

3

4

## Non-Discrimination

5

6 Preamble. The Employer is committed to creating an equitable and inclusive campus free of all violence,  
7 harassment, and discrimination. All individuals who are participating in university programs and  
8 activities have the right to do so fully, free from sexual discrimination, misconduct, and retaliation.  
9 When the Employers learns of such misconduct, the Employer will take steps to stop, prevent  
10 recurrence, and remedy the impacts of such behavior.

11 ~~The parties agree that the right to work in an environment free of sexual harassment, bullying, and~~  
12 ~~discrimination is a fundamental right of all bargaining unit members.~~

13 The Parties recognize that protecting bargaining unit members from job-related sexual harassment,  
14 bullying and discrimination, and protecting those who have experienced such acts, is an obligation of  
15 both Parties. ~~The Parties commit to take all necessary steps to create and maintain a work environment~~  
16 ~~free of sexual harassment, bullying and discrimination.~~ The Parties agree that this will be a shared and  
17 ongoing responsibility.

18 **Section 1.** Neither the Employer, nor United Academics, will discriminate in the terms and conditions of  
19 employment on the basis of race, national origin, color, religion, sex (including pregnancy-related  
20 conditions), sexual orientation, gender identity or expression, disability, marital status, genetic  
21 information, age, familial status, veteran status, or any other basis protected by law.

22 **Section 2.** The Employer will offer all bargaining unit members training regarding unlawful  
23 discrimination. A bargaining unit member shall complete any training regarding unlawful discrimination  
24 that is required by the Employer.

25 **Section 3.** Neither the ~~Employer Administration~~, nor United Academics, shall unlawfully discriminate  
26 against, intimidate, restrain, coerce, or interfere with any bargaining unit member because of, or with  
27 respect to, their lawful union activities, including participation in a grievance, membership, or the right  
28 to refrain from such activities or membership. There will be no discrimination or harassment against any  
29 bargaining unit member in the application of the terms of this Agreement because of membership or  
30 non-membership in United Academics.

31 **Section 4.** The Employer and United Academics shall continue to abide by federal and state laws as well  
32 as all university policies regarding complaints of discrimination, harassment, and bullying.

33 ~~**Section 5.** A Labor Management Committee on Respectful Workplaces (LMCRW), consisting of~~  
34 ~~three representatives from United Academics and three representatives identified by the Office of~~  
35 ~~Institutional Diversity shall be constituted within six months of the ratification of this Agreement~~  
36 ~~and maintained throughout its term. Representatives from Associated Students of Oregon State~~  
37 ~~University, Coalition of Graduate Employees, and Service Employees International Union shall be~~  
38 ~~invited to participate. The LMCRW, with broad consultation from the Office of Faculty Affairs, United~~  
39 ~~Academics, the Office of Equal Opportunity and Access, the Office of Institutional Diversity, Ombuds~~  
40 ~~Office, faculty members with an interest in offering input, and outside experts, shall be charged with~~

1 ~~providing input with respect to university non-discrimination policies and procedures, including~~  
2 ~~developing recommendations governing:~~

- 3 ~~a. informal processes, including Restorative Justice processes and mediation services, that shall~~  
4 ~~be made available to complainants who choose to have their complaints addressed~~  
5 ~~informally through the Office of Equal Opportunity and Access;~~
- 6 ~~b. support that will be offered to those who wish to engage in an effort to explore possibilities~~  
7 ~~for remediation that go beyond punishment and focus on healing and learning from the~~  
8 ~~experiences at issue; and~~
- 9 ~~c. measures that should be made available to assist those who have undergone traumatic~~  
10 ~~experiences and require professional assistance to aid their recovery;~~

11 ~~Recommendations from the LMCRW shall be presented to the Employer and United Academics no~~  
12 ~~later than October 1, 2021. The Parties agree to negotiate over the incorporation of these~~  
13 ~~recommendations into the Agreement.~~