

**BOARD OF HIGHER EDUCATION  
MASSACHUSETTS COMMUNITY COLLEGES**

**NON-UNIT PROFESSIONALS  
PERSONNEL POLICIES HANDBOOK**

**JULY 2012**

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## **POLICY**

The Commissioner of the Board of Higher Education, subject to the approval of the Board of Higher Education, may make, and from time to time amend, personnel policies covering all groups of the Community College employees. This policy has been developed by the Massachusetts Community Colleges and the Board of Higher Education, pursuant to their respective authorities established at Mass. Gen. Laws Chapter 15A, Sections, 9 & 22.

Effective July 1, 2012, this Non-Unit Professionals Personnel Policies Handbook shall replace the Handbook previously approved and dated July 2001 and shall remain in full force and effect until a successor Handbook is approved.

## **PREAMBLE**

This policy for non-unit professional employees supersedes all prior applicable policies and procedures adopted by the Massachusetts Board of Higher Education inclusive of the fifteen Community Colleges and shall apply in full force and effect to all new and current employees within the Massachusetts Community College system. Board of Higher Education policies not covered in this Handbook shall remain in effect.

The rights afforded herein shall be construed to be in addition to those rights secured by State and Federal Laws and regulations.

This policy shall be applied by the President to govern employment conditions of non-unit professional employees, as defined herein.

## **CHAPTER I - FAIR PRACTICES**

**1.01** The Massachusetts Community Colleges recognize and affirm their commitment to the policy of non-discrimination with regard to race, color, religion, national origin, sex, sexual orientation, gender identity, age, genetic information, disability, or veteran status, pursuant to applicable state and federal laws. The Massachusetts Community Colleges recognize that when employment practices, regardless of intent, discriminate against any group of people on the basis of race, color, religion, national origin, sex, sexual orientation, gender identity, age, genetic information, disability or veteran status, specific positive and aggressive measures must be taken to redress the effects of past discrimination, to eliminate present and future discrimination, and to ensure non-discriminatory practices in all employment-related decisions

**1.02** The policies and procedures stated herein shall be applied in conformance with the Board of Higher Education's policies on Affirmative Action, as it shall, from time to time, adopt.

**1.03** Non-unit professional employees must be particularly sensitive to the problem of sexual harassment which may appear in subtle as well as aggressive forms. Using one's position or authority to coerce sexual favors, make unwelcome advances, or demeaning or suggestive remarks is unethical and in many instances illegal. Employees must not only guard against such conduct but should also make an effort to educate subordinates with regard to sexual harassment and protect employees, students and others from it. Complaints of sexual harassment are appropriately brought under the College's Affirmative Action Plan.

**1.04** Non-unit professional employees will avoid outside employment or affiliations which are incompatible with their respective positions and the basic philosophy of the College; and will not act on College matters on the basis of personal interest or divulge confidential information to unauthorized persons.

## **CHAPTER II - DEFINITIONS**

**APPOINTMENT** – An appointment of a professional to a position at the College, which shall not be an acting or interim appointment.

**ACTING APPOINTMENT** – A temporary appointment of a professional to a position when the incumbent has left the position but is expected to return.

**BOARD OF HIGHER EDUCATION or BHE** - The entity of the Massachusetts Board of Higher Education as defined in Chapter 15A, Section 4 and 9 of the Massachusetts General Laws.

**BOARD OF TRUSTEES** - The entity of the local Board of Trustees governing each Community College, as defined in Chapter 15A, Section 21 of the Massachusetts General Laws.

**COMMISSIONER** - The Commissioner of the Department of Higher Education or an individual acting in that capacity, duly authorized and appointed by the Board of Higher Education in accordance with Chapter 15A.

**COLLEGE(S)** - Referring collectively to all Community Colleges in accordance with Chapter 15A, Section 5 of the General Laws.

**DAY** - A calendar day, unless specified otherwise.

**DISCIPLINE** - Discipline of a Professional may include, but is not limited to, oral or written warnings, written reprimands, suspensions without pay, demotions, restrictions in the workplace and termination.

**DISCONTINUATION OF APPOINTMENT** – When a Professional’s employment with the College ends due to circumstances other than retrenchment or termination, including but not limited to, when an employee fails to professionally and/or effectively perform his/her job duties.

**EMPLOYEE OR PROFESSIONAL** - All non-unit professional employees of the Massachusetts Community Colleges working half-time or more on an annual basis in the non-unit position. This Handbook shall not apply to employees working in temporary positions. This Handbook pertains to all those employees of the Community Colleges holding non-unit professional positions, including, but not limited to: Vice Presidents, Deans, Assistants to the President, Associate Deans, Assistant Deans, Division Chairpersons and those other Professional Employees identified by the College. Those provisions of this Handbook which shall apply to all Community College Presidents are stated in APPENDIX A.

This policy shall apply to grant funded employees to the extent it does not conflict with the specific terms of the grant. Grant funded employees have no rights under Chapters III, XII and XIII. When employment is discontinued due to a change in grant funding and/or the terms and conditions of the grant the employee shall also have no rights under XIV and XV of this Handbook.



**INTERIM APPOINTMENT** – A temporary appointment to a vacant professional position while recruitment to fill the position is underway. A professional serving an interim appointment is eligible to apply for the permanent position.

**PRESIDENT** - The chief executive officer of one of the Colleges within the system, or an individual acting in that capacity, duly authorized by the local Board of Trustees. The President shall enforce the terms and conditions of this policy to the extent such authority has been so delegated to him/her by the Board of Trustees.

**PROBATIONARY PERIOD** - The first twelve (12) months of employment in a non-unit professional position. Regardless of a Professional's years of service, a Professional shall serve a new probationary period for every appointment to a different non-unit professional position.

**RETRENCHMENT** - An interruption of a Professional's services due to the elimination of his/her job or position. Retrenchment occurs through no fault or delinquency of the Professional. Reasons for retrenchment include, but are not limited to, fiscal and/or budgetary considerations, programmatic changes, change in student enrollment, and/or change in focus or priorities of the College.

**SERVE AT THE PLEASURE** – An at-will employee who may be removed from his/her professional position by the appointing authority with or without notice or cause, subject to the provisions of this Handbook, or in the case of a President subject to Chapter 15A, Section 21 and the provisions of his/her appointment agreement.

**TERMINATION** – When a Professional's employment with the College ends due to cause.

## **CHAPTER III - APPOINTMENT AND DISCONTINUATION OF APPOINTMENT**

### **3.01 Duties and Responsibilities**

A. In accepting an appointment under this policy, it shall be understood that a professional will assume an obligation to be acquainted fully with the philosophy, purposes, and objectives of the College. The appointee shall agree without reservation to maintain a high level of performance, continue professional development and carry out effectively other assigned duties.

B. All non-unit professional appointments and discontinuation of appointments shall be made in accordance with policies and procedures in effect at the respective College.

### **3.02 Appointment to Professional Positions**

A. Notification of appointments shall be in writing and shall state the terms and conditions of the appointment, provided that terms and conditions contained in generally applicable policies and rules need not be stated other than by reference (APPENDIX B). Upon appointment the President shall state in writing whether the policies stated herein shall apply to said individual.

B. All appointments shall include only a starting date with no terminal date. Therefore, all appointments shall be deemed to be an appointment of the individual to serve at the pleasure of the President and in all respects the individual shall be considered an at-will employee.

C. A professional shall be deemed a probationary employee for the first twelve (12) months of employment in any non-unit professional position and may be dismissed at any time therein without cause and without giving reasons. This decision shall not be subject to Chapters XIV or XV.

D. Each professional shall notify the President in writing of his/her intent to accept or reject a tendered appointment within ten (10) days of the notice of appointment. Failure of a professional to meet the ten (10) day deadline shall constitute a rejection of the tendered appointment.

E. A professional may be appointed in writing by the President to a position in an acting or interim capacity for a period ordinarily not to exceed one (1) year. While serving in an acting or interim capacity a professional shall have no rights under this Chapter for that position.

F. Vacant positions may be advertised at the discretion of the President. A President may appoint, promote or transfer a Professional to a vacant position pursuant to statutory authority established at M.G.L. c. 15A, Section 22.

### **3.03 Discontinuation of Appointment**

Discontinuation of Appointment occurs when a Professional's employment with the College ends due to circumstances other than retrenchment or termination, including but not limited to,

when an employee fails to professionally and/or effectively perform his/her job duties. The President, or designee, may discontinue the appointment of a professional as follows.

**A. Reasons for Discontinuation of Appointment**

During the probationary period the College has no obligation to notify professionals of the reason(s) for Discontinuation of Appointment. Where Discontinuation of Appointment occurs beyond the probationary year, the professional shall be notified in writing of the reason(s) for the College's decision. Discontinuation of Appointment decisions shall be regarded as an exercise of professional judgment. A Discontinuation of Appointment decision in a year other than the probationary year is subject to Chapter XV.

