

**BOARD OF HIGHER EDUCATION  
MASSACHUSETTS COMMUNITY COLLEGES**

**NON-UNIT PROFESSIONALS  
PERSONNEL POLICIES HANDBOOK**

**October 11, 2023**

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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 Massachusetts General Laws, Chapter 15A, Sections 9 and 22.

Effective October 11, 2023, this Non-Unit Professionals Personnel Policies Handbook shall replace the Handbook previously approved and dated July 1, 2016 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 Board of Higher Education Massachusetts Community Colleges Policy on Affirmative Action, Equal Opportunity & Diversity.

**1.04** Non-Unit Professional employees are subject to the Massachusetts State Ethics laws, codified at Massachusetts General Laws, Chapter 268A including but not limited to that 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 Non-Unit Professional to a position at the College, which shall not be an acting or interim appointment.

**ACTING APPOINTMENT** – A temporary appointment of a Non-Unit 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, Sections 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 of the Massachusetts General Laws.

**COLLEGE** - Referring collectively to all Community Colleges (or singularly “College” in reference to one of the fifteen Community Colleges) in accordance with Chapter 15A, Section 5 of the Massachusetts General Laws.

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

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

**DISCONTINUATION OF APPOINTMENT** – When a Non-Unit 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 their job duties.

**EMPLOYEE OR NON-UNIT PROFESSIONAL** - All Non-Unit Professional employees of the Colleges working half-time or more on an annual basis in the Non-Unit Professional position. This Handbook shall not apply to employees working in temporary positions, except for acting or interim appointments. 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, and those other Non-Unit 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 Non-Unit Professional position. A Non-Unit 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 them by the Board of Trustees. The definition of President shall include the President's Designee as determined by the President in their sole discretion.

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

**RETRENCHMENT** - An interruption of a Non-Unit Professional's services due to the elimination of their job or position. Retrenchment occurs through no fault or delinquency of the Non-Unit 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 their Non-Unit 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 their appointment agreement.

**TERMINATION** – When a Non-Unit 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 Non-Unit 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 Non-Unit 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 Non-Unit Professional shall be deemed a probationary employee for the first twelve (12) months of employment in any Non-Unit Professional position.

D. Each Non-Unit Professional shall notify the President in writing of their intent to accept or reject a tendered appointment within five (5) days of the notice of appointment unless extended in writing by the President. Failure of a Non-Unit Professional to meet the written deadline shall constitute a rejection of the tendered appointment.

E. A Non-Unit 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 (Appendix C). While serving in an acting or interim capacity, a Non-Unit Professional shall have no rights under this Chapter for that position and if returning to their prior position will have no rights to continuation of the salary of the temporary interim or acting position held.

F. Vacant positions may be advertised at the discretion of the President. A President may appoint, promote or transfer a Non-Unit Professional to a vacant position with or without a search pursuant to statutory authority established at Massachusetts General Laws, Chapter 15A, Section 22.

### **3.03 Discontinuation of Appointment**

Discontinuation of Appointment occurs when a Non-Unit 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 their job duties. All Non-Unit Professionals are at-will employees who serve at the pleasure of the President. As such, the President may discontinue the appointment of a Non-Unit Professional as follows.

#### **A. Reasons for Discontinuation of Appointment**

Discontinuation of Appointment decisions shall be regarded as an exercise of professional judgment. The President may review the Non-Unit Professional's job description, personnel file, evaluations, among other documentation, as applicable, when making their decision. A Discontinuation of Appointment decision in a year other than the probationary year is subject to Chapters XIV and XV.

Where Discontinuation of Appointment occurs beyond the probationary period, the Non-Unit Professional shall be notified in writing of the reason(s) for the College's decision. Although not obligated to do so, the College may notify the Non-Unit Professional of the reason(s) for Discontinuation of Appointment during their probationary period.

