



Dear _____,

It's our pleasure to welcome you as an employee of the Massachusetts Technology Collaborative ("Mass Tech Collaborative"). We are pleased that you have chosen to join Mass Tech Collaborative during such an exciting time in the agency's continuing evolution. We know that you will find your time here rewarding and challenging, and we look forward to the many different ways you will help Mass Tech Collaborative to fulfill its public mission.

Time and time again during our proud history, Mass Tech Collaborative has brought together leaders from industry, academia and government to advance solutions that lead to economic growth and provide valuable public services. Today, we find ourselves answering the call from federal and state leaders to deliver results in areas such as digital health technologies, broadband deployment, robotics, cybersecurity, marine sciences, and advanced manufacturing.

Mass Tech Collaborative is dedicated to providing a challenging and enjoyable environment for our employees. We value integrity, creativity, collaboration and personal growth. We strive to create a workplace that will inspire you to achieve higher levels of performance and enable you to share in the successes of your colleagues.

Working together, we will enhance the Commonwealth's reputation as a world-class center for technology and innovation. On behalf of Mass Tech Collaborative's Board of Directors and staff, we welcome you to the Mass Tech Collaborative family.

Yours very truly,

The Massachusetts Technology Collaborative Executive Management Team

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A Word in Closing**Acknowledgement of Receipt of this Handbook**

Important Information about this Employee Handbook



This Employee Handbook is designed to be a working guideline for the employees of the Massachusetts Technology Park Corporation d/b/a Massachusetts Technology Collaborative (sometimes referred to in this Employee Handbook as “Mass Tech Collaborative” “MassTech” or the “Collaborative”). This Employee Handbook supersedes all prior employee handbooks distributed by Mass Tech Collaborative.

As is the practice throughout business, industry and government, all of MassTech’s employees are employed “at will.” Unless there is a written agreement to the contrary signed by the Executive Director, all employees have no contract of employment or definite term of employment with Mass Tech Collaborative. Either you or Mass Tech Collaborative may terminate your employment at any time for any lawful reason, with or without cause.

This Employee Handbook is intended to provide information, and is not intended as, and does not constitute, an employment agreement or other legal document, and it does not guarantee any specific level of benefits or continuation of any specific benefits. Rather, the purpose of this Employee Handbook is to provide employees with a general summary of Mass Tech’s philosophy, current employee benefits, policies and general guidelines for employee conduct.

Due to our changing operational needs, Mass Tech Collaborative may modify, revoke, suspend, or deviate from any or all of the policies and procedures contained in this Employee Handbook from time to time even if they have not been communicated, reprinted, or substituted in this Employee Handbook (except Mass Tech’s “at will” employment policy). Final decisions as to the meaning and application of these policies rest entirely with Mass Tech Collaborative.

The highlights of benefits contained in this Employee Handbook are not intended to take the place of more detailed benefit plan documents. Descriptions in the plan documents will supersede the information in this Employee Handbook in the event the information presented is in conflict.

To the extent any provision of this Employee Handbook conflicts with any applicable state or federal law, Mass Tech Collaborative will follow and comply with the applicable law and not this Employee Handbook.

SECTION 1: What We Believe: Important Corporate Policies



1.1 Equal Employment Opportunity

Mass Tech Collaborative is an equal opportunity employer.

It is MassTech’s policy to administer all human resources actions and policies without regard to race, color, national origin, religion, sex, pregnancy, qualified disability (physical or mental), age, genetic information, marital status, sexual orientation, military service, gender, or gender identity or expression, or other protected status under applicable local, state or federal law.

All employment decisions and personnel actions, including, without limitation: recruiting, hiring, placement, promotion, compensation, benefits, transfers, terminations, layoffs, training, education and social and recreational programs, are and will continue to be administered in accordance with and to further the principle of equal employment opportunity. Performance of managers and employees alike will be evaluated on the basis of their equal opportunity efforts as well as other work-related criteria.

If you believe you have been unlawfully discriminated against in any decision involving your employment at Mass Tech Collaborative, you are encouraged to notify the Chief Human Resources Officer or any other manager of Mass Tech Collaborative with whom you feel comfortable discussing the issue, so that appropriate actions may be taken.

1.2 Americans with Disabilities Act, the federal Pregnancy Discrimination Act, and State Law Equivalents

Massachusetts Technology Collaborative complies with the Americans with Disabilities Act (ADA), the Pregnancy Discrimination Act, the Pregnant Workers Fairness Act, and all applicable state and local fair employment practices laws, and is committed to providing equal employment opportunities to qualified individuals with disabilities, including pregnancy, childbirth, and related medical conditions, such as lactation or the need to express milk for a nursing child. Consistent with this commitment, the MassTech will provide reasonable accommodation to otherwise qualified individuals where appropriate to allow the individual to perform the essential functions of the job, unless doing so would create an undue hardship on the business.

Where an individual is suffering from a pregnancy or pregnancy-related disability or condition, reasonable accommodation may include, but is not limited to:

- More frequent or longer paid or unpaid breaks;
- Time off to attend to a pregnancy complication or recover from childbirth with or without pay;
- Acquisition or modification of equipment or seating;
- Temporary transfer to a less strenuous or hazardous position;
- Job restructuring;
- Light duty;
- Private non-bathroom space for expressing breast milk;

- Assistance with manual labor; or
- A modified work schedule.