**B. Notice of Discontinuation of Appointment**

Each professional shall be entitled to notice of the College's decision to discontinue an appointment in accordance with the following schedule:

1. During the first twelve (12) months of employment in any position, which constitutes a professional's probationary period, no notice is required prior to the effective date of Discontinuation of Appointment.
2. During the second year in the position, one (1) month of notice prior to the effective date of Discontinuation of Appointment;
3. During the third year in the position, two (2) months of notice prior to the effective date of Discontinuation of Appointment;
4. During the fourth year in the position, three (3) months of notice prior to the effective date of Discontinuation of Appointment; and
5. Where a professional is beyond his/her fourth year of employment in a particular position, six (6) months of notice prior to the effective date of Discontinuation of Appointment.

In lieu of granting the whole or any part of the notice described above, the College, in the President's sole discretion, may pay to such employee, in a lump sum, an amount equal to one hundred percent (100%) of his or her salary for the period by which the notice is foreshortened.

#### **CHAPTER IV - INSURANCE BENEFITS**

The Board of Higher Education agrees to provide all non-unit employees with coverage under the State's Group Health and Accident Insurance plan currently in effect pursuant to the provisions of Chapter 32A of the General Laws as amended or as such plan may be made available under applicable law of the Commonwealth.

## **CHAPTER V - SUPPLEMENTAL BENEFITS**

### **5.01 State Retirement**

Professionals shall come under the provisions of the State Retirement Plan as set forth in Chapter 32 of Massachusetts General Laws.

### **5.02 Optional Retirement Program**

Eligible professionals shall be eligible to participate in the Optional Retirement Program set forth in Section 40 of Chapter 15A of the General Laws.

### **5.03 Early Retirement Incentive**

#### **A. Eligibility**

Any non-unit professional who has served at least ten (10) years in either the State Retirement Plan or the Optional Retirement Plan, who is eligible to retire under either Plan, and who is at least fifty-five (55) years of age as of the anticipated date of retirement shall be eligible to receive an early retirement incentive subject to notification provisions below.

#### **B. Notification**

A Retiree must apply by notifying the President of the College in writing of his/her intent to retire not less than one (1) year in advance of his/her retirement date; provided, however, that this notice requirement may be waived for those who intend to retire within one (1) year after the execution of this Handbook who are otherwise eligible and have applied in writing; provided further that this requirement shall be waived for non-unit professionals who have been notified that they will be retrenched or non-unit professionals who will retire because of medical reasons consistent with Chapter VII, Section 7.01 who are otherwise eligible and have applied in writing.

#### **C. Compensation**

An eligible Professional who retires in accordance with the foregoing conditions shall receive an early retirement incentive equal to the applicable percentage of his/her salary as of the date of retirement in accordance with the following schedule:

**EARLY RETIREMENT INCENTIVE AS A  
PERCENTAGE OF SALARY**

Age of Non-Unit Professional on Retirement Date

55-60	30%
61	25%
62	20%
63	15%
64	10%

Applicable ages and salary percentages may be modified in accordance with changes to State Law. Payment shall be made on or after the date of retirement and may be spread over a period not to exceed twelve (12) months as determined by the President or designee.

**D. Retrenchment**

Any non-unit professional who is retrenched at the age of sixty-five (65) or older shall be accorded the same rights under this provision as an employee who is sixty-four (64) years old.

**5.04 Worker's Compensation**

Professionals shall come under the provisions of the Massachusetts Worker's Compensation Act, General Laws of the Commonwealth, Chapter 152.

**5.05 Annuities**

The Board of Higher Education shall continue to allow for the purchase of annuities for professionals pursuant to the provisions of the Massachusetts General Laws, Chapter 15, Section 18A.

**5.06 Legal Assistance**

Legal Assistance shall be provided to professionals by the Attorney General's Office in cases of assault in accordance with the provisions of the Massachusetts General Laws, Chapter 12, in addition to legal assistance being provided to professionals arising out of the performance of their assigned duties pursuant with Mass. General Laws, Chapter 258, *et seq.*

**5.07 Tuition Remission**

All full-time professionals paid from the AA Account and who have completed at least six (6) months of service shall be eligible for system-wide tuition remission benefits as noted in Appendix C. This provision shall include the spouse and dependent child or children of a qualified professional.

In addition to the benefits contained in the Board of Higher Education Tuition Remission Policy (Appendix C), each employee and his/her spouse and dependent child or children shall be eligible for enrollment in any non-state supported course or program offered through continuing education at a Community College with payment of fifty percent (50%) of the fees, save as is provided in Massachusetts General Laws. Each employee and his/her spouse and dependent child or children shall be eligible for enrollment in any state supported regular day program at a Community College with payment of fifty percent (50%) of the fees, save as is provided in Massachusetts General Laws.

## **CHAPTER VI - HEALTH AND WELFARE**

### **6.01 Eligibility**

Non-unit professionals shall continue to be eligible for benefits provided under the Board of Higher Education's Non-Unit Employee Health and Welfare Trust Fund, as established under a Declaration of Trust dated April 19, 1985, subject to the policies and procedures of the Fund's Board of Trustees. The Trustees shall determine in their discretion and within the terms of the Declaration of Trust, such health and welfare benefits to be extended to professionals and/or their dependents.

### **6.02 Funding**

The Board of Higher Education agrees to contribute on behalf of each full-time employee equivalent an amount authorized by the Commissioner of the Department of Higher Education.

The contributions made by the Board of Higher Education shall be subject to funding by the General Court. Contributions shall not be used for any purpose other than to provide health and welfare benefits and to pay the operating and administrative expenses of the Trust Fund.

### **6.03 Complaints**

No dispute over a claim for any benefits extended by the Non-Unit Health and Welfare Trust Fund shall be subject to the complaint procedure set forth in Chapter XV.

### **6.04 Board of Higher Education's Liability**

It is understood that the Board of Higher Education does not accept, nor shall it be charged with, liability to any professional claiming any benefit offered by the Non-Unit Health and Welfare Trust Fund.



## **CHAPTER VII - LEAVE CHAPTER**

### **7.01 Sick Leave**

A. Sick leave credit shall begin with the first full hour of employment, and accumulate at an hourly rate. Twelve (12) month employees shall be entitled to 112.5 hours (fifteen (15) days) of sick leave for each year of service; ten (10) month employees shall be entitled to 93.75 hours (twelve and one-half (12 1/2) days) for each year of service. For part-time employees (half-time or more), sick leave credits shall accumulate in the same proportion that employee's service bears to full-time service.

The employee shall accumulate at the rate of 0.057692 hours of sick leave per hour of employment [one and one-quarter (1 1/4) days of sick leave for each month of employment].

B. Sick leave not used in any year may be accumulated. No persons shall be entitled to a leave of absence with pay on account of sickness in excess of the accumulated sick leave then due except as provided in 7.02 (Sick Leave Bank).

C. Sick leave shall be granted in minimum units at the discretion of the President to an employee only under the following conditions:

1. When an employee cannot perform his/her duties because he or she is incapacitated by personal injury or illness;
2. When the spouse, child or parent of either an employee or his/her spouse, or a relative living in the immediate household of an employee, is ill, the employee may utilize sick leave credits up to a maximum of 75 hours (ten (10) days) per calendar year, except in cases of demonstrated medical emergency or life threatening/terminal illness in which case an employee may use up to 112.5 hours (fifteen (15) days).
3. When, through exposure to contagious disease, the presence of the employee at his/her work location would jeopardize the health of others;
4. To keep appointments with health care professionals. In such instances the normal requirement of advance notice will be at least five (5) working days. However, the parties recognize that an unforeseen complication may arise from a regularly scheduled appointment with such a health care professional.

D. For any period of absence on account of sickness, the President or the President's designee, may require a physician's certificate proving the necessity of such absence. If an employee fails to present such medical evidence within seven (7) working days after such request has been made by the College, the President or designee may at the discretion of the President treat the absences as absences without pay. Unauthorized absences may result in other employment actions up to and including discipline, termination, or the Discontinuation of Appointment.

E. The President or designee may require that an employee be examined by a physician of the employee's choosing and at the employee's expense following absence by reason of illness or injury for more than 75 consecutive hours (ten (10) consecutive working days). The sole purpose of such examination shall be to determine the employee's fitness to return to his/her regularly assigned duties.

An employee absent by reason of illness or injury more than 75 consecutive hours (ten (10) consecutive working days) shall provide the President with reasonable notice of his/her intent to return.

F. Sick Leave must be charged against unused sick leave credits in the minimum units allowed by campus attendance reporting procedures, but in no event may the sick leave credits used be less than the actual time off.

G. Any employee having no sick leave credits, who is absent due to illness, shall be placed, unless otherwise notified by the employee, on personal leave or if no personal leave credits then on vacation leave. Such leave shall be charged on the same basis as provided in subsection (F).