#### **B. Notice of Discontinuation of Appointment**

Each Non-Unit 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 (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 Non-Unit Professional is beyond their fourth year of employment in a particular position, six (6) months of notice prior to the effective date of Discontinuation of Appointment.

Nothing in this section, prohibits or requires the College from providing more than the minimally-required notice.

In lieu of granting the whole or any part of the notice described above, the College, in the President's sole discretion, may:

- a) place the Non-Unit Professional on paid administrative leave for any or all of the notice period required under this Chapter; or
- b) pay to such employee, in a lump sum, an amount equal to one hundred percent (100%) of their 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 Massachusetts General Laws, Chapter 32A as amended or as such plan may be made available under applicable law of the Commonwealth.

## **CHAPTER V - SUPPLEMENTAL BENEFITS**

### **5.01 State Retirement**

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

### **5.02 Optional Retirement Program**

If eligible for the State Retirement Plan, Non-Unit Professionals may, in the alternative, participate in the Optional Retirement Program set forth in Massachusetts General Laws, Chapter 15A, Section 40.

### **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 but not over sixty-four (64) years of age as of the anticipated date of retirement shall be eligible to receive an early retirement incentive subject to the provisions below.

#### **B. Notification**

A Retiree must apply by notifying the President of the College in writing of their intent to retire not less than one (1) year in advance of their retirement date; provided, however, that this notice 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 Non-Unit Professional who retires in accordance with the foregoing conditions shall receive an early retirement incentive equal to the applicable percentage of their 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 is subject to confirmation by the State Retirement Board and 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 in their sole discretion. This early retirement incentive is only applicable to those 55-64 subject to Section 5.03(D).

#### **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**

Non-Unit Professionals shall come under the provisions of the Massachusetts Worker's Compensation Act, codified at Massachusetts General Laws, Chapter 152.

#### **5.05 Annuities**

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

#### **5.06 Legal Assistance**

Legal Assistance shall be provided to Non-Unit Professionals by the Massachusetts Attorney General's Office in cases of assault in accordance with the provisions of the Massachusetts General Laws, Chapter 12, Section 11K, in addition to legal assistance being provided to Non-Unit Professionals arising out of the performance of their assigned duties pursuant to Massachusetts General Laws, Chapter 258, Section 2.

#### **5.07 Tuition Remission**

Non-Unit Professionals shall be eligible for system-wide tuition remission benefits consistent with the Board of Higher Education Tuition Remission Policy as may be updated from time to time.

In addition to the benefits contained in the BHE Policy, each Non-Unit Professional and their spouse and dependent child or children shall be eligible for enrollment in any 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 their spouse and dependent child or children shall be eligible for enrollment in any regular day program at a Community College without payment of tuition and 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, 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 (ex. dental, vision, health) to be extended to Non-Unit Professionals and/or their dependents.

### **6.02 Funding**

The Board of Higher Education agrees to contribute on behalf of each full-time employee or 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 Non-Unit 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) and/or applicable state and federal law

C. Sick leave shall be granted in minimum units at the discretion of Human Resources, as the President's Designee, to an employee only under the following conditions and in consideration of applicable state and federal laws:

1. When an employee cannot perform their duties because they are incapacitated by personal injury or illness;
2. When the spouse, child, or parent of either an employee or their spouse, or a relative living in the immediate household of an employee, is incapacitated by personal injury or illness, the employee may utilize sick leave credits concurrent with and subject to the timeframes of federal and state statutory family and medical leave as applicable;
3. When, through exposure to contagious disease, the presence of the employee at their 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;
5. When the employee is on approved job-protected federal or state leave (ex. FMLA, PFML, Parental Leave) and not receiving other forms of required income replacement (ex. PFMLA wage replacement benefits, Worker's Compensation benefits).

D. For any period of absence utilizing sick leave, Human Resources, as 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 may at the discretion of the President treat the absences as absences without pay. Unauthorized absences may result in employment actions, up to and including, discipline, termination, or Discontinuation of Appointment.

