

HIGHER EDUCATION
COORDINATING COUNCIL

COMMUNITY COLLEGES
NON-UNIT CLASSIFIED
PERSONNEL POLICIES HANDBOOK
July 1, 1994 - June 30, 1997

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POLICY

The Chancellor of the Higher Education Coordinating Council, subject to the approval of the Council, may make, and from time to time amend, personnel policy covering all groups of Community College employees; however, if said employees are currently or are subsequently covered by a Collective Bargaining Agreement, the contractual provisions shall supersede the comparable chapters of the policy.

PREAMBLE

This policy for non-unit classified employees supersedes all prior applicable policies and procedures adopted by the Massachusetts Higher Education Coordinating Council inclusive of the fifteen Community Colleges. Current Higher Education Coordinating Council policy not covered in this Handbook shall remain in effect.

Unless otherwise specified, wherein this policy requires Presidential action, it shall refer to the College President for college non-unit classified employees.

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

It shall be within the College President's discretion to apply the policies and procedures stated herein to Subsidiary AA Grant-funded non-unit classified employees not otherwise included in any appropriate bargaining unit, to the extent that the terms of their respective grants or non-state appropriated funding source and the level of funding thereunder allow, as determined by the President of the College or his/her designee. They shall, however, apply to all Division of Continuing Education 01 and 02 non-unit classified employees. The factors considered by the President in making his/her decision shall include at least the factors of financial impact on the College and the duration of the grant.

CHAPTER I - FAIR PRACTICES/PROFESSIONAL ETHICS

1.01 The Higher Education Coordinating Council, with the Community College non-unit classified employees, recognizes and affirms its commitment to the policy of non-discrimination with regard to race, color, religious creed, national origin, sex, sexual preference, age, marital status, family relationships and handicap status, pursuant to applicable state and federal laws.

Also, the parties recognize that when employment practices, regardless of intent, discriminate against any group of people on the basis of race, religion, age, sex, national origin, mental or physical handicap 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 equal opportunity in the areas of hiring, upgrading, demotion or transfer, recruitment, layoff or termination, compensation, and in-service or apprenticeship training programs. Therefore, the parties acknowledge the need for positive and aggressive affirmative action.

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

1.03 Non-unit classified 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.

1.04 Non-unit classified employees will avoid outside employment or affiliations which are incompatible with their respective positions and the basic philosophy of the College. Nor will they act on College matters on the basis of personal interest or divulge confidential information to unauthorized persons.

CHAPTER II - GENERAL DEFINITIONS

HECC - as used in this handbook, shall mean the entity of the Higher Education Coordinating Council as defined in Chapter 15A, Section 5, of the Massachusetts General Laws.

Board of Trustees - as used in this handbook, shall mean the entity of the local Board of Trustees governing each Community College as defined in Chapter 15A, Section 9, of the Massachusetts General Laws.

Chancellor - as used in this handbook, shall mean the Chancellor of the Higher Education Coordinating Council or an individual acting in that capacity duly authorized by the Higher Education Coordinating Council.

College(s) - as used in this handbook, shall refer collectively to all Community Colleges' facilities and properties which are now or hereafter under the jurisdiction of the Higher Education Coordinating Council.

College President - as used in this handbook, shall mean the chief executive officer in one of the Colleges within the system or an individual acting in that capacity duly authorized and appointed by the local Board of Trustees.

Day - as used in this handbook, shall mean working day as hereinafter delineated.

Matters of Record - as used in this handbook, shall mean all notices and communication required herein.

Employee - as used in this handbook, shall mean all non-unit classified employees of the Massachusetts Community Colleges working half-time or more.

CHAPTER III - APPOINTMENT AND REAPPOINTMENT

3.01 Duties and Responsibilities

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

3.02 Appointment to Non-Unit Classified Positions

A. All appointments to non-unit classified positions at a College shall be made by the College President. Notification of such appointments shall be in writing and shall state the terms and conditions of the appointment; provided that terms and conditions contained in general applicable policies and rules need not be stated other than by reference. Upon initial appointment or reappointment, the College President shall state in writing whether the policies stated herein shall apply to the appointee.

B. All appointments shall be deemed to be appointments to serve at the pleasure of the College President.

CHAPTER IV - DISCIPLINARY ACTION

4.01 Progressive Discipline

Disciplinary action, when imposed, shall be implemented in progressive stages from minor to severe. Such action is intended to be from a less severe to more severe corrective action in order to bring about the necessary change in work habits.

The provisions of this chapter shall not be applied in an arbitrary or capricious manner. However, in some circumstances actions or omissions which have resulted or will result in harm to the institution, the academic community or its member may require imposition of severe sanctions in the first instance.

4.02 Suspension

The College President may suspend an employee from his/her College duties in accordance with the following:

- A. The employee shall be notified of the suspension, the effective dates, and a statement of reasons. The notice shall inform the person of his/her rights of notice and appeal.
- B. The suspension may be effective immediately in exigent circumstances but in no case may a suspension exceed sixty (60) days.
- C. The suspension may be with or without pay subject to the laws of the Commonwealth.

5.02 The purpose of the new hire probationary period is to provide for the evaluation of an employee over a period of six (6) months. Should that period be interrupted to a significant degree, the new hire probationary period shall be extended to compensate for that absence.

~~5.03 At the completion of the first three (3) months and within one (1) month prior to the completion of such probationary period, each probationary employee shall be evaluated by his/her supervisor. Such evaluation shall be recorded in writing by the supervisor. The supervisor shall also indicate his/her recommendation for the retention or termination of such employee. Such employee shall receive a written copy of the supervisor's evaluation and recommendation and shall upon written request submitted within seven (7) days of receipt be entitled to meet with the supervisor to discuss the evaluation and recommendation prior to their transmittal to the President or designee.~~

5.04 During the new hire probationary period, an employee may be disciplined or terminated without recourse to the appeals procedure set forth in Chapter X.

5.05 An employee whose employment is severed with the College must serve an additional probationary period upon re-employment whether in the same or different job title.

CHAPTER VI - RETRENCHMENT

6.01 Retrenchment shall be defined as the interruption of services of the employee before his/her term of appointment is completed through no fault or delinquency of his/her own.

6.02 Retrenchment procedures may be utilized because of financial exigency, enrollment reduction, or the needs of the College.

6.03 In making any decisions about retrenchment and when the decision is not dictated by the section(s) /program(s) scheduled to be eliminated, the College President shall consider at least the affirmative action goals of the institution, an individual's performance, the length of service, and the needs of the institution. No one of these factors shall be determinative exclusively.

