

NON-DISCRIMINATION POLICY

NHTI – Concord's Community College does not discriminate in the administration of its admissions and educational programs, activities, or employment practices on the basis of race, color, religion, national origin, age, sex, disability, veteran status, sexual orientation, or marital status. This statement is a reflection of the mission of the Community College System of New Hampshire and NHTI – Concord's Community College and refers, but is not limited, to the provisions of the following laws:

1. Title VI and VII of the Civil Rights Act of 1964
2. The Age of Discrimination Act of 1967 (ADEA)
3. Title IX of the Education Amendment of 1972
4. Section 504 of the Rehabilitation Act of 1973
5. The Americans with Disabilities Act of 1990 (ADA)
6. Section 402 of the Vietnam Era Veteran's Readjustment Assistance Act of 1974
7. NH Law Against Discrimination (RSA 354-A)

Policies as outlined in the 2016-2017 Collective Bargaining Agreement regarding:

- Advancement
- Disciplinary Action
- Employment
- Evaluation
- Recruitment and Admissions

Advancement (Article 9)

9.1 The probationary period shall be considered an integral part of the process of appointment for full-time faculty and professional, administrative, technical, and operating staff. The probationary period will be utilized to train and evaluate the employee's effective adjustment to professional responsibilities, work tasks, conduct, observance of rules, and attendance.

9.2 Any full-time employee hired into the bargaining unit on or after the signing of this Agreement must successfully complete a probationary period as indicated in this Article. The probationary periods for new hires, rehires, promotions, and voluntary transfers are established as follows:

- 9.2.1 All full-time professional, administrative, technical, and operating staff shall be subject to a twelve (12) month probationary period commencing upon the date of hire.
- 9.2.2 A full-time probationary employee who voluntarily applies for a vacant position prior to the completion of his/her probationary period shall be required to begin a new probationary period for the new position.
- 9.2.3 A full-time probationary employee who is involuntarily transferred to a vacant position within his/her current institution shall be not required to begin a new probationary period.

9.3 Any interruption of employment during the probationary period shall not be counted toward accumulation of required time of the probationary period unless otherwise required by law.

9.4 At any time during the probationary period an employee may resign without prejudice or an employee may be discharged without cause. An employee who is disciplined or discharged during the probationary period shall not have recourse through the grievance or arbitration provisions of this Agreement.

Disciplinary Action (Article 15)

15.1 Except for those covered employees who may be terminated during their probationary period, no covered employee shall be disciplined except for just cause. The just cause provision shall not apply to the separation of covered employees due to the cessation of funding from a grant or external source, or layoffs due to retrenchment.

15.2 Disciplinary measures may include a progression of discipline including written warning; withholding of a salary increment; disciplinary suspension without pay; demotion; and discharge. Examples of when discipline may be invoked against an employee are for failure to comply with managerial directives, rules, regulations, and policies of the College(s), misconduct, or unsatisfactory job performance, or other offenses. Oral counseling, letters of counsel, and contents of performance evaluations are not considered disciplinary actions. Although discipline will normally be imposed in a progressive manner, the CCSNH may skip or repeat steps based upon the circumstances of any given case. All discipline shall be documented in writing, and shall specifically cite the act or omission that supports the disciplinary action. The CCSNH shall make every reasonable attempt to administer disciplinary action in a timely fashion. Disciplinary actions shall normally take place in the presence of the employee.

15.3 All disciplinary documentation shall be placed in the employee's personnel file at the time of issuance. An employee receiving discipline shall sign the disciplinary notice solely as an acknowledgement of receipt and such signature shall not be deemed to be acceptance of the rendered discipline or as a waiver of any right to which the employee may be entitled.

15.4 As set forth in Article 4.5.7, a covered employee shall be entitled to Association representation at a disciplinary meeting or an investigative interview or meeting, if requested by the employee when that employee reasonably believes that the interview or meeting may result in disciplinary action against him/her. The Association representative's role at an investigative interview or meeting is to consult with the employee. The CCSNH is free to insist upon hearing the employee's own account of the matter(s) under investigation. The Parties agree that in all cases, the principles of "Weingarten", "Garrity", "Loudermill" and all other applicable case law shall be observed. The provisions of this Article shall apply to both full-time and part-time covered employees.

15.5 A covered employee who is the subject of a disciplinary investigation shall be notified in writing within seven (7) calendar days of such investigation. Notification shall include the allegation of wrongdoing that requires investigation, the identity of the party or parties to perform the investigation, and the anticipated date of completion of the investigation. All investigations shall be completed within sixty (60) calendar days, unless exceptional circumstances justify an extension of time for completion of the investigation. Notice of an extension shall be in writing by the President or Chancellor, as applicable, to the employee before the expiration of the sixty (60) day period and shall set forth the exceptional circumstances and the date of anticipated completion. The employee shall be informed in writing when the investigation is complete and of the determination of the investigation. Investigations shall normally be conducted in a confidential manner. During any investigation the employee shall retain his/her current position, status, schedule, assignment and rate of pay, except as provided in Article

15.6 Investigative Suspensions, below or as otherwise determined based on the circumstances surrounding the matter under investigation.