E. Human Resources, as the President's 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 personal illness or injury

for more than 37.5 consecutive hours (five (5) consecutive working days). The sole purpose of such examination shall be to determine the employee's fitness to return to their regularly assigned duties.

Human Resources, as the President's Designee, may also require that an employee absent by reason of illness or injury more than 37.5 consecutive hours (five (5)) consecutive working days) provide Human Resources, as the President's Designee, reasonable notice of their intent to return.

This section does not preclude Human Resources, as the President's Designee, from requesting satisfactory medical documentation indicating that the employee is able to return to work and perform the essential functions of their position with or without reasonable accommodation (Fitness for Duty Certification) and/or written notice of intent to return at other times, including where leave has been less than 37.5 consecutive hours (ex. intermittent leave).

F. Sick Leave must be charged against unused sick leave credits in the minimum units allowed by college attendance 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 their sick leave credits at the termination of their 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 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 College 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 they were 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 procedures. 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 subject to confirmation by the State Retirement Board. 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 Non-Unit Professional 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 Non-Unit 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 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 their 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 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 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 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 in writing within five (5) days of receipt of said notice that the employee 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, the 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 College policy and applicable state and federal laws; provided, however, that such sick leave bank shall be available only for the illness of the employee and not for the illness of the employee's family members and only for employees who have completed three (3) consecutive months of their appointment.

E. Use of the Sick Leave Bank shall not be indefinite. No Non-Unit Professional may draw upon the Sick Leave Bank in excess of the number of days to which that Non-Unit Professional is entitled as determined by College policy and/or protocols. Each College has the right and discretion to establish policies and/or protocols regarding access to, and use of, the Sick Leave Bank. Any use of the Sick Leave Bank shall run concurrently with other qualifying leaves, as applicable, including FMLA/PFML.

### **7.03 Paid Personal Leave**

Each full-time Non-Unit 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.

Full-time Non-Unit 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:	30
April 1-June 30:	22.5
July 1 - September 30:	15
October 1 - End of Calendar Year:	0

Each regular part-time Non-Unit 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.

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 college 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 Non-Unit Professional's supervisor.

### **7.04 Bereavement Leave**

In the event of the death of a spouse or child (including foster child or step-child), an employee shall be entitled to a maximum of seven (7) days of leave without loss of pay.

In the event of the death of a parent (including step parent and in-law), brother (including step-brother ), sister (including step-sister and sister-in law), grandparent, grandchild, son-in law, daughter-in-law, or person permanently residing in the immediate household, an employee shall be entitled to leave without loss of pay for a maximum of four ( ) consecutive working days.

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

Bereavement leave may be granted by the College and used at the option of the employee within thirty (30) calendar days from the date of said death. 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 or more of the days to the later date. Such request shall be made at the time of notification to the President of the death of one of the above-named relatives, and may be granted at the discretion of the President. The College may require satisfactory documentation supporting requests for bereavement leave.

## **7.05 Voting Leave**

An employee whose hours of work preclude them 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 their regular rate of compensation for the period involved; or
2. remit to the College the jury fees, if less than their 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 their 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 their 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 their assigned responsibilities.

## **7.07 Military Leave**

A. An employee shall be entitled during the time of their service in the Armed Forces of the Commonwealth under applicable sections of Chapter 33 of the Massachusetts General Laws to receive pay therefore without loss of their ordinary remuneration as an employee.

B. An employee shall be entitled during their 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

their ordinary remuneration as an employee under Section 59 of Chapter 33 of the Massachusetts 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 their resignation or otherwise terminated their 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 them.

## **7.08 Family Leaves**

There are a range of family leave options for employees as outlined below which may be updated from time to time consistent with state and federal laws. Employees are encouraged to consult with Human Resources as soon as aware of a potential need for family leave to discuss available options.