6.04 An employee being retrenched pursuant to this policy is entitled to notice under the following conditions:

- A. Whenever the College President and the Chairperson of the local Board of Trustees determine in good faith that it is necessary to retrench the employee, the College President shall give notice of the retrenchment with the reasons stated therefor to the employee. The effective date of retrenchment will be a minimum of sixty (60) calendar days after the

receipt of notice. The written notice shall include a statement that the employee may file an appeal under Chapter X.

B. Whenever the College President and Chairperson of the local Board of Trustees shall determine that a retrenchment of an employee is necessitated by programmatic changes, declining student enrollment, and/or change in the focus and needs of the College, the College President shall notify the employee at least one hundred and twenty (120) calendar days prior to the effective date of the action. The written notice shall include a statement that the employee may file an appeal on this action under Chapter X.

C. Whenever the President of the College and the Chairperson of the local Board of Trustees shall determine that retrenchment of an employee is necessitated by programmatic changes, declining student enrollment and/or change in the focus or needs of the College, the employee shall not be released unless reasonable efforts to reassign that member to an equivalent or similar position within the College for which he/she is qualified have been exerted.

6.05 An employee who has been notified that he/she is to be retrenched shall be deemed to be on "lay off status" for three years. "Lay off status" shall entitle the employee to be recalled if the conditions which necessitates retrenchment subsequently changes. If an employee is reinstated his/her grade and step shall be the same as before retrenchment. However, this shall not be construed to entitle the employee to appointment or reinstatement for a term beyond that of his/her original contractual period.

6.06 All employees on "lay off status" shall receive priority consideration for any vacancy at any Community College for which they are qualified. A College President may select a qualified candidate from among those on "lay off status" without recourse to advertising the vacant position. However, this provision should in no way be interpreted as a guarantee of employment.

6.07 An employee dissatisfied with the application of this chapter may claim a hearing in accordance with appeals procedure set forth in Chapter X.

CHAPTER VII - FILLING OF VACANCIES/PROMOTIONS

7.01 Generally, all vacancies shall be advertised in the customary manner. This in no way precludes current Community College employees from applying for and being appointed by the College President to the position.

7.02 An applicant's performance in his/her present job and his/her capacity for professional growth shall be one of the factors considered by the College President in making his/her final decision.

7.03 If an employee is assigned in writing by the College President to a vacant higher level position in an acting capacity for a period of more than thirty (30) days in a one hundred and twenty (120) day period, then he/she shall be entitled to additional compensation in such amount as approved by the College President.

7.04 Promotions

The Higher Education Coordinating Council acknowledges the importance of recognizing an individual's outstanding job performance and excellent qualifications with a promotion to a position title in a higher capacity. Mobility within the College system ensures that the quality employee will not leave the Community College solely because of a lack of promotional opportunities. In recognition of this fact, the College President may appoint an employee to a position within that individual's career ladder provided that he/she determines that:

- A. The College is in compliance with its affirmative action plans and/or is making reasonable progress to comply in good faith with its affirmative action plan.
- B. The individual appointed meets the standard qualifications for the position.
- C. This procedure is not used to defeat the policy of equal employment opportunity.

7.05 Nothing stated herein shall preclude the College from advertising the position even after it has complied with its affirmative action goals.

CHAPTER VIII - EVALUATION/PERSONNEL FILES

8.01 Performance evaluation of an employee shall be made annually by the immediate supervisor. Such evaluation will be recorded in writing on a form similar to the one attached hereto as Appendix C and shall be made on the basis of the following criteria:

- 1. Quality and quantity of work;
- 2. Work habits;
- 3. Work attitudes;
- 4. Working relationship with others;
- 5. Supervisory ability (if employee supervises others).

Each employee shall receive a written copy of his/her evaluation and shall be entitled to discuss the evaluation with his/her immediate supervisor and, if requested, with the supervisor of the next higher level who has been so assigned.

The Personnel Officer shall receive all evaluations from the immediate supervisors and shall retain such evaluations, together with any recommendations

made on the basis of such evaluation and any evidence or materials submitted in support of such evaluation, in the respective personnel file on each employee.

Any evaluation so retained in respect to any employee may be reviewed by such employee in the office of the Personnel Officer at any reasonable time upon prior written notice. Such employee shall have the right to file a written statement in response to any such evaluation.

8.02 An employee shall have the right to inspect his/her personnel file during regular business hours upon request and when necessary by appointment.

Whenever any evaluative material is inserted into the personnel file or records of an employee, such employee shall be given a copy of such material within a reasonable time.

The employee may challenge the accuracy or propriety of such material by filing a written statement of the challenge in the personnel file.

CHAPTER IX - PROFESSIONAL DEVELOPMENT

9.01 The Higher Education Coordinating Council recognizes the importance of continuing education for its employees in order to facilitate the individual's professional development and enable him/her to maximize the potential for advancement.

9.02 The Higher Education Coordinating Council shall support and encourage efforts by the Colleges to develop and provide programs and services to maximize the potential for professional growth and development.

9.03 The Higher Education Coordinating Council agrees that all full and half-time non-unit classified employees shall be entitled to credit or non-credit courses in the day, evening and summer sessions in any Community College in the system without payment of tuition.

9.04 The spouse and/or dependent child or children, including any adopted or stepchild or children of any full-time non-unit classified staff member who shall have been admitted as a student in the regular day program at any Community College in the Commonwealth shall be entitled to matriculate as a student in such program without payment of tuition subject to guidelines established by vote of the Board of Regents on January 11, 1983.

9.05 Full-time non-unit 01 and 02 classified staff members, their spouses and dependent children are eligible for one hundred percent (100%) tuition remission in any regular state-supported program or fifty percent (50%) remission in any self-sustaining program of continuing education at any State College or University in the system subject to the Board of Regents' Guidelines for Tuition Remission for Employees of the Commonwealth as adopted in May 1984 (Appendix D).

CHAPTER X - APPEALS PROCEDURE

10.01 General Provisions

A. This procedure is designed to facilitate the prompt, fair, impartial and informal settlement of appeals. Under this policy, a non-unit classified employee has the opportunity to be heard at each step of the procedure.

B. The resolution of an appeal 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 classified employee

C. An appeal may be filed at the level at which the action or inaction being appealed occurred.

10.02 Definitions

Appeal - An appeal is an allegation by a non-unit classified employee or group of non-unit classified employees that a specific policy, contained herein, of the Higher Education Coordinating Council or a specific policy of the community college has been breached in its application to him/her/them.

Complaint - A complaint is a written statement of an appeal as herein-before defined. A complaint shall state all the known facts pertaining to the alleged breach on which the appeal is based, including but not limited to, the date when such breach is alleged to have occurred. The complaint shall also state with particularity the specific policy allegedly breached. All exhibits upon which the appellant intends to rely shall be appended to the complaint at Step I. Thereafter, additional evidence may be submitted, solely for the purposes of rebuttal, at the time the notice is filed at the subsequent appeal levels.