- 15.6.1 The CCSNH may suspend a covered employee with pay for a limited period of time when 1) allegations of misconduct made against the employee are related to the employee's duties and responsibilities and require an internal investigation; and 2) the nature of the allegations warrant the removal of the employee from the work site. In such cases, the

employee shall be available at a location acceptable and accessible to the appointing authority and investigators for the duration of the investigation.

- 15.6.2 The CCSNH may suspend a covered employee without pay for a period of up to thirty (30) calendar days pending the outcome of either criminal charges or an investigation of alleged criminal wrongdoing when 1) the nature of the charges brought or the allegations made conflict with the duties and responsibilities of the employee's position, and (2) the charges or allegations warrant the removal of the employee from the worksite.
 - a. An extension of a suspension without pay for one or more additional periods not exceeding 30 days each may be granted with the approval of the CCSNH Director of Human Resources, provided that at the end of the initial a period of suspension without pay, the 1) the conditions set forth in 15.6.2 above continue to exist; and/or (2) the investigation has not been completed or the charges are still pending.
 - b. If, at the conclusion of the investigation or criminal proceedings, the CCSNH determines that no disciplinary action is warranted, the covered employee shall be returned to paid status and shall be entitled to any loss of compensation for his/her regular appointment, less the amount of any wages the employee earned during the period of suspension, that the employee would not have otherwise earned.
- 15.6.3 At the time of the suspension, the CCSNH shall issue a written notice of the investigative suspension to the employee describing 1) the cause of the suspension; 2) the location, if any, to which the employee shall report during the period of suspension; and 3) the anticipated duration of the suspension, if known.
- 15.6.4 The CCSNH may extend the suspension if the investigation is not concluded within the time frame, if any, indicated in the notice and shall so notify the employee. At the conclusion of an investigation, the appointing authority shall provide the employee who has been suspended with written notice indicating what action, if any, will be taken.
- 15.6.5 A suspension without pay under this Section may be subject to review pursuant to the grievance procedure at the discretion of the suspended employee.

15.7 The CCSNH reserves all rights to itself and/or third parties to initiate civil actions or criminal prosecutions for conduct that is believed to constitute a violation of law, provided any such action is not contrary to the terms and conditions of this Agreement.

15.8 All such records of discipline and supporting documentation shall be retained permanently in the employee's official personnel file, however disciplinary action that is greater than three (3) years old shall not be used for further progressive discipline action.

15.9 If the entirety of a disciplinary action is reversed at any step of the grievance procedure, the grievance and all supporting documentation attached or relating to the original disciplinary action shall be permanently removed from the employee's personnel file and destroyed.

15.10 Privacy: The CCSNH shall make every reasonable effort to counsel, reprimand, and/or discipline all covered employees in private and shall limit the discussion by supervisors of personnel issues of any covered employee to essential parties.

Employment (Article 13)

13.1 Information regarding all vacant covered positions will be disseminated internally to all CCSNH institutions. Job announcement information shall be accessible to all covered employees.

13.2 Job announcements shall include the full particulars of the covered position, including, position title; grade level; employment status (exempt/nonexempt); position location; number of days and hours per week; pay rate; job description; required qualifications; requirements for applying; and the

application processing period. Job announcements shall indicate the name and job title of the person to whom applications shall be addressed and the location that applications should be submitted. An employee wishing to be considered for a vacant position shall file a written, dated application and any supporting documentation, if applicable, within the established application processing period.

13.3 Job announcements for covered positions shall be posted internally within the CCSNH for a period of seven calendar days. An extension of the seven (7) calendar day job announcement period may be granted for those covered employees who missed the application submission deadline set in the job announcement due to an absence from work. Covered employees who meet the educational and experience requirements of a vacant position within a CCSNH faculty and/or staff bargaining unit shall be considered and acted upon for such vacancy before non-covered employees or individuals not currently employed within the CCSNH are considered. 23

13.4 If a covered employee is not selected after applying for a vacant position within a CCSNH faculty and/or staff bargaining unit, the CCSNH hiring authority shall provide written notice to the employee applicant regarding the final action taken and the rationale for such non-selection.

13.5 It is expressly understood by both parties that the CCSNH retains the right to determine the general requirements for all covered positions and to appoint those candidates who best match the qualifications and job requirements of the position.