H. Any employee who is reinstated or re-employed after an absence of less than three (3) years shall be credited with his/her sick leave credits at the termination of his/her prior employment. An employee who is reinstated or re-employed after a period of three (3) years or more shall receive prior sick leave credits, if approved by the College President where such absence was caused by:

1. Illness of said employee;
2. Dismissal through no fault or delinquency attributable solely to said employee;
3. Injury while in the employment of the Employer in the line of duty and for which said employee would be entitled to receive Workers' Compensation Benefits.

I. An employee shall not accrue sick leave credits for any period in which he/she was on leave without pay or absent without pay.

J. Notification of absences under this Chapter must be given to the designated representative of the President as early as possible on the first day of absence and in conformance with College attendance policies. If such notification is not made, such absence(s) may, at the discretion of the President, be considered an absence(s) without pay.

K. No employee shall be entitled to sick leave under the provisions of this Chapter in excess of the accumulated sick leave credits due such employee, excluding sick leave bank provisions.

L. Employees whose service with the College is terminated shall not be entitled to any compensation in lieu of accumulated sick leave credits. Employees who retire shall be paid twenty percent (20%) of the value of their unused accrued sick leave based on the date of their retirement.

It is understood that any such payment will not change the employee's pension benefits. If, at the time of death of an employee, said employee was eligible to retire and receive a pension from the Commonwealth, then the surviving beneficiary, or beneficiaries, if any, lawfully designated under the State Employees' Retirement System, or the Optional Retirement Program, or if there are no such designated beneficiary, the estate of the deceased employee shall be paid twenty percent (20%) of the value of unused accumulated sick leave to the deceased employee's credit at the time of death, provided that no monetary or other allowance has already been made therefore. It is understood that any such payment will not change the employee's pension benefits.

M. Sick leave credits earned by an employee following a return to duty after a leave without pay or absence without pay shall not be applied to such period of time.

N. In calculating the daily rate of pay of any employee, the following formulas shall be used:

- (i) in the case of any employee whose work year is of a ten (10) month duration, the daily rate of pay shall be an amount equal to 1/215th of such employee's annual salary rate as such annual salary rate is on the date on which or in respect of which such calculation is required to be made;
- (ii) in the case of any professional whose work year is of twelve (12) months' duration, the daily rate of pay shall be an amount equal to 1/260th of such employee's annual salary rate as such annual salary rate is on the date on which or in respect of which such calculation is required to be made.

## **7.02 Sick Leave Bank**

A. At each Community College there shall be established, or where currently established continued, a Non-Unit Sick Leave Bank.

B. An employee who is not a member of the Sick Leave Bank will automatically become so during the month of October. Seven and one-half hours (7.5 hours) of his/her sick leave accumulation will be assigned to the Sick Leave Bank. If an employee does not want to be a member of the Sick Leave Bank, that employee shall provide by October 30 written notice to the President or designee that the employee is not assigning to the Sick Leave Bank seven and one-half hours (7.5 hours) of that employee's personal sick leave accumulation. The President or designee shall maintain a register of the membership and the number of sick leave days accumulated in the Bank. Once contributed to the Bank, sick leave day(s) may not be withdrawn.

C. Whenever the accumulation of sick leave days in the Sick Leave Bank has fallen below one hundred and eighty-seven and a half hours (187.5 hours), the President or designee shall notify all members. Thereafter, seven and one-half hours (7.5 hours) from each member's accumulated sick leave shall be assigned to the Bank unless a member notifies the President or designee in writing within five (5) days of receipt of said notice that member does not wish to remain a member.

D. Five (5) working days following the exhaustion of a Sick Leave Bank member's accrued vacation, personal, and sick leave, every member of the Sick Leave Bank shall be entitled to draw upon the Sick Leave Bank, effective thereafter upon notice to the President. The granting of such sick leave shall be subject to the same criteria as regular sick leave days and shall be in all other respects consistent with Employer policy; provided, however, that such sick leave shall be available only for the illness of the employee and not for the illness of the employee's family members.

E. No professional may draw upon the Sick Leave Bank in excess of the number of days to which that professional is entitled as determined by College policy. Each College has the right and discretion to establish policies and protocols regarding access to, and use of, the Sick Leave Bank.

**7.03 Paid Personal Leave**

Each full-time professional on the payroll on the effective date of this Handbook shall be allotted thirty-seven and one-half hours (37.5) (five days) of personal leave each calendar year beginning January 1<sup>st</sup> of each year.

Each full-time professional hired after the effective date of this Handbook shall be allotted twenty-two and one-half hours (22.5) (three days) of personal leave each calendar year beginning January 1<sup>st</sup> of each year.

Full-time professionals hired during the calendar year will be allotted personal leave hours for the first calendar year in accordance with the following schedule:

**Personal Leave**

<b><u>Date of Hire</u></b>	<b><u>Hours Credited</u></b>
<b><u>Beginning of Calendar Year:</u></b>	
January 1 - March 30:	22.5
April 1-June 30:	15
July 1 - September 30:	7.5
October 1 - End of Calendar Year:	0

Each regular part-time professional on the payroll on the effective date of this Handbook shall be allotted pro-rated personal leave based on thirty-seven and one-half hours (37.5) (five days) each calendar year beginning January 1<sup>st</sup> of each year .

Each regular part-time professional hired after the effective date of this Handbook shall be allotted pro-rated personal leave based on twenty-two and one-half hours (22.5) (three days) each calendar year beginning January 1<sup>st</sup> of each year or, if hired during the calendar year, shall be pro-rated based in accordance with the above schedule for the first calendar year.

Paid personal leave shall not accrue from year to year and any paid personal leave not taken by the last day of a calendar year will be forfeited by the employee. Personal leave may be available in units allowed by campus attendance reporting procedures and may be used in conjunction with vacation leave. All requests for personal leave must be made in advance and approved by the professional's supervisor.

#### **7.04 Bereavement Leave**

Upon evidence, satisfactory to the President or designee, of the death of a spouse, child or step-child, an employee shall be entitled to a maximum of seven (7) days of leave without loss of pay to be used at the option of the employee within thirty (30) calendar days from the date of said death.

Upon evidence, satisfactory to the President or designee, of the death of a parent, step-parent, brother, step-brother, sister, step-sister, grandparent, grandchild or parent of a spouse or person permanently residing in the immediate household, an employee shall be entitled to leave without loss of pay for a maximum of four (4) consecutive working days.

In the event of the death of an employee's son-in-law or daughter-in-law or of the spouse's brother, sister, grandparent or grandchild, a maximum of two (2) consecutive working days shall be available for use by an employee.

In the event of the death of an employee's aunt, uncle, cousin, one (1) day of paid bereavement leave shall be granted.

In the event that the interment of, or memorial service for, any of the above-named relatives is to occur at a time beyond the bereavement leave granted, the employee may request to defer one of the days to the later date. Such request shall be made at the time of notification to the President or designee of the death of one of the above named relatives, and may be granted at the discretion of the President or designee.

#### **7.05 Voting Leave**

An employee whose hours of work preclude him/her from voting in a town, city, state, or national election shall upon application be granted a voting leave with pay not to exceed two (2) hours for the sole purpose of voting.

#### **7.06 Civic Duty Leave**

A. Employees summoned for jury duty will be granted a leave of absence with pay for time lost from their regular work schedule while on said jury duty upon presentation of the appropriate summons to the department head by the employee.

B. An employee who receives jury fees for jury service upon presentation of the appropriate court certificate of service shall either:

1. retain such jury fees in lieu of pay for the period of jury service, if the jury fees exceed his/her regular rate of compensation for the period involved; or
  2. remit to the College the jury fees, if less than his/her regular rate of compensation for the period involved.
- C. Jury fees for the purpose of this Chapter shall be the per diem rate paid for jury duty by the Court, not including the expenses reimbursed for travel, meals, rooms or incidentals.
- D. An employee summoned as a witness in a court on behalf of the Commonwealth or any town, city or county of the Commonwealth or on behalf of the federal government shall be granted court leave with pay upon filing of the appropriate notice of service with his/her department head, except this section shall not apply to an employee who is also in the employ of any town, city or county of the Commonwealth or in the employ of the federal government or any private employee and who is summoned on a matter arising from that employment.
- E. All fees for court services, except jury fees paid for services rendered during office hours, must be paid to the Commonwealth. Any fees paid to an employee for court services performed during a vacation period may be retained by the employee. The employee shall retain expenses paid for travel, meals, rooms, etc.
- F. An employee on court leave who has been excused by the proper court authority shall report to his/her official duty station, if such interruption in court services will permit four (4) or more hours of employment. Court leave shall not affect any employment rights of the individual.
- G. No court leave shall be granted when the employee is the defendant or is engaged in personal litigation, unless such litigation arises out of the legitimate performance of his/her assigned responsibilities.