If you require an accommodation because of your disability (even if you can perform the essential functions of the job with some difficulty), it is your responsibility to notify your manager as well as the Chief Human Resources Officer, Holly Lucas Murphy at ext. 248. You may be asked to include relevant information such as:

- A description of the proposed accommodation.
- The reason you need an accommodation.
- How the accommodation will help you perform the essential functions of your job.

After receiving your request, MassTech will engage in an interactive dialogue with you to determine the precise limitations of your disability and explore potential reasonable accommodations that could overcome those limitations. Where appropriate, we may need your permission to obtain additional information from your medical provider. All medical information received by MassTech in connection with a request for accommodation will be treated as confidential.

MassTech encourages you to suggest specific reasonable accommodations that you believe would allow you to perform your job. However, MassTech is not required to make the specific accommodation requested by you and may provide an alternative accommodation, to the extent any reasonable accommodation can be made without imposing an undue hardship on MassTech.

If leave is provided as a reasonable accommodation, such leave may run concurrently with leave under the federal Family and Medical Leave Act, the state Paid Family and Medical Leave Act, and/or any other leave where permitted by state and federal law.

MassTech will not discriminate or retaliate against employees for requesting an accommodation.

1.3 Anti-Discrimination and Anti-Harassment Policy

Massachusetts Technology Collaborative is committed to the principles of equal employment. We are committed to complying with all federal, state, and local laws providing equal employment opportunities, and all other employment laws and regulations.

MassTech will conduct a prompt and thorough investigation of all allegations of discrimination, harassment, or retaliation, or any violation of the Equal Employment Opportunity Policy in a confidential manner. MassTech will take appropriate corrective action, if and where warranted. MassTech prohibits retaliation against employees who provide information about, complain about, or assist in the investigation of any complaint of discrimination or violation of the Equal Employment Opportunity Policy. We are all responsible for upholding this policy. You may discuss questions regarding equal employment opportunity with your manager or any other designated member of management.

Policy Against Workplace Harassment

Massachusetts Technology Collaborative has a strict policy against all types of workplace harassment. It is our intent to maintain a work environment that is free of harassment, discrimination, or retaliation because of sex, sexual orientation (including transgender status, gender identity or expression), pregnancy (including childbirth, lactation, and related medical conditions), race, religion, color, national origin, ancestry, physical or mental disability, genetic information, marital status, age (40 and older), AIDS/HIV status, arrest and conviction information, status as a registered qualifying medical marijuana patient or registered primary caregiver, admission to a mental facility, military service, veteran status, or any other status protected by federal, state, or local laws. MassTech is dedicated to the fulfillment of this policy in regard to all aspects of employment, including but not limited to recruiting, hiring, placement, transfer, training, promotion, rates of pay, and other compensation, termination, and all other terms, conditions, and privileges of employment.

All forms of harassment of, or by, employees, vendors, visitors, customers, and clients are strictly prohibited and will not be tolerated.

Sexual Harassment

Sexual harassment means sexual advances, requests for sexual favors, and verbal or physical conduct of a sexual nature when:

- Submission to or rejection of such advances, requests, or conduct is made either explicitly or implicitly a term or condition of employment or as a basis for employment decisions; or
- Such advances, requests, or conduct have the purpose or effect of unreasonably interfering with an individual's work performance by creating an intimidating, hostile, humiliating, or sexually offensive work environment.

While it is not possible to identify every act that constitutes or may constitute sexual harassment, the following are some examples of sexual harassment:

- Unwelcome requests for sexual favors;
- Lewd or derogatory comments or jokes;
- Comments regarding sexual behavior or the body of another;
- Sexual innuendo and other vocal activity such as catcalls or whistles;
- Obscene letters, notes, emails, invitations, photographs, cartoons, articles, or other written or pictorial materials of a sexual nature;
- Repeated requests for dates after being informed that interest is unwelcome;
- Retaliating against another for refusing a sexual advance or reporting an incident of possible sexual harassment to MassTech or any government agency;
- Offering or providing favors or employment benefits such as promotions, favorable evaluations, favorable assigned duties or shifts, etc., in exchange for sexual favors; and
- Any unwanted physical touching or assaults, or blocking or impeding movements.

Other Harassment

Other workplace harassment is verbal or physical conduct that insults or shows hostility or aversion towards an individual because of the individual's sex, sexual orientation (including transgender status,

gender identity or expression), pregnancy (including childbirth, lactation, and related medical conditions), race, religion, color, national origin, ancestry, physical or mental disability, genetic information, marital status, age (40 and older), AIDS/HIV status, arrest and conviction information, status as a registered qualifying medical marijuana patient or registered primary caregiver, admission to a mental facility, military service, veteran status, or any other status protected by federal, state, or local laws.

Again, while it is not possible to list all the circumstances that may constitute other forms of workplace harassment, the following are some examples of conduct that may constitute workplace harassment:

- The use of disparaging or abusive words or phrases, slurs, negative stereotyping, or threatening, intimidating, or hostile acts that relate to the above protected categories;
- Written or graphic material that insults, stereotypes, or shows aversion or hostility towards an individual or group because of one of the above protected categories and that is placed on walls, bulletin boards, email, voicemail, or elsewhere on our premises, or circulated in the workplace; and
- A display of symbols, slogans, or items that are associated with hate or intolerance towards any select group.

Reporting Discrimination and Harassment

If you feel that you have witnessed or have been subjected to any form of discrimination or harassment, immediately notify the Chief Human Resources Officer, Holly Lucas Murphy at ext. 248 as well as your manager.

