

Master Agreement 2015-2017

ARTICLE 2

Equal Opportunity and Non-Discrimination

Section A. Employer Responsibility. The Employer accepts its responsibility to insure equal opportunity in all aspects of employment for all qualified persons regardless of race, creed, religion, color, national origin, age, disability, reliance on public assistance, sex, marital status, sexual orientation/affectional preference, or any other class or group distinction, as set forth by state or federal anti-discrimination laws, or in Board policy.

Section B. IFO Responsibility. The IFO accepts its responsibility as exclusive bargaining representative, and agrees to represent all faculty members in the bargaining unit without discrimination as to race, creed, religion, color, national origin, age, disability, reliance on public assistance, sex, marital status, sexual orientation/affectional preference, or any other class or group distinction, as set forth by state or federal anti-discrimination laws, or in Board policy.

Section C. Affirmative Action Plan.

Subd. 1. The Employer shall have an Affirmative Action Plan that is **uniform in application** throughout the Minnesota state universities. The IFO shall have the right to meet and confer on the provisions and procedures of the Plan. The Employer and the IFO are both firmly committed to affirmative action.

Subd. 2. Americans With Disabilities Act. Whenever the Employer or President/designee determines to take actions within the faculty bargaining unit which are necessary for the reasonable accommodation of any qualified disabled individual to effectuate compliance with the Americans with Disabilities Act, or other applicable law prohibiting discrimination on the basis of disability, he/she shall first discuss the action with the affected department/unit. In these decisions, all participants shall adhere to the rules pertaining to confidentiality.

Subd. 3. Processing Allegations of Discrimination and Final Jurisdiction. The IFO recognizes the Employer's obligation to take timely and appropriate action with regard to allegations and findings of discrimination. This includes the Employer's obligation to establish procedures for investigation of discrimination complaints. The IFO shall have the right to meet and confer on the procedures established by the Employer. The Employer recognizes the IFO's obligation to fully represent bargaining unit employees when asked by employees to do so. The parties recognize that final jurisdiction for resolving claims of discrimination is vested in various state and federal agencies and the courts.

Subd. 4. Voluntary Mediation of Disputes. The IFO and the Employer agree to offer a voluntary mediation option for resolution of allegations of discrimination.

Section D. Association Membership. There shall be no discrimination by the Employer or the Administration because of membership or non-membership in the IFO, or because of activities on

behalf of the IFO, nor shall any attempts be made to discourage or encourage membership in the IFO.