#### **7.07 Military Leave**

- A. An employee shall be entitled during the time of his/her service in the Armed Forces of the Commonwealth under applicable sections of Chapter 33 of the General Laws to receive pay therefore without loss of his/her ordinary remuneration as an employee.
- B. An employee shall be entitled during his/her annual tour of duty of not exceeding seventeen (17) days as a member of a reserve component of the Armed Forces of the United States to receive pay therefore without loss of his/her ordinary remuneration as an employee under Section 59 of Chapter 33 of the General Laws as amended.
- C. An employee who is a member of a reserve component of the Armed Forces of the United States and who is called for duty other than the annual tour of duty not exceeding seventeen (17) days shall be subject to the provisions of Chapter 708 of the Acts of 1941 as amended or of Chapter 805 of the Acts of 1950 as amended or Chapter 671 of the Acts of 1966 and amendments thereto.

D. In accordance with Chapter 708 of the Acts of 1941 as amended, an employee who on or after January 1, 1940, shall have tendered his/her resignation or otherwise terminated his/her service for the purpose of serving the military or naval forces of the United States who does serve or was or shall be rejected for such service, except as otherwise provided by Chapter 708 of the Acts of 1941 as amended, be deemed to be or to have been on military leave and no such person shall be deemed to have resigned from the service of the Commonwealth or to have terminated such service until the expiration of two (2) years from the termination of said military or naval service by him/her.

## **7.08 Family Leave**

### **A. Maternity and Adoptive Leave**

Maternity and Adoptive Leave provided under this Handbook shall be consistent with leave afforded under the Massachusetts Maternity Leave Act (MMLA), Massachusetts General Laws, Chapter 149, Section 105D.

A female employee is eligible for maternity leave under the MMLA if her probationary period is complete, or if none, she has worked full time for three (3) consecutive months. An eligible employee may be absent from her employment for up to eight (8) weeks for the purpose of: giving birth, or adopting a child under the age of 18, or adopting a child under the age of 23, if the child is mentally or physically disabled, and she provides at least two (2) weeks' notice of the anticipated date of her departure and intention to return.

Upon her return to work, the employee must be restored to her previous or a similar position. The position must have the same status, pay, length of service credit and seniority as the position the employee held prior to the leave. However, the returning employee has no greater right to reinstatement or to other benefits and conditions of employment than other employees who were continuously working during the leave period.

Though the MMLA extends leave only to female employees, Section 7.08A and the leave afforded hereunder shall also be available to eligible male employees.

During the first ten (10) workdays subsequent to the birth or adoption of a child, the mother/father shall receive his/her regular weekly salary. Where an eligible full-time or part-time employee and his/her eligible spouse are both employees of the Commonwealth, they shall jointly be entitled to a combined total of not more than ten (10) days paid under the provisions of this section.

### **B. Parental and Adoptive Leave**

1. Upon written application to the President, including a statement of reasons, any full-time employee who has been employed at least one (1) year and who has given notice at least four (4) months prior to his/her anticipated date of departure may be granted parental or adoptive leave from such employment for a period not exceeding one (1) year. Such leave shall be without pay for such period, however,

the College retains the right to require the employee to use accrued paid leave to cover some or all of the leave taken.

2. The purposes for which an employee may submit his/her application for such unpaid leave may include, but shall not be limited to:
  - a. The need to care for, or to make arrangements for, the care of a minor dependent child of the employee, whether or not such child is the natural, adopted, or stepchild of such employee;
  - b. To discharge any other responsibilities or duties in his/her capacity as the parent of a minor dependent child, whether or not such child is the natural, adopted, or stepchild of such employee.
3. Any employee taking such family leave, after termination of such leave will be restored or reassigned to his/her previous or a similar position and shall retain all legally permissible accrued benefits during the period of said leave. Such leave shall not apply to service applicable to consideration for sabbatical leave.

### **C. Family and Medical Leave**

The federal Family and Medical Leave Act (FMLA) is hereby incorporated into this Handbook.

#### **7.09 Organizations Leave**

Leave of absence without pay may be granted to an employee or employees who are delegates to state or national conventions of fraternal and/or civic organizations.

#### **7.10 Civil Defense Leave**

Leave of absence without pay may be granted to employees who are Civil Defense Officers for the purpose of participating in local, state-sponsored and federal seminars and programs designed to improve his/her knowledge and understanding of civil defense.

#### **7.11 Blood Donations**

A leave of absence with pay, which may be granted for the purpose of donating blood, may not exceed two (2) hours.

#### **7.12 Unpaid Personal Leave**

Unpaid personal leave other than herein before specified may be granted to an employee upon the written request at least thirty (30) days in advance. Approval shall be granted at the discretion of the President. Retirement, sick leave, and vacation credit shall not accrue during the term of such leave.



## **CHAPTER VIII - HOLIDAYS AND VACATION LEAVE**

### **8.01 Holidays**

A. All professionals shall be entitled to the following holidays:

- NEW YEAR'S DAY
- MARTIN LUTHER KING DAY
- PRESIDENTS' DAY
- PATRIOT'S DAY
- MEMORIAL DAY
- JULY FOURTH
- LABOR DAY
- COLUMBUS DAY
- VETERANS' DAY
- THANKSGIVING DAY
- CHRISTMAS DAY

### **8.02 Vacation Leave**

#### **A. Entitlement**

1. All non-unit professional staff members who work a twelve (12) month year shall be entitled to an annual vacation leave of 165 hours (.084615 hours of leave per hours worked) (twenty-two (22) days). For part-time employees (half-time or more), vacation leave credits shall accumulate at the same proportion as employee's service bears to full-time service.
2. A non-unit professional staff member who has completed six (6) full years of service but less than sixteen (16) full years of service as of their anniversary date of any vacation year shall be granted annual vacation leave of 172.5 hours (.088461 hours of leave per hours worked) (twenty-three (23) days).
3. A non-unit professional staff member who has completed sixteen (16) full years of service but less than twenty-five (25) full years of service as of their anniversary date of any vacation year shall be granted annual vacation leave of 187.5 hours (.096153 hours of leave per hours worked) (twenty-five (25) days).
4. A non-unit professional staff member who has completed twenty-five (25) full years of service as of their anniversary date of any vacation year shall be granted vacation leave of 225 hours (.115384 hours of leave per hours worked) (thirty (30) days).
5. An employee who is reinstated or re-employed after less than three (3) years shall have his/her prior service included in determining continuous service for vacation purposes.
6. An employee who is eligible for vacation under these rules whose services are terminated for any reason shall be paid an amount equal to the vacation that had been accrued prior to such termination but which had not been used subject to

Section 8.02(C), provided that the daily rate of pay shall be determined in the same manner as that outlined under Section 7.01(N).

7. Employees advance to the next higher level of leave accrual (if appropriate) upon the anniversary date of the service date in their job record (employment data panel). For example, if the employee should earn an additional one day vacation (now translated into a higher accrual rate for each hour worked) after six years of employment, the employee will accrue at the higher rate beginning with the first date of the pay period within which the employee reaches six years.
8. For determining vacation entitlement status under this Chapter, all continuous state employment in positions in which vacation was accrued, shall be counted.

**B. Accrual of Vacation Days**

1. The vacation year shall be the anniversary date of the employee's service date.
2. All non-unit professional staff members shall be credited with vacation leave with pay on an hour for hour basis for each "service hour" worked.
3. In the case of ten-month non-unit professional employees, vacation leave shall be granted at the same rate per full month for each of the ten months of scheduled employment.

**C. Scheduling of Vacation Leave**

Vacation leave shall normally be scheduled and taken during the vacation year in which it becomes available; provided, however, that a non-unit professional staff member may, with the written approval of the President or designee, carry over more than four hundred and eighty (480) vacation hours (sixty-four (64) days) from year to year; provided, further that, in no event, shall vacation credits in excess of four hundred and eighty (480) vacation hours (sixty-four (64) days) be carried over for more than one (1) year. Unused vacation days in excess of four hundred and eighty (480) vacation hours (sixty-four (64) days) shall be converted to sick leave at the end of each calendar year. Notwithstanding any carry-over, no payment of accrued vacation leave in excess of four hundred and eighty (480) vacation hours (sixty-four (64) days) shall be made in the event a professional leaves the College or retires.

Requests for vacation leave must be submitted in writing to the professional's supervisor and approved prior to taking such leave. Vacation leave shall be taken in accordance with a schedule that shall be established by the supervisor subject to the approval of the President or designee.

A Professional who subsequently moves to a faculty position shall be paid an amount equal to the vacation allowance as earned up to the time of transfer to faculty status.

Payment of accrued vacation leave upon retirement, resignation, or move to a faculty position shall be calculated in accordance with Section 7.01(N).