MassTech prohibits retaliation against employees who, based on a reasonable belief, provide information about, complain, or assist in the investigation of any complaint of harassment or discrimination.

We will promptly and thoroughly investigate any claim and take appropriate action where we find a claim has merit. To the extent possible, we will retain the confidentiality of those who report suspected or alleged violations of the harassment policy.

Discipline for violation of this policy may include, but is not limited to, reprimand, suspension, demotion, transfer, and discharge. If MassTech determines that harassment or discrimination occurred, corrective action will be taken to effectively end the harassment. As necessary, MassTech may monitor any incident of harassment or discrimination to assure the inappropriate behavior has stopped. In all cases, MassTech will follow up as necessary to ensure that no individual is retaliated against for making a complaint or cooperating with an investigation.

State and Federal Remedies

In addition to the MassTech reporting process, if you believe you have been subjected to harassment, you may file a formal complaint with either or both of the government agencies listed here. Using the MassTech complaint process does not prohibit you from filing a complaint with these agencies.

EEOC Boston Office Address: John F. Kennedy Federal Building, 475 Government Center, Boston, MA 02203
Phone: 800-669-4000 Fax: 617-565-3196 TTY: 800-669-6820 ASL Video Phone: 844-234-5122
Website: <https://publicportal.eeoc.gov/portal/>

1.4 Conflict of Interest and Financial Disclosure

For the purposes of the Massachusetts Conflict of Interest Statute, Massachusetts General Laws Chapter 268A, Mass Tech Collaborative is a “state agency” and employees of Mass Tech Collaborative are “state employees”, and must therefore adhere to the requirements of Chapter 268A. **Please confer with our General Counsel if you have any questions about the application of this statute.** In addition, all Mass Tech employees must adhere to the *Conflict of Interest Policy Related to Procurements and Gifts*, which can be found in the Operating Policies and Procedures document.

Financial Disclosure Provisions of Chapter 268A for State Employees

Certain employees of the Collaborative may be required to file annual disclosure documents with the Massachusetts State Ethics Commission. Employees to whom this requirement applies will be notified annually of their obligation by Mass Tech Collaborative and the State Ethics Commission. An employee who fails to fulfill this obligation will be subject to such corrective action as is necessary, including disciplinary action where appropriate.

Summary of Conflict of Interest Provisions of Chapter 268A for State Employees

The following is a summary of the Chapter 268A provisions that apply to Mass Tech Collaborative employees. Please note this is not intended to be a definitive or complete summary of these provisions, but only to give you an idea of the issues covered. **If you have any questions with regard to the application of Chapter 268A to you or your activities, please contact the General Counsel. Chapter 268A prohibits:**

- Bribery
- Acceptance of Gratuities, Gifts (\$50.00 or more in the aggregate, including but not limited to offers of meals, waiver of an event fee, or compensation for travel. Certain exemptions apply if the activity will serve a legitimate public purpose. Please consult with the General Counsel for more information.)
- Financial Interest in State Contracts
- Appearance of Conflict
- Use of Confidential Information
- Participating in Matters Affecting the Financial Interests of Related Parties without prior disclosure and approval

The categories above have specific requirements and potential exemptions; please contact our General Counsel should you believe you are encountering one of the situations or if you have any questions with regard to the application of Chapter 268A.

Annually, MassTech is required to provide employees a summary of the state’s Conflict of Interest Policy, and each employee is required to acknowledge receipt of the policy. In addition, every two years, employees are required to complete the State Ethics Commission’s Conflict of Interest Training.

1.5 Confidentiality and Public Records

General Statement Concerning Sensitive Information and Confidentiality

From time to time, employees of Mass Tech Collaborative may receive, have access to or create confidential, proprietary or otherwise sensitive information regarding the Collaborative, its activities, its employees and/or third parties, such as applicants or recipients under Mass Tech Collaborative programs, which information is not generally known by or disseminated to the public as a matter of course. Information of this nature is sometimes referred to in this Employee Handbook as “Sensitive Information.” Mass Tech Collaborative expects all of its employees to maintain the highest degree of professionalism, integrity and propriety with respect to Sensitive Information at all times.

For internal purposes, Mass Tech’s policy as it relates to employees regarding Sensitive Information has three key elements:

1. Employees should not request or accept any more Sensitive Information—whether of a business or personal nature—than is reasonably necessary for the performance of the Mass Tech’s mission.
2. In the absence of a specific legal requirement compelling disclosure of Sensitive Information in a particular instance, all Mass Tech Collaborative employees are expected to take appropriate measures to safeguard such information from improper use and disclosure.
3. Regardless of whether certain Sensitive Information appears to fit within a statutory exemption from disclosure, it is Mass Tech’s policy to retain all materials submitted by third parties and treat them as public records for purposes of the retention and archiving requirements of the Public Records Act.

Because the relevant legal requirements and the nature and scope of the information in question can create uncertainty, you are urged to confer with MassTech’s General Counsel if you have any questions about confidentiality, the scope or proper treatment of Sensitive Information or Mass Tech’s policies or procedures with respect to such topics.

Employee Treatment of Sensitive Information Agreement

In consideration for and as a condition of employment or continued employment by the Collaborative, every employee is expected to execute a formal written agreement with Mass Tech Collaborative governing “Employee Treatment of Sensitive Information.” (Employees hired before January 1, 2022 executed the “Employee Non-Disclosure and Inventions Agreement”.) A copy of this Agreement may be obtained from the Human Resources Department.