### **A. Leave under the Massachusetts Parental Leave Act**

1. The College complies with the Massachusetts Parental Leave Act (MPLA), Massachusetts General Laws, Chapter 149, Section 105D which shall run concurrently with leave taken under other applicable state and federal leave laws, including Paid Family and Medical Leave Act (Massachusetts General Laws, Chapter 175M) and the Family and Medical Leave Act of 1993 (29 U.S.C. 2601 et seq.), as amended.
2. An employee is eligible for parental leave under MPLA if they have worked full time for three (3) consecutive months. An eligible employee may be absent from their employment for up to eight (8) weeks for the birth, or adoption of a child under the age of 18, or adoption of a child under the age of 23, if the child is mentally or physically disabled, and the employee provides at least two (2) weeks notice of the anticipated date of their departure and intention to return.
3. Upon the employee's return to work, the employee must be restored to their 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.
4. During the first ten (10) workdays subsequent to the birth or adoption of a child, the employee shall receive their regular weekly salary. Where an eligible full-time or part-time employee and their 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 Leave under the NUP Handbook**

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 their 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 their 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 biological, adopted, or stepchild of such employee;
  - b. To discharge any other responsibilities or duties in their capacity as the parent of a minor dependent child, whether or not such child is the biological, adopted, or stepchild of such employee.
3. Any employee taking such parental leave, after termination of such leave, will be restored or reassigned to their 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. Federal Family and Medical Leave**

The federal Family and Medical Leave Act (FMLA), 29 U.S.C. 2601 *et seq.* as amended, is hereby incorporated into this Handbook. FMLA provides eligible employees with unpaid job-protected family and medical leave and shall run concurrently with leave taken under other applicable state and federal leave laws, including the Massachusetts Parental Leave Act (Massachusetts General Laws, Chapter 149, Section 105D) and Massachusetts Paid Family and Medical Leave (Massachusetts General Laws, Chapter 175M).

## **D. State Paid Family and Medical Leave**

Eligible Non-Unit Professionals are entitled to paid family and medical leave consistent with Massachusetts Paid Family and Medical Leave Act (“PFML”), codified at Massachusetts General Laws, Chapter 175M, as may be amended and the applicable regulations promulgated thereunder. This leave is funded through mandatory payroll contributions at a rate that is assessed annually by the Department of Family and Medical Leave (DFML), which shall set the rate as a percentage of an employee’s annual wages. DFML attributes a portion of the mandatory payroll contribution separately to medical leave and to family leave. Employees shall pay the statutorily prescribed maximum employee contribution rates, as amended annually, of the medical leave and family leave portions of the PFMLA from their eligible wages (currently 40% of the medical leave contribution rate and 100% of the family medical leave contribution rate).

Leave taken under Massachusetts General Laws, Chapter 175M shall run concurrently with leave taken under other applicable state and federal leave laws, including the Commonwealth's Parental Leave Act (Massachusetts General Laws, Chapter 149, Section 105D) and the Family and Medical Leave Act of 1993 (29 U.S.C. 2601 *et seq.*), as amended.

## **E. Small Necessities Leave Act**

Non-Unit Professionals are entitled to unpaid leaves of absence for up to 24 hours annually for the purpose of participating in a child's school activities, accompanying a child or elderly relative to routine dental or medical appointments and/or accompanying an elderly relative to appointments with others when related to the elderly relative's care. The requirements governing eligibility for such leaves are the same as those governing eligibility for FMLA leave. In all other respects, such leaves are governed by Massachusetts General Laws Chapter 149, Section 52D.

## **F. Leave for Victims and Family Members Related to Abusive Behavior**

Massachusetts General Laws, Chapter 149, Section 52E, currently provides that eligible employees are entitled to take up to fifteen (15) days of unpaid leave within any twelve (12) month period to seek or obtain medical attention, counseling, victim services, legal assistance, secure housing, obtain a protective order, appear in court or before a grand jury, meet with a district attorney or other law enforcement official, or attend child custody proceedings or address other issues directly related to the abusive behavior against the employee or family member of the employee.