**D. Death Benefits**

Upon the death of a person who was eligible for vacation under these rules, payment shall be made in an amount equal to the vacation allowance as earned up to the time of his/her separation from the payroll; provided that no monetary or other allowance has already been made therefore. The President shall authorize the payment of such compensation upon the establishment of a valid claim therefore, in the following order of precedence:

- First: To the surviving beneficiary or beneficiaries, if any, lawfully designated by the person under the State Employees' Retirement System or the Optional Retirement Program;
- Second: If there be no such designated beneficiary, to the estate of the deceased.

## **CHAPTER IX - TRAVEL AND CONFERENCE EXPENSES**

**9.01** Subject to the following provisions, a professional on full travel status shall be compensated for expenses incurred for travel that is required in the discharge of such professional's prescribed duties and that is authorized as such by the President or designee.

A. Whenever use of a private car is necessary and has been authorized by the appropriate administrator, the prevailing state rate shall be allowed.

B. Other charges, including, by way of example, garage, parking, and toll charges, shall be allowed, provided that receipted bills shall be submitted for such charges.

C. Whenever use of any other mode of transportation is necessary and has been so authorized, the cost of all fares shall be allowed, provided that receipted bills shall be first submitted for such charges.

D. Transportation between a professional's home and his/her regularly assigned office shall not be reimbursable.

E. Reimbursement shall not be made for expenses incurred for the sole benefit of the professional, such as, by way of example, valet service, entertainment, and laundry service.

F. Professionals shall be reimbursed for meals in accordance with the policies of the College and the authorization of the President or designee.

## **CHAPTER X - PROFESSIONAL DEVELOPMENT OPPORTUNITIES**

### **10.01 Professional Leave**

A. Upon the application of a professional, and recommendation by his/her supervisor, the President may grant to such professionals leave without pay for up to two (2) years for professional reasons as provided for herein. The purposes for which a non-unit professional may submit his/her application for such unpaid leave may include, but shall not be limited to:

1. Advanced study;
2. Participation in a program related to his/her professional responsibilities;
3. Service in public office to which he/she has been elected or appointed and for such other purposes as may be allowed under the laws of the Commonwealth.

B. Any professional granted an unpaid leave of absence shall retain those benefits accrued during the period of his/her leave which are permitted by statute and the policies contained in this Handbook. Such leave shall not apply to service applicable to consideration for sabbatical leave.

C. A professional requesting a continuation of his/her leave, shall submit a request to the President at least four (4) months prior to the expiration of the initial leave. Any continuation of professional leave shall be at the sole discretion of the President.

D. Leave of absence with pay may be granted to non-unit professionals for up to ninety (90) calendar days to stimulate individual growth for the betterment of the College, with conditions to be specified by the President.

### **10.02 Sabbatical Leave**

A sabbatical leave is a privilege rather than a right granted to professionals to stimulate individual growth for the betterment of the College. The emphasis in the utilization of the sabbatical leave should be on the value to the college as well as the individual.

A. The purpose of such sabbatical leave shall be for professional research, study, or travel which specifically accrue to the benefit of the College and the individual.

B. A system of priorities for granting of sabbatical leaves shall be developed by each President within the limits of the College budget and the needs of the college.

C. Sabbatical leave options, eligibility criteria and submission requirements are described in Appendix D. Professionals interested in applying for a sabbatical leave should submit the request to his/her immediate supervisor who shall, in turn, submit the proposal, through the appropriate Dean or Vice President, to the President. Computation of time served shall include only time served at the granting institution.

D. The President shall submit a recommendation for sabbatical leave to the Board of Trustees. The recommendation shall include at least the following:

1. A copy of the sabbatical leave request from the individual;
2. A detailed statement of the value of such a leave to the College as well as to the individual;
3. A statement by the President of the duties of the individual concerned, and how these duties will be performed while the individual is on sabbatical leave;
4. A statement by the President of whether he/she intends to allow the person on sabbatical leave to accept gainful employment;
5. A statement by the President that there are no major projects underway at the College which would be adversely affected by granting the person a sabbatical leave.

E. Receipt of such sabbatical leave shall oblige a professional to make his/her services available to the College, at the College's option, for one (1) full year following completion of the leave.

F. During the period of the sabbatical, a professional may engage outside sources of remuneration consistent with the following conditions:

1. Non-salary funds (travel, materials, and such other types of expenses) obtained from outside sources directly related to the purpose of the sabbatical shall not reduce the sabbatical stipend;
2. Salary funds obtained from outside sources which directly relate to the attainment of the specific objectives of the sabbatical leave shall not reduce the sabbatical leave stipend unless the total amount of outside salary funds and sabbatical stipend exceed the current pro-rated annual salary of the professional, in which case the sabbatical stipend shall be reduced an equal amount so as to result in an amount equal to the current pro-rated annual salary; and
3. Activities generating funds that do not directly or indirectly relate to nor interfere with the attainment of the specific objectives to the sabbatical leave shall not be prohibited.

G. The professional, upon return from sabbatical leave, shall be restored to his/her former or a similar position and same position on the salary schedule, including the normal across the board pay increases given to non-unit professionals during the time of the sabbatical. The professional shall retain all rights and benefits that he/she would normally have enjoyed.

H. Upon completion of his/her sabbatical leave, he/she shall submit a report of his/her activities to the President and the Board of Trustees.

I. The President may examine the sabbatical leave report for consideration for a merit increment.

## **CHAPTER XI - PERFORMANCE EVALUATION PROCESS**

### **11.01 Annual Evaluations**

Annual evaluations shall serve as one of the factors to be considered for promotion, discontinuation of appointment and merit awards.

### **11.02 Procedure**

A. The evaluation period for all non-unit professionals shall be from July 1 to June 30, annually. A professional hired during the evaluation period shall be evaluated for the period of his/her employment through June 30 to the extent possible.

B. A supervisor may review a professional's job description and revise said description in order that it accurately reflects a professional's current job duties. This review shall be conducted in consultation with Human Resources. The professional shall be provided with a copy of the revised job description, which shall also be maintained in the professional's personnel file. A supervisor may also establish specific goals and objectives for the evaluation period and/or require a professional to establish annual goals and objectives.

C. The supervisor shall evaluate the professional's performance using the System-Wide Non-Unit Professionals Evaluation form (APPENDIX E). The supervisor shall include any requirements for needed improvement in performance, and provide the professional with a copy of the evaluation form. A copy of the evaluation shall be maintained in the professional's personnel file.

D. The professional may respond in writing to the evaluation and/or requirements for improvement and such response shall be added to the professional's evaluation. The evaluation shall be forwarded through the appropriate Dean to the President for review and placement in the official personnel file.

E. A professional may apply for professional development funds to support professional growth in areas identified as needing improvement on the annual evaluation.



## **CHAPTER XII - SALARIES**

### **12.01 Appointment**

An individual's prior related work experience and education shall be considered as the prime, though not sole, determining factors for the purpose of establishing an individual's salary.

### **12.02 Acting or Interim Appointments**

A professional may be appointed in writing by the President to a position in an acting or interim capacity for a period ordinarily not to exceed one (1) year. If the appointment is to a higher position for a period of more than thirty (30) days, the professional may be entitled to additional compensation for the period of time the professional serves in the acting or interim position. Upon returning to his/her former position, the professional shall revert back to his/her previous salary for that position.

### **12.03 Increase in Responsibilities and Meritorious Service**

If a professional is assigned a permanent and significant increase in responsibilities, the President may approve a salary adjustment to the professional's annual salary. The President may approve a salary increase for an individual who has rendered meritorious service to the College.

### **12.04 Payroll**

All employees covered by the terms and conditions of this Handbook shall be paid on a bi-weekly basis.

Salary payments shall be electronically forwarded directly to a bank account or accounts selected by the employee for receipt.

## **CHAPTER XIII - RETRENCHMENT**

**13.01** Retrenchment shall be defined as the interruption of services of the professional due to the elimination of his/her job or position. Retrenchment occurs through no fault or delinquency of the professional.

**13.02** Reasons for retrenchment include, but are not limited to, fiscal and/or budgetary considerations, programmatic changes, change in student enrollment, and/or change in focus or priorities of the College.

**13.03** A professional being retrenched pursuant to this policy is entitled to notice under the following conditions:

A. Whenever the President or designee determines in good faith that it is necessary to retrench the professional, the President shall give notice of the retrenchment, with the reasons stated therefore to the professional. The effective date of retrenchment for a professional with fifteen (15) years or more of service in the Community College system will be a minimum of one-hundred and twenty (120) calendar days after receipt of notice. For a professional with less than fifteen (15) years of service, the effective date of retrenchment will be a minimum of ninety (90) calendar days after receipt of notice.

B. Whenever the President or designee determines that retrenchment of a professional is necessary, the President or designee shall have the discretion to reassign the professional to another position within the College for which he/she is qualified.