Appeal Day - Appeal day shall mean a working day from Monday to Friday, except working days when there is a skeleton force authorized by proper authorities.

Professional Judgment - For the purposes of this procedure, every decision to renew or fail to renew an appointment, to terminate any such appointment, or to grant or refuse to grant a sabbatical leave, a promotion or a salary increase, shall be deemed to have been made pursuant to an exercise of professional judgment; and that every appeal that, explicitly or by implication, questions the merits of any such decision, but no other decision, shall be deemed to be an appeal that questions 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.

10.03 Procedures

Step 1. If a non-unit classified employee believes that a specific Higher Education Coordinating Council/college policy 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 College President. The complaint shall be filed within seven (7) days of the event. The non-unit classified employee and the immediate supervisor shall meet within reasonable time to attempt to resolve the problem. A written memorandum of the outcome of this meeting shall be prepared by the supervisor.

Step 2. If the non-unit classified employee is not satisfied, he/she shall file, within ten (10) days of the meeting, a copy of the complaint with the College President and shall request a meeting. The College President or his/her designee shall arrange to meet, at a mutually convenient time, with the parties and attempt to resolve the issues. After meeting, if no resolution is reached, the President or his/her designee shall issue to the parties a written statement of findings and recommendations.

Step 3. If the non-unit classified employee is not satisfied with the outcome at Step 2, he/she may file with the Contract Administrator/Hearing Officer in the Office of the Community College Counsel within twenty-one (21) days of receipt of the decision, a copy of the original appeal and a statement which details his/her exceptions to the Step 2 findings and recommendations and request a hearing or a determination without a hearing on the matter. The Contract Administrator/Hearing Officer shall give reasonable notice of the time, date, and place of the hearing. At the hearing, the rules of evidence shall not apply. Each party shall have the right to call and examine witnesses, to cross-examine witnesses who testify, and to introduce other evidence. The non-unit classified employee may be represented by an attorney at his/her own expenses, by a designated representative or by him or herself.

The Contract Administrator/Hearing Officer shall arrange to have an official record made, but need not transcribe the shorthand notes or recordings. If requested, the Contract Administrator/Hearing Officer shall make available a copy of the record at reasonable cost to the non-unit classified employee.

The Contract Administrator/Hearing Officer shall issue a written decision within forty (40) days of the hearing. The decision shall be delivered or mailed certified mail, return receipt requested to the non-unit classified employee and to his/her designated representative or attorney of record.

The Contract Administrator/Hearing Officer's decision shall be final and binding. No new issues may be raised at Step 3 beyond those raised in the initial complaint.

XI - LEAVE CHAPTER

11.01 Sick Leave

A. A full-time employee shall accumulate sick leave with pay credits at the rate of one and one-quarter work days for each full payroll month of employment for a total of fifteen (15) days per year. An employee on any leave with pay or industrial accident leave shall accumulate sick leave credits.

B. A regular part-time employee shall accumulate sick leave credits in the same proportion that his/her part-time service bears to full-time service.

C. Sick leave shall be granted at the discretion of the College President to an employ 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 twenty (20) days per fiscal year, except in cases of demonstrated medical emergency or life threatening/terminal illness in which case an employee may use up to thirty (30) 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. A full-time employee shall not accrue sick leave credits for any month in which he/she was on leave without pay or absent without pay for a total of more than one (1) day.

E. Where the College President or designee has reason to believe that sick leave is being abused, he/she may require the submission of satisfactory medical evidence from a qualified health care professional. Such request shall be made within seven (7) working days of either the date of suspected abuse or return of the employee, whichever is later. Failure of an employee 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 College President result in the absence being treated as absence without pay.

The College President or designee may at his/her discretion grant the employee reasonable time during the employee's regular tour of duty, if necessary, to seek the proper medical evidence as required above.

F. The College President 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 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 ten (10) consecutive working days shall provide the College President with reasonable notice of his/her intent to return.

G. Sick Leave must be charged against unused sick leave credits in units of one-half hour or full hours, but in no event may the sick leave credits used be less than the actual time off.

H. 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 (g).

I. 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.

J. A regular part-time employee shall not accrue sick leave credits for any payroll month in which he/she was on leave without pay or absent without pay in the same proportion that his/her service bears to one (1) day of service of a full-time employee.

K. Notification of absences under this Chapter must be given to the designated representative of the College President at least one hour prior to the beginning of the scheduled tour of duty. If such notification is not made, such absence may at the discretion of the College President be applied to absence without pay. In circumstances beyond the control of the employee, such notification shall be made as early as possible on the day of the absence.

L. 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.

M. Employees whose service with the College President is terminated shall not be entitled to any compensation in lieu of accumulated sick leave credits. Employees who

retire or in the case of the death of the employee shall be paid twenty percent (20%) of the value of their unused accrued sick leave at the time of their retirement. It is understood that any such payment will not change the employee's pension benefits.

N. 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.

11.02 Sick Leave Bank

A. Upon the approval of this handbook, there shall be established a Sick Leave Bank in conjunction with the Non-Unit Professional Handbook.

B. An employee may become a member of the Sick Leave Bank by assigning to the Bank during the month of October one (1) day of his/her sick leave accumulation with notice to the College President or his/her designee. The President or his/her 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 twenty-five (25) days, the College President or his/her designee shall notify all members and any member wishing to remain a member to assign within fifteen (15) days of receipt of said notice one (1) personal sick day to the Bank.

D. Employees shall be eligible to apply for sick leave from the Bank only after all other available sick leave has been exhausted and the person has been off the payroll for five (5) working days.

E. At each College there shall be appointed by the College President on an annual basis a Sick Leave Committee composed from three to five members. The Committee shall consider each application for sick leave based upon at least the following criteria: history of employment, prior sick leave usage, nature of illness, and supervisor's recommendations.

F. The granting of sick leave from the Bank shall be subject to the same criteria as regular sick leave days and shall be in all other respects consistent with HIGHER EDUCATION COORDINATING COUNCIL's policy; provided, however, that such sick leave shall be available only for the illness of the person and not for illness of his/her family.

In extraordinary circumstances, if the accumulated sick leave of a non-unit classified employee is expended and/or the Sick Leave Bank is exhausted, the non-unit classified member may request from the President an extension of sick leave benefits for purposes provided in this chapter.

11.03 Paid Personal Leave

On the first payroll day of the new fiscal year, full-time employees will be credited annually with three (3) paid personal leave days which must be taken during

the following twelve (12) months at a time or times requested by the employee and approved by the College President or designee. Any paid personal leave not taken by the last day of a fiscal year will be forfeited by the employee. Personal leave days for regular part-time employees will be granted on a pro-rated basis. Personal leave may be available in units of two (2) hours and may be used in conjunction with vacation leave.