13.6 The CCSNH reserves the right to fill a vacant covered position through the transfer of a qualified employee assigned to the same class title as the vacant position. Such determination shall be made when it is in the best interest of the CCSNH, as authorized by the Chancellor. The CCSNH shall provide at least thirty (30) calendar days written notice to any employee who is being transferred to a vacant position.

13.7 The CCSNH reserves the right to relocate a covered employee within his/her current position when it is in the best interest of the CCSNH. Such relocations shall be authorized by the Chancellor. The CCSNH shall provide at least sixty (60) calendar days written notice to any employee who is being relocated to a work location fifty (50) miles or more from the employee's present work location.

13.8 No covered employee shall be reduced in classification, lose time in service, or suffer a reduction in rate of pay/salary for the same or similar duties or work schedule as a result of a transfer under Section 13.6 and 13.7.

13.9 In lieu of transfer, a covered employee shall have the right to request consideration for appointment to a vacant position having an equal or lower salary grade provided the covered employee meets the educational and experience requirements of the vacant position. Such a request shall not be unreasonably denied. Refusal to accept a transfer under Section 13.6 or 13.7 above shall be deemed a layoff.

13.10 Reclassification of an Existing Position: The CCSNH shall maintain a classification system whereby either CCSNH management and/or a full-time bargaining unit member may request a classification review when the duties and responsibilities of a position significantly change. Requests for a position classification review shall be submitted in accordance with CCSNH policies and procedures. The CCSNH Director of Human Resources retains the final authority concerning the determination of a position classification.

13.10.1 A classification review may result in a change in the position classification to a higher or lower salary grade/pay range. Salary decisions will be made in accordance with the following:

- a. If the position is reclassified into a classification with a higher salary grade, the employee's salary shall be increased by assigning the lowest step in the salary range of the new classification which is at least the equivalent of a one salary increment increase in the salary range of the former classification.
- b. If the position is reclassified into a classification with a lower salary grade, the employee shall be placed at the new salary grade and step closest to, but not exceeding, the employee's salary prior to the position reclassification.
- c. An employee whose position is reclassified to a higher or lower salary grade as a result of a reclassification decision by the CCSNH Director of Human Resources shall be entitled to the appropriate pay at the new rate on:
 - 1. The first day of the pay period following written notification by the CCSNH Director of Human Resources or his/her designee of the decision if less than 90 days from the submission of a complete reclassification request; or
 - 2. Retroactively to the first day of the pay period following the 91st day from the submission of a complete reclassification request if written notification of the decision by the Director or his/her designee exceeds 90 days.
- d. Nothing in Articles 13.6.1a and 13.6.1b above, shall prevent CCSNH management from requesting a higher step placement within the salary range of the new classification to the CCSNH Director of Human Resources for approval.

13.11 full-time position when the duties and responsibilities of the position have significantly changed due to management's assignment of higher level job functions. The temporary reclassification of a position shall not exceed twelve (12) months.

- 13.11.1 Salary adjustments shall be calculated in accordance with Article 13.10 above.

13.12 If an employee disagrees with the classification decision of the Director of Human Resources, a Step III grievance may be filed pursuant to Article 7 of the Agreement. Such grievance must be filed within twenty-one (21) calendar days of the date of the decision of the Director of Human Resources. Classification decisions are not subject to arbitration.

Evaluation (Article 11)

The evaluation of all Professional/Administrative/Technical Staff (PAT) and Operational Staff in an institution of higher education is essential for the maintenance of academic, professional and operational excellence. The purpose of the evaluation process is to assess the job performance of covered employees and to provide the basis for professional development, improvement, retention, promotion and other personnel decisions.

11.1 Annual Performance Evaluation of Professional, Administrative, and Technical Staff

- 11.1.1 The performance evaluation of Professional, Administrative, and Technical employees shall be aligned and linked to the mission and vision of the CCSNH and shall include an assessment of the employee's job duties and responsibilities, and specific performance objectives. A PAT evaluation form shall be used to evaluate professional, administrative, and technical employees. In addition to general performance observations and assessments, PAT evaluations may include a self-assessment and professional development plan. Such performance evaluations shall be conducted by the employee's supervisor, in consultation with the intermediate supervisor. The CCSNH shall provide the necessary resources and funding to support required professional development activities.

- 11.1.2 A performance evaluation for full-time probationary PAT's will be completed upon completion of six (6) months of service, and at eleven months (11) of service by the employee's supervisor, in consultation with the intermediate supervisor. The performance review shall be documented on an evaluation form.
- 11.1.3 Performance evaluations for full-time and part-time professional, administrative, and technical employees shall be conducted at least once annually.