**13.04** Retrenchment of a professional is not subject to Chapters XIV or XV.

## **CHAPTER XIV - DISCIPLINE AND TERMINATION**

### **14.01 Discipline**

When circumstances warrant the College may impose discipline on a Professional. Discipline may include, but is not limited to, oral or written warnings, written reprimands, suspensions without pay, demotions, restrictions in the workplace and termination.

Suspension without pay may be considered in cases of serious misconduct, including but not limited to, sexual harassment, workplace violence, drug or alcohol use or for violations of state or federal laws. Suspension without pay may not be used in matters involving performance or attendance issues. When suspension without pay is being considered, the President, or his/her designee, shall meet with the professional, inform him/her of the reasons for the suspension, and permit the professional an opportunity to be heard. Thereafter, if suspension is warranted, the professional shall be notified in writing of the suspension, the effective dates, and a statement of reasons. The notice shall inform the professional of his/her right to appeal that decision under Chapter XV. Suspension of a professional during his/her probationary period is not subject to the complaint procedure under Chapter XV.

In some instances, a professional may be placed on paid administrative leave. Paid administrative leave is a temporary leave from a job assignment, while maintaining pay and benefits. Paid administrative leave is not a disciplinary sanction. Grounds for paid administrative leave may include, but are not limited to, investigating allegations of misconduct, protection of sensitive information or resources, when a professional is behaving in a disruptive or threatening manner, and/or when a professional poses a reasonable risk of harm to him/herself or others. Paid administrative leave is granted at the sole discretion of the President or his/her designee.

### **14.02 Termination**

In accordance with the following, the President, or designee, may terminate a professional from his/her position for cause. Termination for cause may include, but is not limited to, any of the following reasons:

- a. Failure to perform one or more assigned duties in a satisfactory manner;
- b. Demonstrated incompetence in the performance of one or more assigned duties;
- c. Behavior that interferes with the normal operation of the College;
- d. Insubordination by failing or refusing to carry out a directive by a supervisor or other College official;
- e. Dishonesty, fraud or theft;
- f. Unauthorized possession or use of alcohol or a controlled substance;
- g. Engaging in behavior on or off campus that violates state or federal laws;
- h. Engaging in unprofessional or inappropriate conduct or behavior that violates the College's Affirmative Action Plan; and/or
- i. Engaging in behavior that poses a threat to health or safety of the College community.

### **14.03 Process for Termination**

A. The President, or designee, shall meet with the professional, inform him/her of the reason(s) for termination, and permit the professional an opportunity to be heard. Thereafter, if termination is the final decision of the President, or designee, the professional shall be notified in writing of the reason(s) for his/her termination and the effective date of termination. The notice shall inform the professional of his/her right to appeal the decision under Chapter XV. Where, however, the terminated professional is directly supervised by the President, he/she shall have a right to appeal that decision under Section 14.04 of this Chapter. Termination of a professional during his/her probationary period is not subject to Chapters XIV or XV.

### **14.04 Appealing Termination**

A. A professional who is not under the direct supervision of the President may appeal a termination decision pursuant to Chapter XV.

B. A professional under the direct supervision of the President may appeal a termination decision by notifying the Chief Human Resources Officer, or designee, in writing within five (5) days from receipt of the termination notice. The written appeal shall include a statement setting forth the grounds for appeal.

C. The Chief Human Resources Officer shall notify the professional of the date, time, and location of the hearing, which shall, where practicable, be held within thirty (30) calendar days following receipt of the request for hearing. The Chairperson of the College's Board of Trustees shall appoint at least two (2) Trustees to conduct the appeal hearing. All hearings shall be closed to the public. Both parties are entitled to be accompanied by an advisor at the hearing, however, the advisor may not directly participate in the hearing or question witnesses. Both parties may present witnesses, documents and/or affidavits at the hearing. All questioning of the parties and witnesses shall be performed by the Trustee(s) conducting the hearing. At the hearing, the formal rules of evidence shall not apply. In all cases the hearing shall be conducted in a fair and impartial manner. An official record may be kept of the proceeding at the sole discretion of the Trustees.

D. A written decision shall be issued within thirty (30) days after the completion of the hearing. The decision shall include a summary of the facts, a summary of the evidence and witness statements presented, and a conclusion based on the evidence presented. The decision shall be mailed by certified mail, return receipt requested, to the professional. The decision of the Trustee board shall be final.

## **CHAPTER XV - COMPLAINT PROCEDURE**

### **15.01 General Provisions**

A. This procedure is designed to facilitate the prompt, fair and impartial resolution of complaints. Under this policy, a professional has the opportunity to be heard at each step of the procedure.

B. The resolution of a complaint at any step in this procedure shall not constitute an admission by the College that it has violated any policy in regard to the professional.

C. A complaint may be filed at the level at which the action or inaction being appealed occurred.

### **15.02 Definitions**

**Day** - "Days" under this policy shall mean calendar days unless specifically noted otherwise.

**Complaint** - A complaint asserts an allegation by a professional that a specific policy of this Handbook has been breached in its application to him/her. A complaint shall, include but not be limited to: the name and title of the person(s) against whom the complaint is directed; the date when such breach is alleged to have occurred; a statement of all known facts, documents and materials supporting the complaint; the specific policy allegedly breached; and the relief sought by the complaining party. All documents or materials upon which the complaining party intends to rely shall be attached to the complaint. Terminations pursuant to Chapter XIV are subject to the complaint process under this Chapter, unless the terminated professional is directly supervised by the President, in which case the professional has a right to pursue a complaint under Section 14.04. Retrenchment pursuant to Chapter XIII is not subject to this Chapter.

**Complaining Party** - Person(s) who files a written complaint under this policy.

**Professional Judgment** - Decisions made by College officials in accordance with this Handbook shall be deemed to be based on an exercise of professional judgment. In matters of professional judgment, the scope of review of the action is limited to a determination of whether the judgment was made in an arbitrary, capricious or unreasonable manner.

### **15.03 Procedures**

#### **Step 1 (Supervisor Level)**

If a professional believes that a specific policy of this Handbook has been breached in its application to him/her, he/she shall file a written complaint with his/her immediate supervisor, with a copy to the President. The complaint shall be filed within ten (10) days of when the professional knew or should have known of the breaching event. The professional and the immediate supervisor shall meet within a reasonable time to attempt to resolve the complaint. A

written memorandum of the outcome of this meeting shall be prepared by the supervisor and delivered to the complaining party within ten (10) days following the meeting.

### **Step 2 (President's Designee Hearing)**

If the professional is not satisfied with the outcome at Step 1, within ten (10) days of receipt of the Step 1 Memorandum, he/she may file with the President's designee, a copy of the original complaint and a request for a hearing or a determination without a hearing on the matter. If a hearing is requested, the President's designee shall give reasonable notice of the time, date, and place of the hearing, which shall whenever practicable be held within thirty (30) days after the President's designee receives the complaint. No new issues may be raised at Step 2 beyond those raised in the initial complaint.

A hearing under this Handbook shall be conducted by the President's designee. All hearings shall be closed to the public. Both parties are entitled to be accompanied by an advisor at the hearing, however, the advisor may not directly participate in the hearing or question witnesses. Both parties may present witnesses at the hearing. All questioning of the parties and witnesses shall be conducted by the designee(s) conducting the hearing. At the hearing, the formal rules of evidence shall not apply. In all cases the hearing shall be conducted in a fair and impartial manner. An official record may be kept of the proceeding.

The individual(s) conducting the hearing shall issue a written decision to all parties involved within thirty (30) days of the hearing. The decision shall include a summary of the facts, a summary of the evidence and witness statements presented, and a conclusion based on the evidence presented as to whether a violation of this policy has occurred. The decision shall be hand delivered or sent by certified mail, return receipt requested, to the professional.

### **Step 3 (Appeal to President)**

If the professional is not satisfied with the decision issued at Step 2, within seven (7) days of his/her receipt of the Step 2 decision, the professional may file a written appeal with the President. The written appeal shall detail the professional's exceptions to the Step 2 decision. The President shall review the hearing decision and the professional's appeal and shall issue his/her decision within thirty (30) days after receipt of the appeal. The President's decision shall be final.

## APPENDIX A

### **POLICY PROVISIONS APPLICABLE TO PRESIDENTS**

The following sections of this Handbook shall apply to the Presidents of the fifteen Community Colleges of the Commonwealth of Massachusetts:

Chapter IV Insurance Benefits

Chapter V Supplemental Benefits

Chapter VI Health and Welfare

Chapter VII

- 7.01 Sick Leave
- 7.03 Paid Personal Leave
- 7.04 Bereavement Leave
- 7.05 Voting Leave
- 7.06 Civic Duty Leave
- 7.07 Military Leave
- 7.08 Family Leave
- 7.09 Organization Leave
- 7.10 Civil Defense Leave
- 7.11 Blood Donations
- 7.12 Unpaid Personal Leave

Chapter VIII Holidays and Vacation Leave

Chapter IX Travel and Conference Expenses

Chapter X Professional Development Opportunities

Chapter XII 12.04 Payroll

Under those circumstances where a President is availing him/herself to the rights afforded under any of these Sections of the Handbook, and the particular Section requires a President to act or exercise his/her authority, the College's Board of Trustees shall act in the place of the President.