Full-time employees hired during the fiscal year will be credited with personal leave days in accordance with the following schedule:

Personal Leave

<u>Date of Hire</u>	<u>Days Credited</u>
	<u>Personal</u>
Beginning of Fiscal Year - September 30:	3
October 1 - December 31:	2
January 1 - March 31:	1
April 1 - End of Fiscal Year:	0

11.04 Bereavement Leave

Upon evidence satisfactory to the College President of the death of a spouse, child, parent, brother, sister, grandparent, great-grandparent or grandchild of an employee, or parent of spouse, or person living 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 addition, a maximum of two (2) consecutive working days shall be available for use by an employee in the case of the death of the spouse's brother, sister, grandparent, great-grandparent or grandchild.

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

11.05 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.

11.06 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.

11.07 Military Leave

A. An employee shall be entitled during the time of his/her service in the Armed Forces of the Commonwealth under Section 38, 40, 41, 42 or 60 of Chapter 33 of the General Laws to receive pay therefor 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 therefor 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.

11.08 Maternity and Adoptive Leave

A full-time employee who has been employed for at least three (3) consecutive months and who is absent from her/his employment with the Commonwealth for a period not exceeding eight (8) weeks for the purpose of giving birth or adopting a child shall be granted maternity or adoptive leave without pay if the request for such leave is made to the College President at least two (2) weeks in advance of the anticipated date of departure. If an employee has accrued sick leave or vacation credits at the commencement of her/his maternity or adoptive leave, the employee may use such leave credits for which she/he may be eligible under the sick leave or vacation provisions of this handbook.

At the expiration of the maternity or adoptive leave, the employee will be restored to his/her previous position or similar position with the same status, pay and length of service credit as of the date of the leave.

If during the period of the leave employees in the same or similar position in the department have been laid off through no fault of their own, the employee will be extended the same rights and benefits, if any, extended to employees of equal length of service in the same or similar position in the department. Maternity or adoptive leave granted under this Chapter shall not affect the employee's right to receive any contractual benefits for which the employee was eligible at the time of his/her leave.

If, upon the request of an employee, the College President grants a leave beyond eight (8) weeks, such leave shall be considered a regular leave of absence without pay. The period of such unpaid leave shall not be included in any computation of contractual benefits, rights or advantages.

Not later than two (2) weeks prior to the expiration of the eight weeks' maternity or adoptive leave, an employee may request a return to work at reduced time. If approved by the President, said employee shall accrue benefits in the same proportion that such part-time service bears to full-time service.

11.09 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.

11.10 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 fecal seminars and programs designed to improve his/her knowledge and understanding of civil defense.

11.11 Blood Donations

Leave of absence with pay may be granted for the purpose of donating blood not to exceed two (2) hours.

11.12 Unpaid Personal Leave

Unpaid personal leave other than hereinbefore specified may be granted to an employee upon the written request at least thirty (30) days in advance. Approval may not be unreasonably denied. Retirement, seniority, sick leave, vacation credit and time accrual for step increases shall not accrue during the term of such leave.

11.13 Parental Leave

Upon written application to the appointing authority, including a statement of any reasons, any employee who has completed any applicable probation period and who has been employed at least three (3) consecutive months and who has given at least two (2) weeks prior notice of his/her anticipated date of departure and who has given notice of his/her intention to return may be granted a parental or adoptive leave for a period not exceeding six (6) months. Such leave shall be without pay for such period. The purpose for which an employee may submit his/her application for such unpaid leave shall be limited to the need to care for, or to make arrangements for the care to, a minor dependent child of the employee, whether or not the child is natural, adopted or stepchild of such employee.

11.14 Family and Medical Leave

The Family and Medical Leave Act Policy for non-unit employees is hereby incorporated into this Policy.

CHAPTER XII - HOLIDAYS

12.01 The following days shall be holidays for employees:

- New Year's Day
- Bunker Hill Day
- Martin Luther King Day
- Independence Day

- Presidents' Day
- Evacuation Day
- Patriots' Day
- Memorial Day
- Christmas Day
- Labor Day
- Columbus Day
- Veterans' Day
- Thanksgiving Day

12.02 When a holiday occurs on the regularly scheduled work day of an employee, he/she, if not required to work that day, shall be entitled to receive his/her regular day's pay for such a holiday.

12.03 When a holiday occurs on a day that is not an employee's regular work day, if the employee's usual work week is five (5) or more days, he/she at the request of the employee may receive pay for one (1) day at his/her regular rate of pay or one (1) compensatory day off with pay within one hundred and twenty (120) days following the holiday to be taken at a time approved by the College President.

Employees subject to periodic layoff may use earned compensatory time with the prior approval of their supervisor at any time prior to June 30 of the fiscal year in which such time is earned.

12.04 An employee required to work on a holiday may opt to be compensated at the rate of two (2) times his/her regular rate of pay or receive pay for one (1) day at his/her regular rate and one (1) compensatory day off with pay within one hundred and twenty (120) days following the holiday to be taken at a time approved by the College President.

12.05 An employee not otherwise entitled to Suffolk County holidays pursuant to Section 1 above and who is scheduled to work on such holiday shall be entitled to one (1) day off with pay in lieu of each Suffolk County holiday. Additionally, an employee who is not scheduled to work on a Suffolk County holiday, if the employee's usual work week is five (5) or more days, shall be entitled to one (1) day off with pay in lieu of each of the Suffolk County holidays. Such day off shall be approved by the College President and taken by the employee within one hundred and twenty (120) days.

12.06 Whenever any holiday falls on Sunday, such holiday shall be deemed to fall on the day following. Whenever any holiday falls on a Saturday, such holiday shall be deemed to fall on the day preceding. Such holidays shall be granted in accordance with and subject to the foregoing provisions of this Chapter. However, if an employee is scheduled to work on such a Saturday or Sunday, that work day shall be deemed to be the holiday in accordance with the preceding Section 4.

12.07 Whenever the College President or the appropriate designee has been informed that any work day has in whole or in part been declared a skeleton day, the Chief Executive Officer of the campus or designee shall determine who among the employees shall be released with pay from the regularly scheduled duties for the duration of the skeleton day.

12.08 An employee who is on leave without pay or is absent without pay for any part of his/her scheduled work day immediately preceding or immediately following a holiday shall not receive holiday pay or a compensatory day off for the holiday.