Similarly, consultants, contractors, and grantees of the Collaborative may be expected to execute a formal written agreement setting forth the terms of their engagement and their obligations, including those with respect to confidential or sensitive information. A copy of these standard agreements are available from the Legal Department. You are encouraged to confer with the General Counsel if you have any questions about these agreements or related matters.

Public Records Law and Other Legal Disclosure Requirements

As a public instrumentality, Mass Tech Collaborative is subject to the Massachusetts Public Records Law (PRL), M.G.L. Chapter 66, which governs the retention, disposition and archiving of public records. Department and division heads are advised to confer with Mass Tech's General Counsel about which records are "public records," how long you may be required to retain those records, the method by which they should be disposed of, and archiving requirements. The PRL also contains provisions which could require the Collaborative to disclose to the public certain Sensitive Information made, received, or maintained by Mass Tech Collaborative, its contractors and consultants from time to time. In addition, Mass Tech Collaborative may be compelled by subpoena or other legal process to disclose information in its possession, including Sensitive Information about Mass Tech Collaborative itself or about its applicants, or recipients, or other third parties.

Care must be taken to comply with all such legal requirements, however, it should be remembered that in the absence of a specific legal requirement to disclose (as determined by the General Counsel), all Mass Tech Collaborative employees, consultants, contractors and grantees are expected to take appropriate measures to safeguard Sensitive Information from improper disclosure and use at all times.

If material is a "public record" within the meaning of the PRL, it is subject to inspection by the public and cannot be destroyed or returned to those who delivered it to Mass Tech Collaborative, other than as specifically permitted under the PRL. If material is deemed not to be a "public record" it is subject to some protection from disclosure under the law.

As a general rule of thumb, all documents and other materials made or received by MassTech and/or its employees are subject to public disclosure. Employees should not request or receive any information that a "third-party", including a consultant, contractor, or grantee does not want publically disclosed, and should assume that all materials received from a third-party are subject to public disclosure, even if marked confidential. If a third-party wishes to have MassTech treat certain information or documentation as confidential, they must submit a written request to the General Counsel specifying the type of information that the third-party wishes to be treated as confidential along with a detailed explanation of the statutory exemption(s) from the Public Records Law. MassTech's General Counsel is the sole authority within MassTech for making determinations on the applicability and/or assertion of an exemption to the Public Records Law.

The Secretary of State's Office maintains a comprehensive "Guide to the Massachusetts Public Records Law", found here: <https://www.sec.state.ma.us/pre/prepdf/guide.pdf>. In addition, the Commonwealth's website has numerous resources provided by the Trial Court Law Library, found here: <https://www.mass.gov/info-details/massachusetts-law-about-freedom-of-information-and-public-records>.

Questions concerning whether a given type of information or document is a public record and thus subject to disclosure under the law or is covered by an available exemption, and all questions as to whether an exemption would be asserted by Mass Tech Collaborative with respect to particular materials or the likelihood of success of any such assertion, should be directed to the General Counsel. *No other Mass Tech Collaborative employee is authorized to make such assessments or to provide any degree of assurance to applicants, recipients or other third parties concerning protection from disclosure of any information provided to or created by Mass Tech Collaborative or its consultants or contractors.*

In addition, all communications seeking inspection or disclosure of materials under the PRL must be referred promptly to the General Counsel, as custodian of records for the Collaborative. Similarly, all subpoenas and other legal process documents requesting or seeking to compel disclosure of materials made or received by Mass Tech Collaborative, its consultants or contractors must be delivered or promptly forwarded to the General Counsel upon receipt.

1.6 Supplemental Employment and Business Activities

Mass Tech Collaborative recognizes that many of its employees have specialized skills or areas of expertise and that the utilization of these skills in “supplemental employment” or business activities can be beneficial to both the individual and to Mass Tech Collaborative. As a general policy, Mass Tech Collaborative respects the right of an employee to engage in supplemental employment or business activities of the employee’s choice, as long as: (i) it is disclosed in advance to Mass Tech Collaborative; (ii) it does not bring discredit to Mass Tech Collaborative; and (iii) it does not diminish the fulfillment of the requirements of the employee’s position with Mass Tech Collaborative. Notwithstanding the foregoing, supplemental employment or business activity 1) during your scheduled working hours, or 2) that involves matters in which you have participated as a Mass Tech Collaborative employee or which are the subject of your official responsibility are strictly prohibited.

Unpaid work for civic, scout, religious, educational, fraternal, social, community, veterans, or charitable organizations are not generally considered to be “Supplemental Employment or Business Activity” and for which no advance approval will generally be required. However, you may not engage in fundraising activities for those organizations by soliciting funds from any person or organization that does business with Mass Tech Collaborative. Be aware that the State’s Conflict of Interest Law has strict guidelines on what you may participate in if any matter involves Mass Tech Collaborative or another state agency. The supplemental employment or business activity must be in conformance with the Massachusetts Conflict of Interest statute.

Prior to engaging in supplemental employment or business activities you must confer with Mass Tech Human Resources and General Counsel.

1.7 Political Activity

As a Mass Tech Collaborative employee, you may be subject to laws governing political activities. You must abide by these laws. Apart from these legal requirements, Mass Tech Collaborative employees are subject to the following guidelines.