### **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 their 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 eight (8) hours annually consistent with Massachusetts General Laws, Chapter 149, Section 33D.

### **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 Non-Unit Professional employees shall be entitled to the following holidays:

- NEW YEAR'S DAY
- MARTIN LUTHER KING DAY
- PRESIDENTS' DAY
- PATRIOT'S DAY
- MEMORIAL DAY
- JUNETEENTH INDEPENDENCE DAY
- JULY FOURTH
- LABOR DAY
- COLUMBUS DAY/INDIGENOUS PEOPLE'S 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 150 hours (.076923 hours of leave per hours worked) (twenty (20) days). For part-time employees (half-time or more), vacation leave credits shall accumulate at the same proportion as the employee's service bears to full-time service.
2. A Non-Unit Professional staff member who has completed five (5) full years of service but less than ten (10) full years of service as of their anniversary date of any vacation year shall be granted annual vacation leave of 165 hours (.088461 hours of leave per hours worked) (twenty-two (22) days).
3. A Non-Unit Professional staff member who has completed ten (10) full years of service but less than fifteen (15) full years of service as of their anniversary date of any vacation year shall be granted annual vacation leave of 172.55 hours (.08846 hours of leave per hours worked) (twenty-three (23) days).
4. A Non-Unit Professional staff member who has completed fifteen (15) full years of service but less than twenty (20) full years of service as of their anniversary date of any vacation year shall be granted vacation leave of 180 hours (.09230 hours of leave per hours worked) (twenty-four (24) days).
5. A Non-Unit Professional staff member who has completed twenty (20) or more years of service as of their anniversary date of any vacation year shall be granted vacation leave of 187.5 hours (.096153 hours of leave per hours worked) (twenty-five (25) days).
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6. Notwithstanding anything above, Non-Unit Professional staff members who have reached twenty five (25) years of service by December 31, 2017, shall be entitled to begin accruing thirty (30) days of vacation leave on their anniversary date if still actively employed as a Non-Unit Professional staff member at that time.
7. An employee who is reinstated or re-employed after less than three (3) years shall have their prior service included in determining continuous service for vacation purposes.

8. An employee who is eligible for vacation under these rules whose employment ends for any reason shall be paid an amount equal to the vacation that had been accrued prior to the end of employment 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).
9. 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 five 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 five years.
10. For determining vacation entitlement status under this Chapter, all continuous state employment in positions in which vacation was accrued, shall be counted.
11. For determining vacation entitlement and/or accrual rate status under this Chapter for a newly hired Non-Unit Professional staff member, an appointing authority may count the newly hired Non-Unit Professional staff member's relevant years of experience towards their annual vacation accrual bracket on the above schedule.

**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, Carryover, and Payment of Vacation Leave**

1. 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, carry over no more than three hundred seventy five (375) vacation hours (fifty (50) days) from year to year; provided, further that, in no event, shall vacation credits in excess of three hundred seventy five (375) vacation hours (fifty (50) days) be carried over.
2. All vacation leave amounts above the fifty (50) day limit shall be forfeited at least once per calendar year. Notwithstanding the above, current employees with accrued vacation amounts above the fifty (50) day limit shall have until the final pay period of December 2023 to lower their accrued vacation leave amounts to below the fifty (50) day limit, or take advantage of a one-time opportunity to convert any excess vacation leave over the three hundred seventy five (375) hour cap to sick leave in the final pay period of December 2023. Any current employee having more than fifty (50) vacation days on January 1, 2024 shall forfeit all vacation leave amounts above the fifty (50) day limit. Notwithstanding any carry-over, no payment of accrued vacation leave in excess of three hundred seventy five (375) vacation hours (fifty (50) days) shall be made in the event a Non-Unit Professional leaves the College or retires.



