

year. The decision of the Board to not renew a non-tenured appointment shall be final.

12.3.3. Terminal Appointment

Notice of nonreappointment is not required.

12.4. **APPOINTMENT STATUS**

At least annually, the Employer shall provide each bargaining unit member with a notification of his/her status on a form established by the Employer, provided that such form shall include at least the individual's title or rank, gross salary, and personnel action taken (if applicable). A copy shall be placed in the employee's personnel file.

12.5. **NOTICE OF INTENT TO DISCONTINUE EMPLOYMENT**

Faculty Members who intend to discontinue their employment with the Board are encouraged to so notify the Board, in writing, at least one semester before they intend to leave. To provide for a smooth transition and aid the academic process, such departures should be timed for the end of an academic semester.

ARTICLE XIII.

DISCIPLINE AND DISMISSAL

13.1. **DISCIPLINE OR DISMISSAL**

No Faculty Member shall be disciplined or dismissed except for just cause.

13.2. **JUST CAUSE**

Discipline or dismissal of a Faculty Member for just cause shall include but shall not be limited to the following:

- a. Incompetent or inadequate performance;
- b. Repeated neglect of the responsibilities of his/her position;
- c. Insubordination;

d. The use of fraud, collusion, or misrepresentation of a fact material to obtain employment with the college or material to promotion.

13.3. DUE PROCESS

Any discipline or dismissal shall be accompanied by the reason(s) and rationale for such decisions, and a timely opportunity for the affected Faculty Member to be heard in connection with such proposed disciplinary action.

ARTICLE XIV.

GRIEVANCE PROCEDURE

14.1. PURPOSE

Any disputes or allegations thereof between the parties of this Agreement shall be settled in accordance with the provisions of this grievance procedure and such proceedings shall be kept as confidential as is appropriate.

14.2. DEFINITIONS

14.2.1. The term "grievance" shall mean any claim or allegation by any aggrieved Faculty Member or group of Faculty Members or the Federation (each category of which shall hereinafter be referred to as the "grievant") that there has been a violation, misinterpretation, or misapplication of the provisions of this Agreement.

14.2.2. The term "party in interest" shall mean the person(s) making such claim or allegation, including their designated representatives, and any person(s) who, in order to resolve a grievance, might be required to take action or who might have action taken against him/them.

14.2.3. The terms "Federation," "Board," and "Employer," are defined as in Article 2.

14.2.4. The term "Dean" shall refer to Deans and Associate Deans.

14.3. TIME LIMITS

14.3.1. All grievances shall be processed in accordance with the time limits specified in each grievance step herein, and the number of days indicated at such step shall be considered to be the maximum.

14.3.2. Except for the initial filing of a grievance, such time limits may be extended by written agreement between the grievant and the Employer provided that no such agreement or extension shall be made after the expiration of such time limits.

14.3.3. Failure to file or appeal any grievance within the specified time limits at any step of this grievance procedure shall result in a waiver of such grievance.

14.3.4. Failure of the Employer to respond to any grievance within the specified time limits shall be deemed a denial of such grievance and may be appealed to the next step.

14.4. REPRESENTATION RIGHTS OF THE FEDERATION AND OF FACULTY MEMBERS

14.4.1. The parties agree that no reprisals of any kind shall be taken against any participant in the grievance procedure by reason of such participation.

14.4.2. Upon request by the Federation to the Employer, the Employer shall furnish to the Federation such information, records, and data which are relevant to the investigation and processing of grievances.

14.4.3. Any grievant or party in interest may be represented in the grievance procedure by a person of his/her own choosing provided that:

a. The representative of the grievant or party in interest is not a representative, legal counsel, agent, or officer of any labor or collective bargaining organization other than the Federation.

b. The Federation shall receive from the Employer twenty-four (24) hours notice of such meeting to which the Federation shall have the right to be present and to State its view.

c. The Federation shall be notified in writing of:
(1) the filing of such grievance;

- (2) the issue or matter involved;
- (3) the disposition of any such grievance by the Employer representative who rendered such disposition.

d. Such notification to the Federation shall be issued at the same time that such notification is issued to the grievant.

e. Such disposition shall not constitute a precedent for either party.

f. Such disposition shall in no way conflict with or violate any provision of this Agreement.

14.4.4. Any meeting held at any step of this grievance procedure shall be conducted at a time and place agreed upon by the Federation and the Employer which will afford a fair and reasonable opportunity for the parties to be present.

14.4.5. Any Faculty Member shall have the right to have his/her steward present at any meeting with any representative of the Employer when he/she has reason to believe that a disciplinary action will result there from.

14.5. **PROCESSING OF GRIEVANCES**

Formal grievances shall be filed on mutually agreed upon forms and shall specify in reasonable detail the following:

- a. the facts;
- b. the issue;
- c. the date of the alleged violation;
- d. the controlling contract provisions; and
- e. the remedy or relief sought.

The appropriate college steward shall be present at any and all steps the employee deems necessary during the grievance procedure without loss of pay and other benefits provided there is no disruption of the steward's class schedule or professional responsibilities.

14.6. ADMINISTRATIVE RECORD-KEEPING OF GRIEVANCES

All documents, communications, and records generated by the processing of a grievance shall be filed separately from the personnel files and professional files of the participants.

14.7. THE GRIEVANCE PROCEDURE

14.7.1. Step 1. Informal Procedure

A. Any grievant who feels that there is a grievance shall first discuss the problem with his/her supervising Dean or with whomever the Employer has designated.

B. Said grievant shall request such discussion with said supervising Dean, or Designee, not later than twenty-one (21) work days after said grievant or Faculty Member knew, or should have known, or should reasonably have been expected to have learned of the act or condition on which the grievance is based.

C. Any grievance arising from the act or omission of any official above the rank of dean shall be originally filed within the twenty-one (21) day time limit stated in (B) above, at either Step 3 or Step 4, as appropriate.

14.7.2. Step 2. Formal Procedure

A. No grievance shall be filed under this Section without first having gone through the informal procedure in 14.7.1 above.

B. If the grievance is not resolved at Step 1 within ten (10) work days after the Step 1 discussion, said grievant may submit such grievance in writing to the appropriate Dean not later than twenty (20) working days after said Step 1 discussion.

C. Said appropriate Dean shall submit his/her disposition of such grievance to the grievant and to the Federation within ten (10) working days following receipt by said Dean of such written grievance.

D. Such disposition by said Dean shall be in writing and shall state the reasons and rationale for any denial of such grievance.