All GSWs, and especially disabled or immunocompromised GSWs or GSWs with chronic health conditions, have the right to a workplace free from harassment and discrimination. Intentional or negligent behavior to harm GSW health or access constitutes harassment and discrimination including but not limited to:

- (1) Acting intentionally or with gross negligence to cause illness or injury to a GSW,
- (2) Intentionally or persistently disregarding a GSW's accessibility or health needs,
- (3) Removing or attempting to remove or tamper with a GSW's protective equipment or accessibility accommodations, or
- (4) Disparaging or mocking a GSW about perceived health or disability status, protections, or accommodations.

~~**Section 6. Immigration Status Protections.** The University is fully committed to provide a safe and welcoming environment for all members of the bargaining unit, regardless of immigration status. The University will notify the union if the University learns of an immigration investigation regarding a bargaining unit employee. The University shall not infringe the privacy~~

~~rights of employees, without their express consent, in connection with any immigration investigation or proceeding.~~

~~Section 7. Academic School of Thought Protections.~~ ~~No GSW shall be denied appointment based on academic school of thought.~~

~~Section 8. Supervisor Misconduct Protections.~~ ~~Discrimination, sexual harassment or misconduct, abusive or intimidating behavior, and power-based harassment by individuals who hold supervisory authority over GSWs, when such conduct interferes with or limits a person's ability to participate in, or benefit from their employment at the University is prohibited.~~

Section 9. Retaliation. Retaliation against any GSW who, in good faith, reports or who participates in the investigation of violations of this article, the Policy on Sexual and Gender-Based Harassment and Title IX, and/or this Agreement is strictly forbidden.

- a. 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.

Section 10. Intermediary Solutions. In instances where a grievance is filed, or during an investigation conducted by Office for University Equity and Compliance (OUEC), 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, building, supervisor, unit, department, or position appropriate for the GSW, 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. The GSW must receive a decision within two (2) business days. If a request has been approved and cannot be met immediately, a reasonable timeline for meeting the request shall be provided within five (5) business days. If the University cannot meet the request as originally specified, the decision must come with both an explanation for not meeting the original accommodation request and an alternative way to satisfy the relevant access needs of the GSW at no cost to the GSW.

Section 11. Grievance Timeline. In cases of potential harassment or discrimination, a GSW shall have 365 ~~no limit on the number of~~ days to file a grievance.

~~**Section 12. Updating the Code of Student Conduct.** The Northeastern University Code of Student Conduct is to be updated at the start of this agreement to include the commitments and provisions of this article sections 1 - 10 for all Northeastern undergraduate and graduate students and employees.~~