3. Requests for vacation leave must be submitted in writing to the Non-Unit 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.
4. A Non-Unit 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.
5. 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 their separation from the payroll, provided no such payment shall exceed the cap of three hundred seventy five (375) vacation hours (fifty (50) days); and further 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 Non-Unit Professional on full travel status shall be compensated for expenses incurred for travel that is required in the discharge of such Non-Unit Professional's prescribed duties and that is authorized as such by the President.

- 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 Non-Unit Professional's home and their regularly assigned office shall not be reimbursable. If an employee works remotely, their regularly assigned office is the location from which they receive their assignments.
- E. Reimbursement shall not be made for expenses incurred for the sole benefit of the Non-Unit Professional, such as, by way of example, valet service, entertainment, and laundry service.
- F. Non-Unit Professionals shall be reimbursed for meals in accordance with the policies of the College and the authorization of the President.

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

### **10.01 Professional Leave**

A. Upon the application of a Non-Unit Professional, and recommendation by their supervisor, the President may grant to such Non-Unit Professional 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 their application for such unpaid leave may include, but shall not be limited to:

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

B. Any Non-Unit Professional granted an unpaid leave of absence shall retain those benefits accrued during the period of their 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 Non-Unit Professional requesting a continuation of their 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 Non-Unit 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. Non-Unit Professionals interested in applying for a sabbatical leave should submit the request to their 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 they intend 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 Non-Unit Professional to make their 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 Non-Unit 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 Non-Unit 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 Non-Unit Professional, upon return from sabbatical leave, shall be restored to their 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 Non-Unit Professional shall retain all rights and benefits that they would normally have enjoyed.

H. Upon completion of their sabbatical leave, they shall submit a report of their 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 salary adjustments.

### **11.02 Procedure**

A. The annual evaluation period for all Non-Unit Professionals shall be from July 1 to June 30, annually. A Non-Unit Professional hired during the evaluation period shall be evaluated for the period of their employment through June 30 to the extent possible. Supervisors are encouraged to consult with Human Resources during the evaluation process and to communicate with employees regarding performance throughout the year with additional evaluations as appropriate.

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

C. The supervisor shall evaluate the Non-Unit Professional's performance at least once per year using that College's evaluation tool. Such evaluation tool shall include, at a minimum, the Non-Unit Professional's self-reflection and goals for the next year, including the Non-Unit Professional's efforts that support the College's strategic plan, including diversity, equity and inclusion, the supervisor's feedback on the Non-Unit Professional's self-reflection and next year goals, and any significant changes to the Non-Unit Professional's job duties. The Non-Unit Professional may respond in writing to the evaluation and/or requirements for improvement and such response shall be added to the Non-Unit Professional's personnel file. A copy of the final evaluation shall be maintained in the Non-Unit Professional's personnel file after review and approval by the appropriate supervisor(s).

D. A Non-Unit 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**

A Non-Unit Professional's prior related work experience and education shall be considered as the prime, though not sole, determining factors for the purpose of establishing their salary. The College may also consider additional factors, including but not limited to, marketplace demands for the position.

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

A Non-Unit 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 Non-Unit Professional may be entitled to additional compensation for the period of time the Non-Unit Professional serves in the acting or interim position. Upon returning to their former position, the Non-Unit Professional shall revert back to their previous salary for that position.

### **12.03 Increase in Responsibilities, Meritorious Service and/or Equity Adjustments**

If a Non-Unit Professional is assigned a permanent and significant increase in responsibilities, the President may approve a salary adjustment to the Non-Unit Professional's annual salary. The President may also approve a salary increase for a Non-Unit Professional who has rendered meritorious service to the College and/or where needed for equity. All determinations are at the sole discretion of the President.

### **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 Non-Unit Professional due to the elimination of their job or position. Retrenchment occurs through no fault or delinquency of the Non-Unit 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 Non-Unit Professional being retrenched pursuant to this policy is entitled to notice under the following conditions:

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

B. Whenever the President determines that retrenchment of a Non-Unit Professional is necessary, the President shall have the sole discretion, and no obligation, to reassign the Non-Unit Professional to another position within the College for which they are qualified.