You are prohibited from:

- directly or indirectly soliciting or receiving money or anything of value from anyone for a political purpose;
- engaging in any type of political campaign activity while on the job or using any of the public resources of Mass Tech Collaborative (these resources include Mass Tech Collaborative stationery, office supplies, utilities, telephones, office equipment, e.g., copying machines, computers, fax machines, office space or other facilities) for a political campaign purpose; and

- making a campaign contribution directly to an incumbent elected official or any candidate for office who is also a person in the public service. You may, however, make such a contribution to the campaign committee organized on behalf of such a person.

You are permitted to:

- be a member of political organizations or committees, provided you don't serve as the treasurer of such committee and are not involved in its fundraising activities;
- hold or run for elective office (however, if you wish to run for office and plan to raise money or accept contributions you must have a campaign committee organized on your behalf to handle all your fundraising activity); and
- attend political fundraisers or contribute to a political committee (see prohibition above).

For more information on state campaign finance law as it relates to your political activity, contact the Office of Campaign and Political Finance at 617-727-8352 and/or consult with MassTech's General Counsel.

1.8 Open Meeting Law

As a public instrumentality, Mass Tech Collaborative is subject to State law governing the posting of meeting times and locations and accessibility of meetings to the public with regard to some of our meetings. It is the responsibility of the Mass Tech Collaborative staff person convening the meeting to secure compliance with the Open Meeting Law. Department and Division heads should confer with Mass Tech's General Counsel before scheduling meetings to determine whether they are subject to the provisions of the Open Meeting Law and how best to obtain compliance.

1.9 Drug and Alcohol Policy

In compliance with the Federal Drug-Free Workplace Act of 1988, Mass Tech Collaborative has a longstanding commitment to providing a safe, healthy and productive work environment for all employees. This policy outlines Mass Tech's practices and procedures regarding the use of alcohol, marijuana, and illegal drugs in the workplace.

1. The illegal manufacture, distribution, dispensation, possession, consumption or other use of illegal drugs while on the job or while on Mass Tech's premises is an offense for which Mass Tech Collaborative will take such corrective action as is necessary, including disciplinary action where appropriate. Any illegal drugs may be turned over to the appropriate law enforcement agency and may result in criminal prosecution.
2. Employees who are under the influence of alcohol, marijuana, or illegal drugs or who possess or consume alcohol, marijuana, or illegal drugs while on the job or while on Mass Tech's premises have the potential for interfering with their own, as well as their co-workers', safe and efficient job performance. Consistent with existing Mass Tech Collaborative practices, such conditions will be proper cause for administrative action up to and including termination of employment. Accommodations for medical marijuana may be made at MassTech's discretion (please see paragraph 4. below).
3. During events you are attending as a MassTech employee where alcoholic beverages may be served to those who are of legal drinking age, you are expected to use discretion in your consumption of

alcohol. Regardless of whether such functions occur during or after normal working hours, Mass Tech Collaborative employees are expected to conduct themselves professionally. The failure to consume alcohol responsibly at such events or the departure from standards of professional conduct due to the consumption of alcohol at such events is proper cause for administrative or disciplinary action up to and including termination of employment.

4. Mass Tech may, in its discretion, seek to accommodate legally recognized Massachusetts medical marijuana users when possible, depending on the employee's position. Employees who obtain a registration card from the Massachusetts Department of Public Health must submit a letter to the Mass Tech Chief Human Resources Officer, attaching a copy of their card and requesting a reasonable accommodation. Mass Tech will then enter into a discussion with the employee and, where applicable, the employee's health care provider to determine if such accommodation is appropriate under the circumstances.
5. While Mass Tech Collaborative has no intention of intruding into the private lives of its employees, it does expect employees to report for work at all times in condition to perform their duties. Accordingly, off-the-job use of alcohol, marijuana, or illegal drugs which adversely affects an employee's job performance or which could jeopardize the safety of other employees or guests of Mass Tech Collaborative or cause damage to Mass Tech Collaborative property or equipment is proper cause for administrative or disciplinary action up to and including termination of employment.
6. All employees are required to notify the Department of Human Resources in writing of any criminal drug statute convictions for a violation occurring in the workplace no later than five calendar days after such conviction. Mass Tech Collaborative will take appropriate action within 30 days of notification. An employee so convicted of a drug offense may be subject to disciplinary action, including termination. In deciding what action to take, management will take into consideration the nature of the charges, the employee's present job assignment, the employee's record with Mass Tech Collaborative, and other factors relative to the impact of the employee's conviction upon the conduct of Mass Tech's business as a public enterprise.

The communication of this policy to management and employees is critical to our success. Supervisory employees are to be alert for any infraction of this policy and are responsible for notifying the Department of Human Resources of any apparent violations. Formal investigation and administrative action regarding this policy may be undertaken by Mass Tech Collaborative.

1.10 Social Media Policy

For the purposes of this policy, the term "social media" includes all means of communicating or posting information or content of any sort on the Internet, including to your own or someone else's web log or blog, journal or diary, personal website, social networking or affinity website, web bulletin board or a chat room, as well as any other form of electronic communication.

In view of the widespread use of social media, MassTech established this policy to assist employees in conducting their participation in social media in a responsible and appropriate manner. The guidance offered here applies equally to any other form of media, whether in traditional print or other electronic forms, such as email.

MassTech recognizes that some employees maintain personal websites, blogs, microblogs (e.g., Twitter, Tumblr, etc.), or social networking profiles (Facebook, LinkedIn, etc.) and contribute content to such sites. In general, MassTech acknowledges the right of employees to use social media. However, use of social media also presents certain risks and carries with it certain responsibilities.