12.09 An employee scheduled to work on a holiday and who fails to report as scheduled shall be recorded as absent without pay unless the employee properly notifies the administration at least one (1) hour prior to the beginning of the scheduled tour of duty. In circumstances beyond the control of the employee, such notice shall be made as early as possible on the day of absence. An employee who is granted paid leave for a holiday on which he/she is scheduled to work shall not receive holiday pay or a compensatory day off for that holiday.

CHAPTER XIII - VACATIONS

13.01 Beginning at the end of the first full payroll month (hereinafter in this Chapter "month") of employment, vacation leave with pay shall be credited to full-time employees at the end of each payroll month of employment as follows:

Length of Continuous Full- Time "Creditable Service" as of the End of Each:

<u>Applicable Month</u>	<u>Vacation Leave Accrued</u>
Less than fifty-four (54) months (less than 4-1/2 years)	5/6 day per month (Total: 10 days per year)
Fifty-four (54) months, but less than one hundred fourteen (114) months (4-1/2 to 9-1/2 years)	1-1/4 (1.25) days per month (Total: 15 days per year)
One hundred fourteen (114) months but less than one hundred seventy-four (174) months (9-1/2 to 14-1/2 years)	1-2/3 (1.66) days per month (Total: 20 days per year)
One hundred seventy-four (174) months but less than two hundred thirty-four (234) months (14-1/2 to 19-1/2 years)	2-1/12 (2.08) days per month (Total: 25 days per year)

13.02 For determining vacation status under this Chapter, "creditable service" shall be used. All service beginning on the first working day of the first full payroll month at the College where rendered and all service thereafter becomes "creditable service" provided there has not been any break of three (3) years or more in such service as referred to in Chapter 13. In computing an employee's vacation status, all "creditable service" from the first working day at the College up to the end of each full payroll

month of service rendered shall constitute the "creditable service" which shall be used to establish vacation credits for such month. Anything in the foregoing to the contrary notwithstanding, an employee shall on the effective date of this handbook be deemed to have that "creditable service", if any, which he/she had just prior to this handbook.

13.03 A regular part-time employee shall be granted vacation leave in the same proportion that his/her part-time service bears to full-time service.

13.04 Vacation leave accrued during any payroll month shall be credited on the last day of the payroll month based on the employee's full-time equivalent status on that date and shall be available for use on the following day.

13.05 A full-time employee on leave without pay and/or absent without pay for two (2) or more cumulative days in any month shall not accrue vacation leave for such month. Such month shall not be deemed to be "creditable service".

13.06 A regular part-time employee who is absent without pay and/or on leave without pay for that number of hours that his/her service bears to the service of a full-time employee as described in Section 5 shall not accrue vacation leave for such month. Such month shall not be deemed "creditable service".

13.07 An employee who is reinstated or re-employed after less than three (3) years shall have his/her prior service included in determining his/her continuous service for vacation purposes.

13.08 Vacation leave shall normally be scheduled and taken during the vacation year in which it becomes available, provided, however, that a non-unit classified member may at his/her discretion carry over up to sixty-four (64) vacation days from year to year; provided, further, that in no event shall vacation credits in excess of sixty-four (64) days be carried over for more than one (1) year unless otherwise approved in writing by the College President. Unused vacation days in excess of sixty-four (64) days shall be converted to sick leave at the end of each fiscal year. Notwithstanding any carry-over, no payment of accrued vacation leave in excess of sixty-four (64) days shall be made in the event a non-unit classified employee leaves the College or retires.

Vacation leave shall be taken in accordance with a schedule that shall be established by the supervisor (and subject to the approval of the College President or his/her designee).

13.09 Absences on account of sickness in excess of the authorized sick leave provided in this handbook (or for personal reasons not provided for under said sick leave provisions) may be charged, unless otherwise notified by said employee, to personal leave, if any, then to vacation leave, if any.

13.10 Charges to vacation leave credit may be allowed in units of one-half (1/2) hour.

13.11 Upon the death of an employee who is eligible for vacation under this handbook, payment shall be made in an amount equal to the vacation leave which had been

accrued prior to the employee's death but which had not been used by the employee up to the time of his/her separation from payroll; provided that no monetary or other allowance has already been made therefor. The Board of Trustees shall authorize payment of such compensation upon the establishment of a valid claim 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;

Second: If there is no designated beneficiary, to the estate of the deceased.

13.12 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 leave that had been accrued prior to such termination but which had not been used; provided that no monetary or other allowance had already been made therefor.

13.13 An employee who is reinstated or re-employed shall be entitled to his/her vacation status at the termination of his/her previous service; provided, however, that no credit for previous service may be allowed where reinstatement occurs after an absence of three (3) years unless approval of the College President is secured for any of the following reasons:

1. Illness of employee;
2. Dismissal through no fault or delinquency attributable solely to the employee;
3. Injury while in the service of the Commonwealth in the line of his/her duties and for which the employee would be entitled to receive workers' compensation benefits.

13.14 An employee who is granted a leave of absence to enter service in the Armed Forces of the United States under the provisions of Chapter 708, Acts of 1941 as amended and who, upon honorable discharge from such service in said Armed Forces, returns to the service of the College, shall be paid an amount equal to the vacation leave which had been accrued prior to his/her entry into such service in said Armed Forces but which had not been used prior to military leave; provided that no monetary or other allowance has already been made therefor.

13.15 An employee who is reinstated after military leave may be granted vacation allowance up to the equivalent of twelve (12) months' accrual as of the date on which he/she returned or returns; provided that, prior to such military leave, vacation had not been used or compensation paid in lieu thereof for the same year. Neither the above usage nor absence due to military leave shall in any way affect vacation credits accrued by such employee in any full payroll month of employment after he/she returns from military service.

13.16 Vacation leave shall accrue to an employee while on leave with pay status or on industrial accident leave, excluding employees on extended sick leave in accordance

with the provisions of the Sick Leave Bank under the Non-Unit Classified Personnel Policies Handbook.

13.17 Vacation leave accrued following a return to duty after leave without pay or absence without pay shall not be applied against such leave or absence.

13.18 Vacation status previously earned by an employee while in the employ of the Commonwealth or any of its cities, towns or municipalities prior to employment as a member of one of the bargaining units shall be retained by such employee, provided that no break in service of three (3) years or more occurred between termination of such prior employment and the commencement of employment by the Board. An employee, in order to retain such previously earned status, must submit to the College President within sixty (60) calendar days of employment evidence attesting to such prior employment and such status.

CHAPTER XIV - OVERTIME AND WORK SCHEDULE

14.01 General Provisions

A. An employee shall be compensated at the rate of time and one-half his/her regular rate of pay for overtime work performed in excess of eight (8) hours in a day or forty (40) hours per week.

B. An employee whose regular work week is less than forty (40) hours shall be compensated at his/her regular rate for authorized overtime work performed up to forty (40) hours per week that is in excess of his/her regular work week.