**13.04** Retrenchment of a Non-Unit Professional is not subject to Chapters XIV or XV. Any Non-Unit Professional who is retrenched at the age of sixty-five (65) or older shall be accorded the same Early Retirement Incentive under Section 5.03(D) of this Handbook as an employee who is sixty-four (64) years old.

## **CHAPTER XIV – RESIGNATION**

A Non-Unit Professional may resign at any time from their employment at the College. The appropriate way to do so is by giving the President advance written notice of the decision to resign and the date on which the resignation is to take effect. In order to allow the College to plan for the needs of its students and the College, including any needed transition, Non-Unit Professionals are requested to provide at least thirty (30) days notice of a resignation where possible except for those who are resigning for the purposes of retirement in which case notice should be consistent with the retirement provisions of this Handbook and applicable state law. Unless mutually agreed to, use of accrued leave (ex. vacation) may not be part of the resignation notice period.



## **CHAPTER XV - DISCIPLINE AND TERMINATION**

### **15.01 Discipline**

When circumstances warrant the College may impose discipline on a Non-Unit 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 shall meet with the Non-Unit Professional, inform their of the reasons for the suspension, and permit the Non-Unit Professional an opportunity to be heard. Thereafter, if suspension is warranted, the Non-Unit Professional shall be notified in writing of the suspension, the effective dates, and a statement of reasons. The notice shall inform the Non-Unit Professional of their right to appeal that decision under Chapter XV. Suspension of a Non-Unit Professional during their probationary period is not subject to the complaint procedure under Chapter XV.

In some instances, a Non-Unit 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 Non-Unit Professional is behaving in a disruptive or threatening manner, and/or when a Non-Unit Professional poses a reasonable risk of harm to themselves or others. Paid administrative leave is granted at the sole discretion of the President.

### **15.02 Termination**

In accordance with the following, the President, may terminate a Non-Unit Professional from their position for cause. Termination for cause may include, but is not limited to, any of the following reasons:

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

### **15.03 Process for Termination**

A. The President, shall meet with the Non-Unit Professional, inform them of the reason(s) for termination, and permit the Non-Unit Professional an opportunity to be heard. Thereafter, if termination is the final decision of the President, the Non-Unit Professional shall be notified in writing of the reason(s) for their termination and the effective date of termination. The notice shall inform the Non-Unit Professional of their right to appeal the decision under Chapter XV. Where, however, the terminated Non-Unit Professional is directly supervised by the

President, they shall have a right to appeal that decision under Section 14.04 of this Chapter. Termination of a Non-Unit Professional during their probationary period is not subject to Chapters XIV or XV.

#### **15.04 Appealing Termination**

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

B. A Non-Unit 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 Non-Unit 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 deemed to be given if hand delivered, mailed by certified mail, return receipt requested, and/or if emailed to the personal email address provided by the Non-Unit Professional. The decision of the Trustees shall be final.

## **CHAPTER XVI - COMPLAINT PROCEDURE**

### **16.01 General Provisions**

- A. This procedure is designed to facilitate the prompt, fair and impartial resolution of complaints. Under this policy, a Non-Unit 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 Non-Unit Professional.
- C. A complaint may be filed at the level at which the action or inaction being appealed occurred.

### **16.02 Definitions**

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

**Complaint** - A complaint asserts an allegation by a Non-Unit Professional that a specific policy of this Handbook has been breached in its application to them. 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 Non-Unit Professional is directly supervised by the President, in which case the Non-Unit 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.

### **16.03 Procedures**

#### **Step 1 (Supervisor and/or Human Resources Level)**

If a Non-Unit Professional believes that a specific policy of this Handbook has been breached in its application to them, they shall file a written complaint with their immediate supervisor or Human Resources, as appropriate depending on the issue, with a copy to the President. The complaint shall be filed within ten (10) days of when the Non-Unit Professional knew or should have known of the breaching event. The Non-Unit Professional and the immediate supervisor and/or Human Resources 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/or Human Resources and delivered to the complaining party within ten (10) days following the meeting.