Ultimately, you are solely responsible for what you post online. Before creating online content, consider some of the risks and rewards that are involved. Keep in mind that any of your conduct that adversely affects your job performance, the performance of fellow employees or otherwise adversely affects Board members, stakeholders, and partners may result in disciplinary action up to and including termination. To assist you in making responsible decisions about your use of social media, please follow the guidelines listed below:

Know and follow the rules

Carefully read the Anti-Harassment and Anti-Discrimination Policy in the MassTech Employee Handbook and ensure your postings are consistent with this policy. Inappropriate postings that include discriminatory remarks, illegal harassment, and threats of violence or similar inappropriate or unlawful conduct will not be tolerated and may subject you to disciplinary action up to and including termination.

Be respectful

Always be fair and courteous to fellow employees, Board members, stakeholders, and partners or people who work on behalf of MassTech. Also, keep in mind that you are more likely to resolve work-related complaints by speaking directly with your co-workers than by posting complaints to a social media outlet. To the extent you post any information, comments, or opinions via social media, avoid using statements, photographs, video or audio that reasonably could be viewed as malicious, obscene, threatening or intimidating, or that might constitute illegal harassment or bullying. Examples of such conduct might include offensive posts meant to intentionally harm someone's reputation or posts that could contribute to a hostile work environment on the basis of race, sex, disability, religion or any other status protected by law or company policy.

Be honest and accurate

Make sure you are always honest and accurate when posting information or news, and if you make a mistake, quickly correct it. Be open about any previous posts you have altered.

Remember that the Internet archives almost everything; therefore, even deleted postings can be searched. Never post any information or rumors that you know to be false about MassTech, fellow employees, Board members, stakeholders, and partners or people who work on behalf of MassTech.

Post only appropriate and respectful content

Be aware that in some circumstances state law prohibits employees of public entities such as MassTech from using their official positions in unauthorized ways or disclosing certain kinds of information gained as a result of their public employment. Accordingly, make sure you maintain the confidentiality of MassTech's

private or confidential information. Do not post internal business-related confidential communications and make sure you only express your personal opinions.

Never represent yourself as a spokesperson for MassTech and if MassTech is a subject of the content you are creating, be clear and open about the fact that you are an employee and make it clear that your views do not represent those of MassTech, fellow employees, Board members, stakeholders, partners or people who work on behalf of MassTech.

Retaliation is prohibited

MassTech prohibits taking negative action against any employee for reporting a possible deviation from this policy or for cooperating in an investigation. Any employee who retaliates against another employee for reporting a possible deviation from this policy or for cooperating in an investigation will be subject to disciplinary action, up to and including termination.

Media contacts

Employees should not speak to the media on MassTech's behalf, on or off the record, without prior authorization from the Director of Communications or Chief of Staff.

For more information

If you have questions or need further guidance, please contact the Chief Human Resources Officer.

SECTION 2: Employment



2.1 Employment at Will

All Mass Tech’s employees are employed “at will.” This means that unless there is a written agreement to the contrary signed by the Executive Director, employees of Mass Tech Collaborative have no contract of employment or definite term of employment. Employment with Mass Tech Collaborative may be terminated at any time by either the employee or Mass Tech Collaborative for any lawful reason. Only the Executive Director can change or modify the “at will” relationship.

2.2 Employment of Relatives

As an employee of Mass Tech Collaborative, you may *not* hire, promote, supervise or otherwise participate in the employment of a member of your family or your spouse’s family. A family member is defined as spouse, child, sibling, parent, grandparent, aunt or uncle, and those related to you by marriage.

2.3 Employment of Minors

In general, it is Mass Tech’s policy not to employ minors. In the event that a person under the age of 18 may be employed as an intern or temporary employee, Mass Tech Collaborative will adhere to state and federal laws governing the employment of minors.

2.4 Employment of Non-US Citizens

Should you require employment authorization to work in the United States, it is your responsibility to monitor dates of validity and required renewal dates, and notify Human Resources. You must provide proof of valid, current legal work authorization to Human Resources as requested.

2.5 MassTech Work Week

A normal work week for full-time Mass Tech Collaborative employees is 40 hours. A normal workday at Mass Tech Collaborative is at least eight hours of work Monday through Friday between the hours of 8:00 a.m. and 6:00 p.m.

2.6 Performance Review Process

Once hired, your performance will be evaluated through our annual Narrative Assessment Process. The Narrative Assessment Process provides an opportunity for employees and managers to have an interactive discussion about an employee's performance, position, and the Mass Tech work environment. This collaborative process focuses on accomplishments, goals, and strategies to enrich communication and performance. Your manager will meet with you annually to discuss your self-assessment, and provide written feedback which will become part of your personnel file. Mass Tech Collaborative, at its sole discretion, may consider adjustments to base compensation as part of this evaluation process.

Additionally, Mass Tech Collaborative encourages managers and employees to discuss performance and goals on a more informal basis. Informal reviews may take place throughout the year, especially for new hires, and an employee's manager may conduct special written performance appraisals at any time to advise the employee of any performance or disciplinary problems.

SECTION 3: Compensation



Mass Tech Collaborative complies with such laws as [Fair Labor Standards Act \(FLSA\)](#) and applicable state and local laws such as the [Massachusetts Equal Pay Act](#) regarding wages, hours, overtime, and recordkeeping. Please check with your supervisor and our Chief Human Resources Officer should you have any questions regarding compensation.