C. An employee shall be compensated at a rate of time and one-half his/her regular hourly rate of pay for authorized overtime work performed in excess of eight (8) hours in his/her regular work day except that an employee whose regular work day is more than eight (8) hours shall be compensated at the rate of time and one-half his/her regular hourly rate of pay for authorized overtime work performed in excess of his/her regular work day. Compensatory time off computed at time and one-half in lieu of overtime compensation may be authorized by the College President upon request of the employee.

D. The College shall not for the purpose of avoiding the payment of overtime curtail or modify scheduled hours of an employee during the remainder of the work week in which the employee has previously worked hours beyond his/her normally scheduled work day.

E. All time for which an employee is on full pay status, including periods of sick leave, vacation or other paid leave of absence, shall be considered time worked for the purpose of calculating overtime compensation.

F. There shall be no duplication of pyramiding of the premium pay for overtime work provided for in this Agreement.

G. Overtime shall be distributed as equitably and impartially as practicable among employees in each work location who ordinarily perform such work in the normal course of their work week.

H. An employee may not refuse to perform compulsory overtime except for reasons acceptable to the College President when it is determined that the work must be performed on an overtime period or involving the protection of persons or property of the President. Prior to invoking compulsory overtime, if safety and security permit, the President will solicit volunteers. Failure on the part of an employee to work an overtime assignment as described above without such reason shall be wrongful and may result in the imposition of disciplinary measures.

I. The provision of the Chapter shall not apply to employees on full travel status.

J. Employees who work three or more hours of authorized overtime, exclusive of meal times, in addition to their regular hours of employment, or employees who work three or more hours exclusive of meal times, on a day other than their regular work day shall be reimbursed for expenses incurred for authorized meals, including tips, not to exceed the following amounts and in accordance with the following time periods:

<u>Meal</u>	<u>Maximum Allowance</u>	<u>Applicable Period</u>
Breakfast	\$3.00	3:01 a.m. - 9:00 a.m.
Lunch	\$4.75	9:01 a.m. - 3:00 p.m.
Dinner	\$7.50	3:01 p.m. - 9:00 p.m.
Midnight Snack	\$3.00	9:01 p.m. - 3:00 a.m.

14.02 Regular Meal Periods

A meal period shall be scheduled as close to the middle of the shift as possible considering the needs of the College and the needs of the employee. This provision shall not be deemed to prohibit any employee from taking courses during meal breaks in the regular day program at the College at which he/she is employed; provided, however, that the scheduling of any meal break other than the regular meal break for the purpose of enabling an employee to take such course shall be done only with the prior approval of the Departmental Supervisor and the Institutional Personnel Officer or designee. Such meal break shall be unpaid and shall include sufficient time as determined by the Institutional Personnel Officer or designee to travel to and from the class location to the work area. The starting and ending time of the individual's shift shall be modified to ensure the completion of a full work day. This provision shall be used for the taking of courses between the hours of 11:00 a.m. to 2:00 p.m. and 5:00 p.m. to 7:00 p.m. only.

14.03 Rest Periods

Rest periods of a maximum of fifteen (15) minutes shall be given to employees in each one-half (1/2) tour of duty.

14.04 Call Back

An employee who has left his/her place of employment after having completed work on his/her regular tour of duty and is called back to work prior to the commencement of his/her next scheduled tour of duty shall receive a minimum of four (4) hours' pay at his/her regular hourly overtime rate. This section shall not apply to any employee who is called in to start his/her shift early and who continues to work that shift.

14.05 Stand-By

A. An employee who is ordered by the Department Head to be available on a stand-by basis to report to duty when necessary shall be reimbursed at a rate not to exceed ten (10) dollars for such stand-by period.

B. The stand-by period shall be fifteen (15) hours in duration for any night stand-by duty and shall be nine (9) hours in duration for any daytime standby.

C. Stand-by duty shall mean that a Department Head has ordered an employee to be immediately available for duty upon receipt of a message to report to work. If any employee assigned to stand-by duty is not available to report to duty when called, no stand-by pay shall be paid to the employee for the period.

14.06 Paid Detail

Employees who work paid details shall be compensated at the rate of time and one-half (1-1/2) their regular rate. Such work performed on a holiday shall be compensated at a rate of not less than time and one-half (1-1/2).

CHAPTER XV - TRAVEL AND CONFERENCE EXPENSES

15.01 Subject to the following provisions, an employee on full travel status shall be compensated for expenses incurred for travel that is required in the discharge of such employee's prescribed duties and that is authorized as such by the College President or his/her designee. The employee shall be reimbursed as follows:

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

B. Effective with the passage of this policy by the Higher Education Coordinating Council, 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 less federal taxes shall be allowed provided that receipted bills shall be first submitted for such charges.

D. Transportation between an employee'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 employee such as by way of example valet service, entertainment and laundry service.

F. Employees shall be reimbursed for the actual cost of meals in accordance with the policies of the College and the authorization of the President or his/her designee.

CHAPTER XVI - INSURANCE BENEFITS

16.01 The Higher Education Coordinating Council agrees to provide all non-unit classified staff members health insurance benefits consistent with those granted to other non-unit state employees.

CHAPTER XVII - SUPPLEMENTAL BENEFITS

17.01 Pension

The Higher Education Coordinating Council agrees that all provisions of the State Retirement Plan shall pertain to non-unit classified staff members.

17.02 Workers' Compensation

Non-unit classified staff members shall come under the provisions of the Massachusetts Workers' Compensation Act, Massachusetts General Laws, Chapter 152.

17.03 Tax-Sheltered Annuities

The Higher Education Coordinating Council shall continue to provide for the purpose of tax-sheltered annuities for non-unit classified staff members pursuant to the provisions of Massachusetts General Laws, Chapter 15, Section 18A.

17.04 Legal Assistance

Legal assistance shall be provided to non-unit classified staff members by the Attorney General's Office in cases of assault in accordance with the provisions of Massachusetts General Laws, Chapter 12, in addition to legal assistance being provided to employees arising out of the performance of their assigned duties.

17.05 Early Retirement Incentive

A. Eligibility

Any non-unit classified employee who has served at least ten (10) years in the community college system, who is eligible to retire under the retirement system of the Commonwealth of Massachusetts, 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 classified employees who have been notified that they will be retrenched or non-unit classified employees who will retire because of medical reasons consistent with Chapter XI, Section 11.01 who are otherwise eligible and have applied in writing.

C. Compensation

An eligible non-unit classified employee 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 classified employee on Retirement Date

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

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 of the College or his/her designee.

D. Maximum Payment

The early retirement incentive and the amount payable to the Retiree in accordance with Chapter XI, Section 11.01 H together shall in no case exceed seventy percent (70%) of the Retiree's salary as of the date of his/her retirement.

