

Section 4. Restructuring

This Agreement is made on the basis of circumstances at the time of the Agreement. In the event of restructuring of higher education (which shall include campus closings or the mandated termination of major academic or student-service programs employing ten (10) or more members of the unit), the employer and the union agree to negotiate to the extent required by law provided that notice of termination to the affected employee(s) in the case of termination of such programs may be given ninety (90) days following notice to the union.

**ARTICLE XVI
DISMISSAL AND DISCIPLINE**

No professional staff member shall be dismissed or otherwise disciplined except for just cause and with full due process as specified in this Agreement. Each individual for whom suspension without pay or dismissal is under consideration shall be notified of his/her right to union representation. A copy of said notice shall be provided to the Congress office.

Section 1. Dismissal

A. Dismissal is an action by the President which terminates the appointment of a professional staff member for cause. Dismissal for cause shall include, but not be limited to the following:

- (1) incompetent or inadequate performance of responsibilities of the position or repeated neglect of these responsibilities;
- (2) repeated noncompliance with reasonable regulations or reasonable directives of the Board, the President, or designated management employees;
- (3) conduct which impairs the effective performance of assigned responsibilities or impairs the rights of students or of other staff members;
- (4) the use of fraud, collusion, or misrepresentation of a fact material to obtaining employment with the college and/or status therein.

B. The appointment of a professional staff member may be terminated according to the following dismissal procedure:

- (1) The President shall notify the professional staff member in writing that termination of his/her appointment is under consideration. Said notice will contain a statement of the reasons for the proposed termination.

(2) The professional staff member may respond in writing within twenty-one (21) calendar days of receipt of notice from the President.

(3) If, after considering the response of the professional staff member, or if the professional staff member has not responded within the twenty-one (21) day period, the employer or its representative determines to dismiss the professional staff member, the employer or its representative shall so notify the member in writing of the decision.

(4) Within fourteen (14) calendar days of the notice of the President's decision, the professional staff member may appeal such decision by filing a written grievance at Level Two of the grievance procedure set forth in Article VII of this Agreement.

Section 2. Discipline

A. Nothing within this Article shall preclude the employer or its representatives from disciplining members of the professional staff by means less than discharge, provided that such discipline shall be for just cause as specified in Section 1A above for dismissals.

B. In case of employee misconduct for which suspension without pay is under consideration, the employee shall be afforded written notice of the charge(s) against him/her, disclosure of the employer's then available evidence and an opportunity to present his/her position orally or in writing prior to the discipline.

Section 3. Suspension Pending Discipline or Discharge

When it is necessary, an individual may be suspended, with full salary and benefits, pending disciplinary action.

Section 4. Investigatory Interview

If a bargaining unit member reasonably believes that an investigatory interview conducted by the employer will result in discipline or place his/her job security in jeopardy, she/he may have a Congress representative present at any such interview.

**ARTICLE XVII
SABBATICAL LEAVE**

Section 1. Preamble

Sabbatical leave is educational leave. The purpose of sabbatical leave is to provide a professional staff member with the time and support for scholarly or creative endeavors which will benefit the college and the staff member professionally, and/or