3.1 Pay Periods and Direct Deposit

You will be paid on a bi-weekly basis. Payday is every other Friday. You will have access to ADP's iPay website to view your paystubs and other pertinent payroll information. If payday falls on a holiday you will be paid on the last workday prior to the holiday.

You are encouraged to elect direct deposit and to have your net pay automatically deposited into a checking or savings account at a bank of your choice. New employees or employees changing banks to which their checks are deposited should allow one pay period for processing before direct deposit takes effect. During that time you will receive a "live" paycheck.

3.2 Timesheets

Mass Tech Collaborative uses a bi-weekly payroll system. All employees must accurately track and report hours worked into Mass Tech's time tracking system. The electronically submitted timesheet is approved by the employee's manager and should be received by the Payroll and Benefits Coordinator no later than 5:00 p.m. on the Friday before the pay date.

3.3 MassTech Collaborative's Classification of Employees

For purposes of establishing your eligibility for certain benefits offered by Mass Tech Collaborative we have established the following categories to define the nature of your employment status.

1. Regular Employees are individuals on Mass Tech's payroll who are regularly scheduled to work for 20 hours or more per week for an unspecified term. Regular Employees are eligible for Mass Tech's benefits package, subject to the terms, conditions and limitations of each benefit program.
2. Other Employees are individuals who are scheduled to work less than 20 hours per week.
3. Temporary Employees are individuals who have a specified term or duration of employment not exceeding 12 consecutive weeks.

Other Employees and Temporary Employees are eligible for a limited benefits package. For further details about your benefit eligibility, please see Section 4.

3.4 Exempt and Non-Exempt Positions

All Mass Tech Collaborative positions are classified as exempt or non-exempt as defined by the FLSA, for the purpose of determining whether the employee is eligible to receive compensation for worked overtime. Your position description indicates whether your position is exempt or non-exempt.

Exempt positions are not eligible to be compensated for overtime. Mass Tech Collaborative may, in its discretion, provide exempt employees with compensatory time due to extraordinary circumstances. Such determinations will be made on a case-by-case basis.

Non-exempt positions are those positions that are paid on an hourly basis and are compensated at time-and-one-half (overtime) for all actual work in excess of 40 hours per week.

You are encouraged to speak with the Chief Human Resources Officer if you have any questions about payment of overtime or the classification of your position.

3.5 Overtime

Non-exempt employees will receive overtime pay for hours worked in excess of 40 in a work week at a rate of one and one-half times the employee's regular rate of pay. Only actual hours worked count toward computing overtime.

Paid time off (e.g. earned time, holidays and bereavement leave) that is not actually worked or unpaid leave is *not* counted in the calculation to determine whether an employee has worked over 40 hours in a week.

Overtime is not intended for employees to perform the "usual and ordinary" requirements of their work, but rather for special projects or periods of unusually heavy activity.

All instances of overtime work by non-exempt employees must be approved in advance by the employee's manager and, upon request, by the Department Head. Employees may not be given "blanket approval" to work overtime at their own discretion. Non-exempt employees who work beyond their regularly scheduled hours without prior authorization may be sent home before the end of the day or work week to limit worked hours to 40.

Overtime must be reported on the non-exempt employees' timesheets. The electronic timesheet contains a comment section for the explanation of the work performed. Time sheets containing overtime must be approved by the manager and, upon request, by the Department Head.

3.6 Payroll Deductions for Exempt Employees – FLSA Safe Harbor

It is the policy of Mass Tech Collaborative to fully comply with the [Fair Labor Standards Act \(FLSA\)](#). In keeping with this commitment, Mass Tech Collaborative will pay exempt employees their full salary for any work week in which they perform work, regardless of the number of days or hours worked, subject only to

deductions that are permitted by law. Mass Tech Collaborative will promptly investigate and correct any improper payroll deductions or other payroll practices that do not comply with the FLSA. If an employee believes that an improper payroll practice—such as an improper deduction from an exempt salary—has occurred, he or she may make a complaint to the Chief Human Resources Officer. The Chief Human Resources Officer will see that the matter is appropriately reviewed. An employee will be reimbursed for the amount of any inappropriate deduction taken.

3.7 Social Security Contribution

As an instrumentality of the Commonwealth of Massachusetts, Mass Tech Collaborative has exercised the option of declining to participate in the Federal Insurance Contributions Act (FICA). Therefore, neither Mass Tech Collaborative nor Mass Tech employees currently pay the Social Security Tax on wages. Instead, Mass Tech Collaborative contributes to the Simplified Employee Pension Plan for employees as described in Section 4.8 of this Employee Handbook.

However, Mass Tech Collaborative employees and Mass Tech Collaborative do pay the Medicare Tax component of the FICA-mandated payroll tax on wages. If you have any questions with regard to the application (or non-application) of these taxes to you, please contact the Payroll and Benefits Coordinator.

SECTION 4: Benefits



4.1 Introduction to Benefit Plans

The following is a general description of the benefits currently offered to some or all employees at Mass Tech Collaborative. For a more complete description of these benefits and eligibility requirements, please refer to the benefit plan description for each specific plan. Benefit plan descriptions are available through the Human Resources Department, at <http://www.masstech.org/hr>. Please contact Human Resources for the most current site password.

The summary of benefits contained in this Employee Handbook is not intended to take the place of the more detailed benefit plan descriptions. Descriptions in the plan documents will override the information in this Employee Handbook in the event the information presented is in conflict. Please contact the Human Resources Department if you have any questions about your employee benefits.