E. Special One-Time Bonus for Super-Annuated non-unit classified employees

Any non-unit classified employee who has attained the age of sixty-five (65) as of the date of the approval of this Handbook, and who retires prior to one year subsequent to date of the approval of this Handbook, shall be accorded the same rights under this section as an employee who is sixty-four (64) years old, but less than sixty-five (65) years old as of the date of the approval of this Handbook.

F. Retrenchment

Any non-unit classified employee 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.

17.06 Tuition Waiver

Effective September 1, 1984, all full-time non-unit classified employees paid from the 01 or the 02 subsidiary 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 F. This provision shall include the spouse and dependent child or children of a qualified non-unit classified employee.

CHAPTER XVIII - CLASSIFICATION STATUS

18.01 Class Specifications

The College shall provide the employee with a copy of the class specification of each title covered by this handbook for which such a specification exists.

Each employee shall be permitted by the College to have access to examine his or her class specification.

18.02 Individual Appeal of Classification

The non-unit classified employee may appeal a reclassification or reallocation which is governed by the provisions of Section 49 of Chapter 30 of the Massachusetts General Laws.

18.03 Appeal of Classification of "Trust Funded" Position

An employee in a "trust-funded" position who seeks a reclassification shall adhere to the following procedure:

An employee in a "trust-funded" position who seeks a reclassification of that position may request an audit of the position through the Human Resources/Personnel Department.

The employee shall file said form with the Director of Personnel/Human Resources.

The Director of Personnel/Human Resources or designee shall conduct a job audit within ninety (90) calendar days of receipt of the request.

Within ten (ten) working days of completion of the job audit, the Director of Personnel/Human Resources or designees shall hold a hearing.

The Director of Personnel/Human Resources shall make a final determination within thirty (30) calendar days of the hearing.

The decision of the Director of Personnel/Human Resources may be appealed within ten (10) calendar days to the President who shall issue a decision within thirty (30) calendar days of receipt of the appeal.

When such reclassification request is granted, the monies necessary to fund such reclassification shall be budgeted for the following fiscal year, and, if funds are available, such reclassification shall be effective at the beginning of the payroll week next following the date of the appeal to the Director of Personnel/Human Resources.

18.04 The 1986-89 Non-Unit Classified Personnel Policies Handbook contains the following provision:

The Higher Education Coordinating Council recognizes the need to review the staffing patterns and grade levels of non-unit classified staff members at the Community Colleges and hereby agrees to establish a Task Force to study the above and make recommendations to the Higher Education Coordinating Council accordingly. The Task Force will begin the study no later than August 1, 1991, and issue its results to the Higher Education Coordinating Council and Community College Presidents by July 31, 1991.

The Presidents have made substantial attempts to upgrade non-unit classified staff members but have not yet been able to achieve this goal. The Presidents intend to continue to press for appropriate reclassification.

CHAPTER XIX - SALARIES

19.01 Employees Hired, Reinstated, or Reemployed on or After June 24, 1990

The salary rate for an employee hired, reinstated, or reemployed on or after June 24, 1990 shall be Step 1 for the job group of his/her position except in cases where an employee is hired at an approved salary rate above the usual hiring rate.

19.02 Step Rate Increases and Promotions

A. An employee shall advance under the terms of this Agreement to the next higher salary step in his/her job group until the maximum salary rate is reached unless he/she is denied such step rate by his/her College President. An employee shall progress from one step to the next higher step after each fifty-two weeks of creditable service in a step commencing from the first day of the payroll period immediately following his/her anniversary date or promotion date as determined within this Chapter.

In the event an employee is denied a step rate increase by his/her College President, he/she shall be given a written statement of reasons therefor not later than five (5) days preceding the date when the increase would otherwise have taken effect. Time off the payroll is not creditable service for the purpose of step rate increases.

B. Whenever an employee receives a promotion to a position as defined in Chapter VII, the employee's new salary rate shall be calculated as follows:

1. Determine the employee's salary rate at his/her current job group;
2. Add to this figure the "promotion factor" of the higher job group (the one to which he/she is being promoted);
3. Compare the resultant sum to the rates for the higher job group into which the employee is promoted;
4. The employee's salary rate shall be the first rate in the higher job group that at least equals the resultant sum.

The anniversary date for such employees shall become the date of promotion.

19.03 General Provisions

A. Salary rates of full-time employees are set forth in the Appendices to this Chapter which are attached hereto and hereby made a part of this Chapter.

B. The salary rates set forth in said Appendices shall remain in effect during the term of this Agreement. Salary rates shall not be increased or decreased except in accordance with the provisions of this Chapter.

C. Employees shall be compensated on the basis of the salary rate for their official job classification.

19.04 Regular Part-Time Employees

A regular part-time employee shall be entitled to the provisions of this Chapter in the proportion that his/her service bears to full-time service.

CHAPTER XX - DURATION

This policy shall remain in effect until superseded by a new policy approved by the Higher Education Coordinating Council.

APPENDIX A - NEW APPOINTMENT

Letter of Appointment

Dear _____:

I am pleased to inform you that I have approved your appointment to the position of _____, subject to the following terms and conditions:

- Annual Salary;
- Area of Assignment;
- Laws of the Commonwealth and rules and regulations promulgated thereunder;
- The policies and procedures of the Higher Education Coordinating Council;
- The policies and procedures of this institution;
- The appropriation of sufficient funds by the Legislature.

In the event that a collective bargaining agreement covering your position is executed under the provisions of Massachusetts law, the terms and conditions contained within said agreement shall supersede those stated above.

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 not later than _____. If you do not respond within the specified time period, I shall construe 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

**APPENDIX B - NEW APPOINTMENT
(UNDER GRANT FUNDING)**

Letter of Appointment

Dear _____:

I am pleased to inform you that I have approved your appointment to the position of _____, subject to the following terms and conditions:

- Annual Salary;
- Area of Assignment;
- Laws of the Commonwealth and rules and regulations promulgated thereunder;
- The policies and procedures of the Higher Education Coordinating Council;
- The policies and procedures of this institution.

In addition, your appointment will be subject to the terms and conditions of the _____ Grant. As such, you will not be covered under the following chapters of the Personnel Policies Handbook of the Higher Education Coordinating Council:

Chapter III - Appointment/Reappointment
Chapter XIX - Salaries.

In the event that a collective bargaining agreement covering your position is executed under the provisions of Massachusetts law, the terms and conditions contained within said agreement shall supersede those stated above.