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

If the Non-Unit Professional is not satisfied with the outcome at Step 1, within ten (10) days of receipt of the Step 1 Memorandum, they 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 deemed to be given if hand delivered, or if mailed by certified mail, return receipt requested, or if emailed to the Non-Unit Professional's College email address, read receipt requested.

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

If the Non-Unit Professional is not satisfied with the decision issued at Step 2, within seven (7) days of their receipt of the Step 2 decision, the Non-Unit Professional may file a written appeal with the President. The written appeal shall detail the Non-Unit Professional's exceptions to the Step 2 decision. The President shall review the hearing decision and the Non-Unit Professional's appeal and shall issue their 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 Colleges' Presidents:

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 Leaves  
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 themselves to the rights afforded under any of these Sections of the Handbook, and the particular Section requires a President to act or exercise their authority, the College's Board of Trustees shall act in the place of the President.

**APPENDIX B**

**LETTER OF APPOINTMENT**

Dear [NAME]

*Optional Introduction (ex. "It is with great pleasure that I confirm your appointment to the position of [Position] in the [Department]. We extend a warm welcome to the Community College! We are thrilled to have you join our team of highly skilled professionals. Or alternate language)*

*Required language:* Your appointment is subject to the following terms and conditions:

- Effective Date of Appointment: \_\_\_\_\_;
- Annual Salary: \_\_\_\_\_;
- Successful background check (ex. CORI);
- 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. For the initial twelve (12) months of employment in this position, you will be considered a probationary employee.

*Required Language if grant funded:* 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.

To formally accept this appointment, please sign this letter, acknowledging your understanding and acceptance of the terms and conditions mentioned above. Kindly return it to the Human Resources Office no later than five (5) days from receipt. Failure to respond within the specified time period, will be considered a rejection of the appointment.

*Optional Conclusion: (ex. "We look forward to your contributions and success at the Community College" or other alternate language)*

Sincerely,

[Supervisor's Name and Title]

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

cc: Personnel file

**APPENDIX C**

**LETTER OF INTERIM APPOINTMENT**

Dear [NAME],

*Optional Introduction (ex. "I am pleased to inform you of \_\_\_\_\_ Community College's offer of interim appointment to the position of \_\_\_\_\_ in the \_\_\_\_\_ Department" or alternate language)*

*Required Language:* Your interim appointment is subject to the following terms and conditions:

- Term of Interim Appointment: DATE to DATE (max one year)
- Annual Salary: \$\_\_\_\_\_ (prorated for the term of the interim appointment)
- Hours of Work: 37.5 hours per week
- Successful completion of background checks (ex. CORI/SORI)
- Compliance with Massachusetts laws and corresponding rules and regulations
- Adherence to the Non-Unit Professional Personnel Policies Handbook
- Adherence to the policies and procedures of the College
- Availability of sufficient funds as appropriated by the Legislature
- Specific job duties to be discussed with your supervisor

The College retains the discretion to discontinue the interim appointment, extend the interim appointment, offer a regular appointment, or post the position and conduct a search for which you shall be eligible to apply. If you were already a current employee when offered the interim appointment and will be returning to your prior position at the conclusion of the interim appointment, you will have no rights to continuation of the salary of the temporary interim position.

Please sign a copy of this letter indicating your acceptance of this interim appointment subject to the terms and conditions stated above and return to me at \_\_\_\_\_ no later than five (5) days from its receipt. If you do not respond within the specified period, I shall consider it to be a rejection of the appointment.

*Optional Conclusion (ex. "We look forward to your contributions and success at the Community College" or other alternate language)*

Sincerely,

[Supervisor's Name and Title]

I accept this interim appointment subject to the terms and conditions stated above.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

cc: Personnel File

**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