

1 **ARTICLE 8. NONDISCRIMINATION & ANTI-HARASSMENT**

2 GTFF Proposed Language | ~~GTFF deletion~~ | UO Proposed Language | ~~UO deletion~~ |
3 Agreed Upon Language | Status Quo

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

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20 The University shall notify GEs within thirty (30) calendar days of any changes to state or
21 federal laws, regulations or rules regarding protections against discrimination and
22 harassment, including but not limited to Title VI, Title VII, Title IX, and the Americans with
23 Disabilities Act. The University shall consult with the Union prior to changes in University
24 policies regarding discrimination and harassment to the extent it impacts GE working conditions.

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26 **Section 2.** The University and the Union agree to abide by federal and state laws and
27 regulations for affirmative action in all terms and conditions of employment.

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29 **Section 3.** Pursuant to ARTICLE 16, Section 3, GEs may only be disciplined for just cause and
30 may not be disciplined for discriminatory reasons.

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32 **Section 4.** In response to known discrimination or discriminatory harassment, the University
33 shall take appropriate steps in response to any of the forms of discrimination described in this
34 Article in accordance with federal and state law, University policy, and other provisions of this
35 Collective Bargaining Agreement. GEs may report prohibited discrimination to the University at
36 <https://www.uoregon.edu/reportaconcern>.

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38 **Section 5.** The University shall respect the GE's decision to choose to discuss their own sexual
39 orientation, gender identity, or gender expression openly, or to keep that information private.
40 Upon request from the GE, the University will work to update aspects of a GE's current
41 employment documentation to reflect a change in name or gender in university information
42 systems (e.g., university email, Canvas, DuckWeb) and office name placards. The University
43 will maintain a website with a description of the administrative processes and options for name
44 changes.

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46 **Section 6.** Direct supervisors of graduate employees shall make reasonable efforts to respect
47 GE-reported information related to name change, gender identity, pronouns, and honorifics.
48 Persistent, ongoing refusal or failure by supervising university employees to respect a GE's
49 reported gendered language is prohibited under Section 1 of this article.

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51 **Section 7. The protected characteristics listed herein are confidential. Except as required**
52 **by law, the University and University representatives shall not provide voluntary access**
53 **to any federal and state entities to obtain or review GE records without the GE's consent.**

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55 **The University shall not disclose the protected characteristics of GEs to any federal or**
56 **state entities except as required by law, as required to defend the University or its GEs in**
57 **legal proceedings, requested by the GE, or as expressly stipulated in this Agreement.**

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59 **In the event the University receives a request to disclose information detailing a GE's**
60 **protected characteristics, and within 48 hours upon receipt of the request, the University**
61 **shall provide to the affected individual a) a written notice of the request and b) a copy of**
62 **the request. The GE may contact Employee Labor Relations with questions or concerns**
63 **regarding the above.**