**APPENDIX B**

**LETTER OF APPOINTMENT**

Dear

I am pleased to inform you that your appointment to the position of \_\_\_\_\_ has been approved. For the first twelve (12) months of employment in this position you shall be deemed a probationary employee. Your appointment is subject to the following terms and conditions:

- Date of Appointment: \_\_\_\_\_;
- Annual Salary: \_\_\_\_\_;
- Laws of the Commonwealth and rules and regulations promulgated thereunder;
- The Non-Unit Professional Personnel Policies Handbook;
- The policies and procedures of this institution; and
- The appropriation of sufficient funds by the Legislature.

Your appointment has no terminal date and therefore is an indefinite appointment during which you shall serve at the pleasure of the President of the College.

Grant funded positions are subject to the terms and conditions of the grant, as well as grant funding. Grant funded employees have no rights under Chapters III, XII and XIII of this Handbook. Furthermore, when employment is discontinued due to a change in grant funding and/or the terms and conditions of the grant, the employee shall also have no rights under XIV and XV of this Handbook.

Please sign the attached copy of this letter indicating your acceptance of the appointment subject to the terms and conditions stated above and return it to me no later than ten (10) days from its receipt. If you do not respond within the specified time period, I shall consider it to be a rejection of the appointment.

Sincerely,

President of the College

I accept the appointment and understand that it is subject to the terms and conditions stated above.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

cc: Personnel file



## APPENDIX C

### **SYSTEM-WIDE TUITION REMISSION POLICY FOR COMMUNITY COLLEGE NON-UNIT PROFESSIONALS**

#### **I. Eligibility**

A. All full-time non-unit professional employees of a Community College who are paid from the AA Account, and who have completed at least six (6) months of service as of the date of enrollment, shall be eligible for system-wide tuition remission benefits. Employees on paid leave of absence or Worker's Compensation leave remain eligible during the period of any such leave. Employees on unpaid leave shall remain eligible for a maximum of one calendar year. Former employees shall not be eligible; however, the spouse and dependent children of former or deceased employees may retain eligibility under certain conditions (See Sections C, D, and E below).

B. The spouse and dependent child or children or any eligible employee shall also be eligible for system-wide tuition remission benefits. A "dependent child" shall mean any natural, adopted, or stepchild who is claimed as a dependent on the eligible employee's Federal Tax Return for the tax year immediately preceding enrollment. No employee's child beyond the age of twenty-five (25) shall be eligible for tuition remission; provided, however, that in exceptional circumstances and for good reason the President of the public College or University granting the tuition remission may waive this age limitation for an employee's child who continues to meet the IRS standards of dependency.

C. If an eligible employee retires while a child or spouse is enrolled in a program of study or degree program, the child or spouse may complete such program with tuition remission provided that enrollment is continuous.

D. If an eligible employee who has completed at least five (5) years of full-time equivalent service dies, the surviving spouse and children shall be eligible to enter and/or complete one full program of study or degree program with tuition remission. The term "program" as used in this Section D and the above Section C shall include, but not be limited to, any program of study begun at a Community College and continued without interruption through the Bachelor's degree at a State College or University.

E. If an eligible employee leaves the employment of public higher education under conditions other than those described in C and D above while a spouse or child is enrolled in a course/program, the spouse or child may complete the semester already begun. At the end of the semester his/her eligibility for tuition remission terminates.

#### **II. Applicability**

Tuition remission shall be provided to eligible employees, their spouse and dependent children as follows:

- A. For enrollment in any state-supported course or program at the undergraduate or graduate level at any Community College, State College, or University, excluding the M.D. Program at the University of Massachusetts Medical School, full tuition remission shall apply.
- B. For enrollment in any non-state-supported course or program offered through continuing education, including any community service course or program at any Community College, State College, or University, fifty percent (50%) percent tuition remission shall apply.
- C. Tuition remission shall apply to non-credit as well as credit-bearing courses.

### **III. Limitations**

- A. Employees (or their spouse or dependent children) receiving tuition remission are responsible for the payment of all other educational costs, including fees (application, laboratory, etc.), books, and supplies.
- B. Employees (or their spouse or dependent children) apply for admission and meet all admissions standards for the desired course/program.
- C. Admission to all courses/programs in continuing education is on a space-available basis. Further, each local campus administration reserves the right to cancel any continuing education course in which a minimum number of full tuition-paying students, as determined by the administration, have not enrolled.
- D. Tuition remission benefits are non-transferable.

### **IV. Certification Process**

To qualify for tuition remission, an employee must take the following steps:

- A. Apply for, and be admitted to the desired course/program.
- B. Complete a "Certificate of Eligibility for System-wide Tuition Remission" and have it signed by his/her Department Head or Supervisor and by the Chief Personnel Officer of the College at which he/she is employed. If the tuition remission is to be used by the employee's spouse or dependent child, the name and relationship of this individual should be indicated on the Certificate. The Certificate should be completed as far in advance of the date of enrollment as possible.
- C. Submit the completed Certificate of Eligibility with his/her tuition bill to the College or University at which he/she plans to enroll. The employee (or his/her spouse or dependent children) must remit payment at the same time for costs not covered by tuition remission.

- D. It is the responsibility of the employee to insure that the Certificate of Eligibility is approved in a timely fashion. Retroactive tuition rebates will not be made except in unusual circumstances beyond the control of the employee.

**V. Effective Dates**

This policy took effect on September 1, 1984 and shall apply to any course or program beginning on or after that date.

**VI. Continuation of Existing Benefits**

The implementation of this policy shall not limit or preclude any tuition remission benefits currently enjoyed by higher education employees under the terms of applicable collective bargaining agreements or personnel policies.

**VII. Interpretations of this Policy**

The Commissioner, or designee, shall have the sole authority to resolve any dispute concerning the interpretation and application of this policy. The Commissioner may amend or modify this policy from time to time.

No dispute or claim of benefits arising from this policy shall be subject of this Handbook's Complaint procedure.

**ADDENDUM (PART-TIME EMPLOYEES)**

This Addendum to the Board of Higher Education's System-Wide Tuition Remission Policy describes the eligibility requirements and applicability of tuition remission benefits for certain part-time employees in higher education.

**I. Eligibility**

- A. All regular part-time employees who are not members of a collective bargaining unit, who work at least one half of the hours of a full-time position, who are paid from the 01 or 02 Subsidiary Account, and who have completed at least six months of full-time equivalent service as of the date of enrollment, shall be eligible for system-wide tuition remission benefits.
- B. The spouse and dependent child or children of any eligible part-time employee shall also be eligible for system-wide tuition benefits. The age limitation and IRS dependency standards set forth in the Board of Higher Education's System-Wide Tuition Remission Policy shall apply to children of eligible part-time employees.

## **II. Applicability**

Tuition remission shall be provided to eligible part-time employees, their spouse and dependent children as follows:

- A. For enrollment in any state-supported course or program at the undergraduate or graduate level at any Community College, State College, or University, excluding the M.D. Program at the University of Massachusetts Medical School, fifty percent (50%) tuition remission shall apply.
- B. For enrollment in any non-state-supported course or program offered through continuing education, including any community service course or program, at any Community College, State College, or University, twenty-five percent (25%) tuition remission shall apply.
- C. Tuition remission shall apply to non-credit as well as credit-bearing courses.

In all other respects, the provisions of the Board of Higher Education's System-Wide Tuition Remission Policy shall be of application to eligible part-time employees.

