

ARTICLE 5

NON-DISCRIMINATION

Section 1. Equal Applications. The provisions of this Contract shall be applied equally to all faculty members in the bargaining unit without discrimination as to race, creed, religion, color, national origin, age, physical disability, reliance on public assistance, sex, marital status, political affiliation, sexual orientation or any other class or group distinction, as provided by state or federal anti-discrimination laws. The parties are committed to ensuring an educational and employment environment free of harassment and violence of any kind.

Section 2. Employer Responsibility. The Employer accepts its responsibility to ensure equal opportunity in all aspects of employment for all qualified persons regardless of race, creed, religion, color, national origin, age, physical disability, reliance on public assistance, sex, unless sex is a bona fide occupational qualification, marital status, political affiliation, sexual preference or any other class or group distinction. The Employer will not interfere with the rights of faculty members to become or not to become members of the MSCF, and there shall be no discrimination or interference, restraint or coercion by the Employer, or any Employer representative, against any faculty member because of MSCF membership, non-membership or any faculty member acting in an official capacity on behalf of the MSCF which is in accordance with the provisions of this Contract.

Section 3. Jurisdiction. The parties recognize that jurisdiction for the enforcement of the provisions of Section 1, above, is vested solely in various state and federal agencies and the courts, and therefore, complaints regarding such matters shall not be subject to the grievance procedure in this Contract.