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9/23/2019

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1 Oregon State University Proposal
2 September 23, 2019
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4 **Non-Discrimination**

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

11 The Parties recognize that protecting bargaining unit members from job-related sexual harassment,
12 bullying and discrimination, and protecting those who have experienced such acts, is an obligation of both
13 Parties. The Parties agree that this will be a shared and ongoing responsibility.

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

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

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

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

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Letter of Agreement – Committee on Respectful Workplace

For the term of this Agreement (dates of contract), the Parties will establish a Committee on a Respectful Workplaces, consisting of three representatives from United Academics and three representatives from the Employer. The Assistant Provost of Academic Employee and Labor Relations and United Academics President shall constitute the Committee within six months of the ratification of this Agreement.

The Committee will work in consultation with the Office of Faculty Affairs, United Academics, the Office of Equal Opportunity and Access, the Office of Institutional Diversity, the Ombuds Office, faculty members with an interest in offering input, and outside experts. ~~Representatives from Associated Students of Oregon State University, Coalition of Graduate Employees, and Service Employees International Union shall be invited to participate.~~

The Committee shall be charged with providing input and recommendations with respect to university non-discrimination policies and procedures, ~~which may include, but not limited to, developing recommendations governing:~~

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

Recommendations from the Committee shall be presented to the Employer and United Academics no later than October 1, 2021. ~~Any recommendations or guidelines proposed by the Committee will be considered by both Parties. The Parties agree to negotiate over the incorporation of recommendations or guidelines into the Agreement.~~ **The Parties agree to thereafter meet on at least one occasion to review and discuss those recommendations, with the understanding that the recommendations are advisory only.** The Committee's recommendations or guidelines will not alter, **nor be incorporated into, any of the terms of the Parties' Agreement, unless the Parties agree otherwise in a separate memorandum of understanding** in the absence of a written modification to the Agreement that is signed by authorized representatives of both parties.