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 not later than _____. If you do not respond within the specified time period, I shall construe 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

APPENDIX C

PERFORMANCE EVALUATION FOR NON-UNIT CLASSIFIED EMPLOYEES

EVALUATION STATUS _____ NAME _____ GRADE _____
 _____ 3 month probationary
 _____ 5 month probationary STATE TITLE _____
 _____ Annual (year) WORKING TITLE _____
 _____ Other _____ DEPARTMENT _____
 ANNIVERSARY DATE IN CAMPUS SERVICE _____
 ANNIVERSARY DATE IN WORKING TITLE _____

DEFINITIONS FOR RATING TO BE APPLIED:

Merit Points

- 4 *SUPERIOR: Accomplished all goals or performed tasks and excels in a substantial manner.
 - 3 ABOVE STANDARD: Performs all tasks above departmental standards.
 - 2 GOOD: (standard) Average performance; meets departmental standards.
 - 1 *FAIR: Below average performance but improving and potentially acceptable.
 - 0 *UNSATISFACTORY: Many goals unrealized or many tasks not performed.
- NOT APPLICABLE: Not applicable to the job.

S U P E R I O R	A B O V E S T A N D A R D	G O O D	F A I R	U N S A T I S F A C T O R Y	N O T A P P L I C A B L E
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*Specific examples must be cited in the space provided for comments.

QUALITY AND QUANTITY OF WORK:

A. Demonstrates knowledge of the job					
B. Amount of work accomplished					
C. Performs work with accuracy					
D. Work is neat and presentable					
E. Work is thorough					
F. Organizes work appropriately					

Supervisor's Comments:

Employee's Comments:

- 4 ***SUPERIOR:** Accomplished all goals or performed tasks and excels in a substantial manner.
- 3 **ABOVE STANDARD:** Performs all tasks above departmental standards.
- 2 **GOOD:** (standard) Average performance; meets departmental standards.
- 1 ***FAIR:** Below average performance but improving and potentially acceptable.
- 0 ***UNSATISFACTORY:** Many goals unrealized or many tasks not performed.

NOT APPLICABLE: Not applicable to the job.

*Specific examples must be cited in the space provided for comments.

SUPERIOR	ABOVE STANDARD	GOOD	FAIR	UNSATISFACTORY	NOT APPLICABLE

WORK HABITS:

- A. Is regular in attendance at work
- B. Observes established working hours
- C. Completes work on time
- D. Demonstrates the ability to work without immediate supervision
- E. Complies with departmental and institutional policies
- F. Complies with instructions, rules, and regulations, including health and precautions

Supervisor's Comments:

Employee's Comments:

WORK ATTITUDES:

- A. Endeavors to improve work techniques
- B. Accepts new ideas, procedures
- C. Accepts constructive criticism and suggestions
- D. Accepts responsibility
- E. Exercises judgment
- F. Adapts to emergency situations

Supervisor's Comments:

Employee's Comments:

- 4 ***SUPERIOR:** Accomplished all goals or performed tasks and excels in a substantial manner.
- 3 **ABOVE STANDARD:** Performs all tasks above departmental standards.
- 2 **GOOD:** (standard) Average performance; meets departmental standards.
- 1 ***FAIR:** Below average performance but improving and potentially acceptable.
- 0 ***UNSATISFACTORY:** Many goals unrealized or many tasks not performed.

SUPERIOR	ABOVE STANDARD	GOOD	FAIR	UNSATISFACTORY	NOT APPLICABLE

NOT APPLICABLE: Not applicable to the job.

*Specific examples must be cited in the space provided for comments.

RELATIONSHIP WITH OTHERS:

- A. Works well with co-workers
- B. Works well with the public
- C. Cooperates with supervisors and other staff members
- D. Observes established channels of communication

Supervisor's Comments:

Employee's Comments:

SUPERVISORY ABILITY (where applicable):

- A. Demonstrates leadership ability
- B. Makes timely decisions
- C. Is fair and impartial in relationship with subordinates
- D. Trains and instructs subordinates
- F. Maintains acceptable performance standards among employees

Supervisor's Comments:

Employee's Comments:

Comments of Supervisor who Performed this Evaluation:

Recommendation:

- _____ Retention (probationary)
- _____ Dismissal (probationary)
- _____ No action required
- _____ Other

Signature and Title

Date

Comments of Employee:

Date of Discussion with
Supervisor

Signature of Employee Being
Evaluated (Does not imply agreement
or disagreement with evaluation)

Comments of Intermediate Supervisor/Personnel Officer Reviewing Evaluation:

OVERALL PERFORMANCE RATING: _____

Recommendation:

- _____ Retention (probationary)
- _____ Dismissal (probationary)
- _____ No action required
- _____ Other

Signature and Title

Date

Comments of Employee:

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APPENDIX D
HIGHER EDUCATION COORDINATING COUNCIL
TUITION REMISSION POLICY

I. Eligibility

A. All full-time professional and classified employees of a public college or university who are paid from the 01 or 02 Subsidiary Account, and who have completed at least six (6) months of service (or in the case of faculty, one academic semester) as of the date of enrollment, shall be eligible for system-wide tuition remission benefits. Employees on paid leave of absence or industrial accident leave remain eligible during the period of any such leave. Employees on unpaid leave shall remain eligible for a maximum of one calendar year. Retired or former employees shall not be eligible; however, the spouse and dependent children of retired, former, or deceased employees may retain eligibility under certain conditions (see C, D, and E below).

B. The spouse and dependent child or children of any eligible employee shall also be eligible for system-wide tuition remission benefits. A "dependent child" shall mean any natural, adopted or step child 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 spouse or child 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%) tuition remission shall apply.
- C. Tuition remission shall apply to non-credit as well as credit-bearing courses.

III. Limitations

- A. Employees (or their spouses or dependent children) receiving tuition remission are responsible for the payment of all other education costs, including fees (application, laboratory, etc.), books, and supplies.
- B. Employees (or their spouses or dependent children) must 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, has 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 "Certification 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 or university 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.

V. Effective Dates

This policy shall take 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. Interpretation of This Policy

The Chancellor or his designee shall have the sole authority to resolve any dispute concerning the interpretation and application of this policy. The Chancellor may amend or modify this policy from time to time as he deems appropriate and necessary.

No dispute or claim of benefits arising from this policy shall be the subject of the appeals procedure in Chapter X.

HIGHER EDUCATION COORDINATING COUNCIL

SYSTEM-WIDE TUITION REMISSION POLICY

HIGHER EDUCATION EMPLOYEES
ADDENDUM (PART-TIME EMPLOYEES)

This Addendum to the HECC 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 part-time employees who are members of a collective bargaining unit, 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. No other part-time employees shall be eligible for system-wide tuition remission.

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 Council'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 child or 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 University of Massachusetts Medical Center, 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 Council's System-Wide Tuition Remission Policy shall be of application to eligible part-time employees.