

## ARTICLE 23 - NON-RENEWAL

- 23.1 Full-time Probationary and Special Probationary Appointments. Management may decide not to renew any probationary or special probationary employee for any reason at the sole discretion of Management.
- 23.11 Probationary Appointments. Probationary employees shall be notified of non-renewal of their appointments for the following year by March 31. Decisions not to renew probationary employees cannot be grieved beyond Step 4, the level of the Campus President/Executive Officer, whose decision will be final and binding.
- 23.12 Special Probationary Appointments. Special probationary appointments shall be notified of the non-renewal 90 calendar days prior to the end of the fiscal year of the special funded contract programs in which they are employed, unless the non-renewal is based on funding. Decisions not to renew special probationary employees that are not based on funding cannot be grieved beyond Step 4, the level of the Campus President/Executive Officer, whose decision will be final and binding.
- 23.13 Non-renewal of Special Probationary Appointments for Reasons Related to Funding. Special probationary employees may be terminated or have their hours reduced at any time that funding for their program is reduced or terminated.
- a. Special probationary employees will be notified as soon as possible of any reduction or elimination of their positions which may occur during the fiscal year of the special contract program in which they are employed.
  - b. Special appointment employees will receive written notice of the status of the funding for the special contract program for the following year. This notice shall occur at least 90 calendar days prior to the end of the fiscal year for the special contract programs in which they are employed. If the status of their funding is uncertain, the employees shall also be given a non-renewal notice.
  - c. Decisions to not renew or to reduce the hours of special probationary employees that are based on funding cannot be reviewed under the terms of this Agreement.
- 23.14 Non-renewal of part-time academic professionals who do not have continuous or special continuous appointment status, shall be in accordance with the provisions of Article 23.1, except that the following special provisions shall apply:
- a. Completion of a project or specific assignment for which a part-time academic professional was employed which occurs before the full authorized hours are met will not obligate the College to continue employment for any period of time;
  - b. Probationary and special probationary appointments will end when the authorized hours for the part-time assignment are met at any time during the fiscal year, unless additional hours are authorized in writing by the Administrative Supervisor.
- 23.2 Temporary Appointments. A temporary appointment may be non-renewed at the discretion of Management without review under the terms of this Agreement.
- 23.3 Part-time Faculty with Assignment Rights. The immediate administrative supervisor need not assign classes or work to Faculty who have assignment rights in these circumstances:

- 23.31 A department has more assignment rights Faculty than available classes. In that case, the immediate administrative supervisor shall decide the assignments, utilizing the Faculty qualifications and considering the needs of the department.
  - 23.32 The Faculty is not qualified to teach the courses to be offered or not qualified to perform the work which is available.
  - 23.33 The Faculty does not accept the assignment at the time and/or place designated.
  - 23.34 Assignment of courses or work is made to full-time Faculty in order to satisfy the full load terms of this Agreement.
  - 23.35 Assignment of courses or work is made to a qualified laid-off full-time Faculty member with continuous appointment. This right is limited to three years from layoff for the affected full-time Faculty member.
- 23.4 Part-time Faculty Without Assignment Rights. Management may decide not to rehire a part-time Faculty member who does not have assignment rights without review under the terms of this Agreement.
- 23.5 Cancellation of Classes or Work Assignment of Part-time Instructor, Counselor, Tutor or Librarian. Management may cancel a class or work assignment for any reason. However, the class or work assignment may only be reassigned to another employee as provided in Article 23.6.
- 23.6 Removal of a Part-time Faculty from an Assignment. Once a Faculty member has been notified in writing of a course or work assignment, that assignment cannot be canceled and another Faculty member subsequently assigned to it within 10 days of the beginning of the class unless:
- 23.61 it becomes necessary to fulfill the workload requirements of a full-time Faculty member. In such cases, Management shall first cancel classes being taught by part-time Faculty without assignment rights when this is not inconsistent with program needs, or
  - 23.62 the written assignment was made before the part-time Faculty member has received a satisfactory initial assessment, or
  - 23.63 for just cause under Article 22.
- 23.7 Payment to Part-time Faculty Whose Class is Canceled or Assignment Removed. Whether pay is due to a part-time Faculty member when their class is canceled or removed from them will be determined in accordance with Article 18.