

1                   **Tentative Agreement between Portland State University (PSU) and**  
2                                   **Graduate Employees Union (GEU)**  
3                                   **June 20, 2022 (Leaning TA)**

4   **Article 8 - Non-Discrimination**

5   **Section 8.1 - Non-Discrimination Based on Protected Class**

6   The University and GEU will not discriminate or retaliate against any member with respect to  
7   wages, hours, or any terms or conditions of employment, or in the application of the provisions  
8   of this Agreement by reason of race, color, ethnicity, religion, gender, gender identity, gender  
9   expression, sex, age, national origin, genetic information, marital status, sexual orientation,  
10   disability (physical or mental, including status) medical conditions including HIV antibody status,  
11   domestic partnership status, familial status including parental status, pregnancy, veteran status,  
12   or any other protected class under local, State or Federal Law or by reason of the use of  
13   workers compensation, the federal Family and Medical Leave Act or Oregon Family Leave Act.  
14   Unlawful discrimination includes unlawful sexual harassment.

15   **Section 8.2 - Mandatory Diversity, Equity and Inclusion (DEI) Employee Trainings**

16   Graduate assistants will be expected to complete all of the mandatory diversity, equity and  
17   inclusion trainings that all employees are required to complete. Time for mandatory training will  
18   be provided for during the GA's compensated work hours. Similarly, it is in the interest of the  
19   University and the GEU that supervisors of GAs are in compliance with these University-  
20   provided mandated trainings.

21   **Section 8.3 - Remedies**

22   Alleged violations of Section 1 of this Article will not be subject to the arbitration procedure  
23   identified in Article 10. The GEU may bring the matter to the Labor Management committee for  
24   discussion at their option. Employees retain rights to submit a complaint to the University Office  
25   of Global Diversity and Inclusion (OGDI), the Bureau of Labor and Industries, or the Equal  
26   Employment Opportunity Commission for consideration at any time.

27   In accordance with University Policies, a GA who is a complainant or a respondent in an OEC  
28   investigation, will be informed of the initiation of a formal OEC investigation, and may request  
29   periodic updates from the assigned investigator, and will receive written notice of the result of  
30   the investigation.

31   **Section 8.4 - No Discrimination Based on Union Activity**

32   In accordance with ORS 243.672, the University will not take any adverse employment action  
33   against any member based on their membership or non-membership in, or activity on behalf of,  
34   or in opposition to, GEU.



1 **Section 8.5 - Applicable Laws**

2 The University and GEU agree to abide by Federal and State laws, including but not limited to  
3 the federal Family and Medical Leave Act ("FMLA") or the Oregon Family Leave Act ("OFLA")  
4 and regulations for affirmative action in all terms and conditions of employment.

5 **Section 8.6 - Non-Retaliation**

6 The University and GEU will not retaliate for the reason that the employee has in good faith  
7 reported information that the employee believes is evidence of a violation of a State or Federal  
8 law, rule or regulation, provision of this Agreement, or University policy.

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<b><u>For the University</u></b>	<b><u>For the Association</u></b>
<p data-bbox="228 806 506 856"> <small>Shelly Chabon (Sep 5, 2022 14:51 PDT)</small></p> <hr data-bbox="228 856 792 861"/> <p data-bbox="228 873 792 903">Shelly Chabon, Vice Provost for Academic Personnel</p> <p data-bbox="293 961 721 970">_____</p> <p data-bbox="483 993 532 1016">Date</p>	<p data-bbox="862 793 1149 856"> <small>Cassandra Croft (Sep 5, 2022 12:05 PDT)</small></p> <hr data-bbox="862 856 1425 861"/> <p data-bbox="862 873 1425 903">Cassandra Croft, Vice President Collective Bargaining</p> <p data-bbox="927 961 1354 970">_____</p> <p data-bbox="1117 993 1166 1016">Date</p>

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# Article 8 - Non-Discrimination TA signature ready 6.20.22

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