**APPENDIX D**

**SABBATICAL LEAVE CATEGORIES**

<b>I</b>	<b>II</b>	<b>III</b>	<b>IV</b>	<b>V</b>	<b>VI</b>	<b>VII</b>
Category	Leave Length	Pay Status	Leave Status	Eligibility (Time Served Since Initial Employment or End of Last Sabbatical)	Submission to Immediate Supervisor (Months Prior to Start of Leave)	Submission to Board (Months Prior to Start of Leave)
<b>A</b>	up to 2 mos.	Full Pay	Full Time	3 Years	4	2
<b>C</b>	up to 2 mos.	Full Pay	Half Time	3 Years	4	2
<b>B</b>	up to 2 mos.	Half Pay	Full Time	3 Years	4	2
<b>D</b>	2-5 1/2 mos.	Full Pay	Full Time	5 Years	5	3
<b>E</b>	2-5 1/2 mos.	Half Pay	Full Time	5 Years	5	3
<b>F</b>	2-5 1/2 mos.	Full Pay	Half Time	5 Years	5	3
<b>G</b>	5-1/2-11 mos.	Half Pay	Full Time	6 Years	6	4
<b>H</b>	5-1/2-11 mos.	Full Pay	Half Time	6 Years	6	4

**APPENDIX E**

**SYSTEM-WIDE PROFESSIONAL EVALUATION FORM**

**PERFORMANCE REVIEW  
NON-UNIT PROFESSIONAL**

NAME: \_\_\_\_\_  
DEPT: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
DATE OF HIRE: \_\_\_\_\_ DATE STARTED IN POSITION: \_\_\_\_\_  
EVALUATION PERIOD: \_\_\_\_\_

.....  
**Performance Review**

- Attach the employee’s current job description.
- Provide the evaluation form to the employee and have him/her complete each section by indicating the appropriate numerical value and providing any comments.
- The supervisor will next rate the employee’s level of performance using the definitions below.
- The supervisor will review with the employee each performance factor used to evaluate his/her performance.
- Comments should be added in each comment section.
- Give an overall rating in the space provided using the definitions below as a guide.
- Forward the evaluation instrument to the appropriate Vice President for signature.
- Submit the Performance Review to Human Resources for approval signature from President \_\_\_\_\_. Include the current (newly revised, if necessary) Job Description.
- Provide a copy of the final evaluation and new job description to the employee.

**PERFORMANCE RATING DEFINITIONS**

**BELOW EXPECTATIONS (1):** Marginal/Unacceptable Performance. Requires weekly review and a Performance Improvement Plan (PIP). Significant improvement is required.

**PARTIALLY MEETS EXPECTATIONS (2):** Requires some development and should be connected to a Professional Improvement Plan (PIP).

**FULLY MEETS EXPECTATIONS (3):** Completes duties of each and every specified job function in an appropriate and satisfactory manner.

**EXCEEDS EXPECTATIONS (4):** Consistently exceeds job requirements with outstanding overall performance.

**Section I (Job Responsibilities)**

**JOB KNOWLEDGE** (Rank from 1 lowest to 4 highest)

Demonstrates knowledge, skills, and abilities to perform the core competencies of the position (refer to Job Description.)

<b>Employee Assessment</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>N/A</b>
<b>Supervisor Assessment</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>N/A</b>

**COMMENTS:**

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**PROFICIENCY IN WORK** (Rank from 1 lowest to 4 highest)

Demonstrates their knowledge and skills in the execution of duties.

<b>Employee Assessment</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>N/A</b>
<b>Supervisor Assessment</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>N/A</b>

**COMMENTS:**

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**RESPONSIVENESS/ACCOUNTABILITY** (Rank from 1 lowest to 4 highest)

Results oriented and assumes responsibility and accountability for work/own actions and that of subordinates.

<b>Employee Assessment</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>N/A</b>
<b>Supervisor Assessment</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>N/A</b>

**COMMENTS:**

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**SECTION II (Leadership and Management Skills)**

**INNOVATION** (Rank from 1 lowest to 4 highest)

Originates and develops innovative approaches for improving services and processes.

<b>Employee Assessment</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>N/A</b>
<b>Supervisor Assessment</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>N/A</b>

**COMMENTS:**

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**DECISION MAKING** (Rank from 1 lowest to 4 highest)

Uses critical thinking skills when exercising professional judgment to make sound and timely decisions.

<b>Employee Assessment</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>N/A</b>
<b>Supervisor Assessment</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>N/A</b>

**COMMENTS:**

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**COMMUNICATION** (Rank from 1 lowest to 4 highest)

Ability to communicate complex information clearly and concisely in written and oral form. Maintains constructive professional relationships.

<b>Employee Assessment</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>N/A</b>
<b>Supervisor Assessment</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>N/A</b>

**COMMENTS:**

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**TEAMWORK** (Rank from 1 lowest to 4 highest)

Willingness to work harmoniously with others in getting a job done. Respects the rights of other employees and exhibits a cooperative attitude.

<b>Employee Assessment</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>N/A</b>
<b>Supervisor Assessment</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>N/A</b>

**COMMENTS:**

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**SUPERVISORY SKILLS** (Rank from 1 lowest to 4 highest)

Counsels, develops, and evaluates subordinates effectively. Promotes and encourages staff development through training opportunities, adequate supervision, and evaluation.

<b>Employee Assessment</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>N/A</b>
<b>Supervisor Assessment</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>N/A</b>

**COMMENTS:**

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**SECTION III (COMMITMENT TO COLLEGE AND COMMUNITY)**  
**DIVERSITY/COMMITTEE WORK/OUTREACH TO COMMUNITY/MISSION AND STRATEGIC PLAN**

**INTEGRITY** (Rank from 1 lowest to 4 highest)

Conducts self in a professional, ethical manner and sets an example for peers, subordinates and superiors.

<b>Employee Assessment</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>N/A</b>
<b>Supervisor Assessment</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>N/A</b>

**COMMENTS:**

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**COLLEGE MISSION AND STRATEGIC PLAN** (Rank from 1 lowest to 4 highest)

Understands the mission and strategic plan of the college and his/her role in accomplishing it.

<b>Employee Assessment</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>N/A</b>
<b>Supervisor Assessment</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>N/A</b>

**COMMENTS:**

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**SERVES COLLEGE COMMUNITY/COMMITMENT TO COLLEGE COMMUNITY** (Rank from 1 lowest to 4 highest)

Participates in college wide committees and/or community events.

<b>Employee Assessment</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>N/A</b>
<b>Supervisor Assessment</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>N/A</b>

**COMMENTS:**

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**EMPLOYEE COMMENTS** (If additional space is needed, please attach sheet)

**Noteworthy strong areas of present performance:**

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**Areas requiring improvement in job performance:**

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**SUPERVISOR COMMENTS** (If additional space is needed, please attach sheet)

**Noteworthy strong areas of present performance:**

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**Areas requiring improvement in job performance:**

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**EMPLOYEE GOALS** (If additional space is needed, please attach sheet)

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**To what extent have previous goals been accomplished?**

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**OVERALL PERFORMANCE RATING**

Cumulative: \_\_\_\_\_

Divided by 11 or number of performance rating: \_\_\_\_\_

Circle one category below:

- |                    |                           |                           |                     |
|--------------------|---------------------------|---------------------------|---------------------|
| <b>*1</b>          | <b>2</b>                  | <b>3</b>                  | <b>4</b>            |
| <b>Below</b>       | <b>Partially</b>          | <b>Fully</b>              | <b>Exceeds</b>      |
| <b>Expectation</b> | <b>Meets Expectations</b> | <b>Meets Expectations</b> | <b>Expectations</b> |

\*Manager must submit to the Department Head and Human Resources, prior to the performance discussion with the employee, a detailed plan to address “below expectation” performers.

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**SECTION IV ADDITIONAL INFORMATION**

**Additional information may be inserted at the discretion of the local campus president**

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**SIGNATURES:** Signatures acknowledge that this form was discussed and reviewed.

**Employee:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Supervisor:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Vice President:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**President:** \_\_\_\_\_

**Date:** \_\_\_\_\_

## Performance Improvement Plan

The Performance Improvement Plan (PIP) is designed to facilitate constructive discussion between a staff member and his or her supervisor and to clarify the work performance to be improved. A plan is developed by the supervisor, with input from the employee, in order to assist the employee in improving his or her performance in specific areas or overall. Although a PIP is designed to be used when an employee receives a “Below Expectations” or “Partially Meets Expectations” on the Overall Performance Rating, a supervisor may elect to use a PIP in other circumstances where an employee’s performance could benefit from an improvement plan.

The PIP shall be in writing, maintained in the employee’s personnel file and shall include specific and reasonable performance goals and expectations with a timetable for implementation and achievement.

In all cases, it is recommended that the supervisor’s supervisor and the Human Resources department review the plan. This will ensure consistent and fair treatment of employees across the college. The supervisor will monitor and provide feedback to the employee regarding his or her performance on the PIP. The employee may be subject to discipline, up to and including termination, if he/she fails to demonstrate improvement in accordance with the PIP.

### **To develop the Performance Improvement Plan, the supervisor and the employee will:**

- 1) Identify the **“Employee’s Key Responsibilities.”** These key responsibilities are identified via careful review of the job description and/or job to be accomplished. The professional must competently perform these responsibilities in order to be successful in the position.
- 2) Outline the **“Performance Improvement Plan.”** The plan will address the supervisor’s performance improvement expectations of the employee. If applicable, the PIP shall specify any additional training and/or support that will be provided to the employee during the PIP period.
- 3) Describe **“Success Criteria.”** Success criteria describes how successful performance will be measured, or how the supervisor will evaluate successful work completion.
- 4) Create a **“Timeframe.”** The timeframe indicates the supervisor’s expectations for when the employee shall competently perform certain key responsibilities of his/her job.