

1 UNITED ACADEMICS

2
3 NON-DISCRIMINATION

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5 **Preamble.** The Parties agree that the right to work in an environment free of sexual harassment,
6 bullying, and discrimination is a fundamental right of all bargaining unit members.
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8 The Parties recognize that protecting bargaining unit members from job-related sexual
9 harassment, bullying, and discrimination, and protecting those who have experienced such acts,
10 is an obligation of both Parties. The Parties commit to take all necessary steps to create and
11 maintain a work environment free of sexual harassment, bullying, and discrimination. The
12 Parties agree that this will be a shared and ongoing responsibility.
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14 **Section 1.** Neither the Employer, nor United Academics, will discriminate in the terms and
15 conditions of employment on the basis of race, national origin, color, religion, sex (including
16 pregnancy-related conditions), sexual orientation, gender identity or expression, disability,
17 marital status, genetic information, age, familial status, veteran status, or any other basis
18 protected by law.
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20 **Section 2.** The Employer will offer all bargaining unit members training regarding unlawful
21 discrimination. A bargaining unit member shall complete any training regarding unlawful
22 discrimination that is required by the Employer.
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24 **Section 3.** ~~Bargaining unit members are entitled to make his/her/their own personal decisions~~
25 ~~with respect to Union membership without intimidation or coercion.~~ Neither the Administration
26 nor United Academics shall unlawfully discriminate against, intimidate, restrain, coerce, or
27 interfere with any bargaining unit member because of, or with respect to, their lawful union
28 activities, including participation in a grievance, membership, or the right to refrain from such
29 activities or membership. There will be no discrimination or harassment against any bargaining
30 unit member in the application of the terms of this Agreement because of membership or non-
31 membership in United Academics.
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33 **Section 4.** The Employer and United Academics shall continue to abide by federal and state laws
34 as well as all university policies regarding complaints of discrimination, harassment, and
35 bullying. ~~By request of United Academics to the Assistant Provost for Academic Employee and~~
36 ~~Labor Relations, the Parties shall each designate up to three (3) members to meet with University~~
37 ~~officials from Faculty Affairs, the Office of Equal Opportunity and Access, and the Office of~~
38 ~~Institutional Diversity once per year for the purposes of providing input to the Employer with~~
39 ~~respect to the University nondiscrimination statement and procedures.~~
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41 **Section 5.** A Labor Management Committee on Respectful Workplaces (LMCRW), consisting
42 of three representatives from United Academics and three representatives identified by the Office
43 of Institutional Diversity shall be constituted within six months of the ratification of this
44 Agreement and maintained throughout its term. Representatives from Associated Students of
45 Oregon State University, Coalition of Graduate Employees, and Service Employees International
46 Union shall be invited to participate.
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1 The LMCRW, with broad consultation from the Office of Faculty Affairs, United Academics,
2 the Office of Equal Opportunity and Access, the Office of Institutional Diversity, Ombuds
3 Office, faculty members with an interest in offering input, and outside experts, shall be charged
4 with providing input with respect to university non-discrimination policies and procedures,
5 including developing recommendations governing:

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

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