11.2 Annual Performance Evaluation of Operating Staff

- 11.2.1 The performance evaluation of Operating Staff shall be aligned and linked to the mission and vision of the CCSNH and shall include an assessment of the employee's job duties and responsibilities and performance objectives. An operating staff evaluation form shall be used to evaluate operating staff. In addition to general performance observations and assessments, evaluations may include a self-assessment and development plan. Such performance evaluations shall be conducted by the employee's supervisor, in consultation with the intermediate supervisor. The CCSNH shall provide the necessary resources and funding to support required professional development activities.
- 11.2.2 A performance evaluation for full-time probationary Operating Staff will be completed upon completion of six (6) months of service, and at eleven months (11) of service by the employee's supervisor, in consultation with the intermediate supervisor. The performance review shall be documented on an evaluation form.
- 11.2.3 Performance evaluations for full-time and part-time operating staff shall be conducted at least once annually.

11.3 Requirements for All Performance Evaluations

- 11.3.1 Each evaluation shall measure the employee's performance in relation to the assigned job duties and performance expectations of the position and shall be assessed by the employee's immediate supervisor, in consultation with the designated intermediate supervisor.
- 11.3.2 Each evaluation shall contain an evaluation of the individual categories of performance as specified on the evaluation form and a section summarizing the overall performance of the employee. This section shall also contain a narrative summary by the supervisor explaining the basis for the overall performance rating. If the employee's performance is determined to be below expectations, the supervisor shall include comments and recommendations for improvement or professional development, unless the employee is a probationary employee being dismissed.
- 11.3.3 The supervisor shall conduct a performance review meeting with the employee and shall record the date of the meeting on the form.
- 11.3.4 The employee shall have the opportunity to comment in writing on the evaluation. If the employee does not concur with the evaluation's findings, the employee shall include an explanation of the reasons for non-concurrence. Such comments shall be included with the performance review and be included in the employee's permanent record.
- 11.3.5 Each evaluation shall be signed and dated by the supervisor who prepared the evaluation, the System Office or College manager approving the evaluation, and the employee. An employee refusal to sign the evaluation after being given the opportunity to do so, shall be noted in writing on the evaluation and the evaluation shall be valid for all purposes.
- 11.3.6 All documents referenced above will be placed in the employee's personnel file.

11.4 Supplemental Performance Evaluation

- 11.4.1 A covered employee has the right to request, in writing, and receive a supplemental performance evaluation at any time using the evaluation guidelines and procedures set forth in the applicable sections above. Likewise, the CCSNH reserves its right to conduct more frequent performance evaluations as deemed necessary to address performance issues, using the evaluation guidelines and procedures set forth in the applicable sections above.

11.5 The contents of a performance evaluation are not subject to the grievance process under Article 7, Grievance and Arbitration Procedures. Disciplinary action, including denial of a salary increment, administered in accordance with Article 15 of this Agreement due to unsatisfactory performance, may be processed through the grievance process outlined in Article 7 of this Agreement.

11.6 The evaluation forms for each group shall be developed by the CCSN in consultation with SEA appointed representatives of the affected group. Such forms shall be available on the CCSNH intranet/internet site.

Recruitment and Admissions

As stated above, NHTI – Concord’s Community College does not discriminate in the administration of its admissions and educational programs, activities, or employment practices on the basis of race, color, religion, national origin, age, sex, disability, veteran status, sexual orientation, or marital status. This statement is a reflection of the mission of the Community College System of New Hampshire and NHTI – Concord’s Community College and refers, but is not limited, to the provisions of the following laws:

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7. NH Law Against Discrimination (RSA 354-A)

Inquiries regarding discrimination may be directed to:

Laura Pantano

NHTI Title IX Coordinator, NHTItitleix@ccsnh.edu

Student Center

Phone: 603-271-6484 x4128

Address: 31 College Drive, Concord, NH 03301

Jeanne Herrick

CCSNH Title IX Coordinator, jherrick@ccsnh.edu

26 College Drive, Concord NH 03301

Phone: 603-230-3515

Campus Safety Office

Daytime: 603-230-4042

Nights/Weekends/Emergencies: 603-224-3287

NHTIcampussafety@ccsnh.edu

31 College Drive, Concord, NH 03301

Sara A. Sawyer

Director of Human Resources
Community College System of New Hampshire
26 College Drive
Concord, NH 03301
603-230-3512

Inquiries may also be directed to:

US Department of Education

Office of Civil Rights
J.W. McCormack Post Office & Courthouse
Room 707, 01-0061
Boston, MA 02109-4557
617-223-9662
Fax: 617-223-9669
TTD: 617-223-9695
OCR_Boston@ed.gov

NH Commission for Human Rights

2 Chennell Drive
Concord, NH 03301
603-271-2767
Fax: 603-271-6339

The Equal Employment Opportunity Commission

John F. Kennedy Federal Building
475 Government Center
Boston, MA 02203
617-565-3200
Fax: 617-565-3196
TTY: 617-565-3204

For automatic connection to the nearest EEOC field office:

Phone: 1-800-669-4000
TTY: 1-800-669-6820

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