Please note that most of these Employee Benefits offerings are extremely complex and subject to change. Changes include those initiated by Mass Tech Collaborative, those determined by plan providers, and changes in federal and State tax and employment laws. It is not practical to list all requirements in this Employee Handbook. Mass Tech Collaborative may change, suspend or discontinue any or all such benefits at any time with or without notice.

Mass Tech Collaborative is committed to hiring and retaining talented staff. To this end, we strive to offer a competitive package of employee benefits. For the purpose of this Policy, “employee benefits” is a term that currently includes:

| | |
|---|--|
| Medical Insurance | Simplified Employee Pension Plan (SEP) |
| Dental Insurance | Deferred Compensation Plan 457(b) |
| Life Insurance and Accidental Death and Dismemberment Insurance | Employer Sponsored Tax-Qualified Plan 401(a) |
| Short Term Disability Insurance (STD) | Tuition Reimbursement |
| Long Term Disability Insurance (LTD) | Employee Assistance Plan (EAP) |
| Flexible Benefits – Section 125 Plan | Earned Time |
| Flexible Spending Plan (FSA) | Paid Sick Time |
| Paid Holidays | |

4.2 Benefits Eligibility

The Human Resources Department can provide you with information that explains the specific eligibility and requirements of each employee benefit. Subject to the specific requirements applicable to a particular employee benefit, Mass Tech Collaborative employees are generally eligible to receive or participate in employee benefits as defined in the table below:

| | Regular Employee 20 Hours/Week or More | Other Employee Less than 20 Hours/Week | Temporary Employee 12 Weeks or Less |
|-------------------|---|---|--|
| Medical/Dental | x | | |
| Life/AD&D/STD/LTD | x | | |
| FSA | x | | |
| EAP | x | x | x |
| Tuition* | x | | |
| SEP | x | x | x |
| 401(a)/457(b) | x | | |
| Earned Time** | x | | |
| Paid Sick Time | x | x | x |
| 125 Plan | x | | |
| Paid Holidays | x | | |

* Certain Mass Tech-provided Employee Benefits, such as the Tuition Reimbursement plan, have additional requirements that the employee must have been employed at the Collaborative for a specified period prior to becoming eligible to participate.

** Earned Time includes paid sick time for Regular Employees only.

4.3 Insurance Plans

Medical Insurance. Mass Tech Collaborative currently offers a medical insurance plan to all eligible employees and their eligible family members. Mass Tech Collaborative pays a portion of the monthly premium cost. Employees currently pay a portion of the monthly premium cost through pre-tax payroll deductions. Medical insurance coverage eligibility generally begins on your date of hire.

Dental Insurance. Mass Tech Collaborative currently offers a dental insurance plan to all eligible employees and their eligible family members. Mass Tech Collaborative pays a portion of the monthly premium cost. Employees currently pay a portion of the monthly premium cost through pre-tax payroll deductions. Dental insurance coverage eligibility generally begins on your date of hire.

Enrolling in Medical and/or Dental Insurance Coverage. Participation in medical and dental insurance is voluntary. To elect the coverage when hired or you otherwise become an eligible employee, you must complete an enrollment form which requests basic subscriber information, and return it to the Human Resources Department within the time specified by Mass Tech Collaborative. If you do not elect coverage during this period your next opportunity to enroll will be during the next annual open enrollment period unless you have a qualifying event that meets Internal Revenue Service requirements. Each year you will be notified of the annual enrollment period, enrollment procedures, coverage costs and time frames available to enroll in or change your benefit elections for the upcoming plan year.

Changing Medical and/or Dental Insurance Coverage. Generally, the benefit elections you make will remain in effect for the entire plan year unless you experience a change in status or you qualify for a special enrollment period, which permits you to change your benefit election. You should contact the Human Resources Department immediately if you think that you have experienced an event that would qualify for a change in your medical or dental insurance coverage since your election change must be received by Mass Tech Collaborative as early as within 30 days of the event.

Termination of Medical and Dental Insurance. Your medical insurance and dental insurance coverage will cease if the coverage is terminated by Mass Tech Collaborative, you cease to be a benefit eligible employee for any reason (including death or retirement) or you fail to pay any required contribution for coverage.

Group medical and dental insurance coverage may be continued under the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA), for a period determined by applicable law, after group coverage ends if you were enrolled in medical or dental insurance coverage and you experience a “qualifying event” that causes you to lose group health coverage.

Life Insurance. Life Insurance and Accidental Death and Dismemberment are currently provided to all eligible employees. The current coverage amount is up to two times your annual salary, subject to certain limits. The entire cost of this benefit is currently paid by Mass Tech Collaborative. A portion of the annual cost of such insurance may be deemed to be included in the employee’s taxable income.

Employees are automatically enrolled in Mass Tech’s Life Insurance Program on their date of hire. A beneficiary is designated at this time, but you may change the beneficiary of your life insurance at any time.

For detailed information or questions about life insurance, please contact the Human Resources Department or refer to the benefit booklet issued by the insurance carrier.

Short Term Disability Coverage. The short term disability benefit provided by Mass Tech Collaborative is intended to provide income replacement for employees unable to work due to a non-work related illness, injury or a pregnancy and is paid from Mass Tech’s general assets. Mass Tech Collaborative provides this benefit at no cost to the employee. Eligibility begins on your date of hire.

Benefits commence only after the employee has completed a seven calendar day waiting period during which the employee’s absences from work have been due to total or partial disability, as defined and explained more fully in the short-term disability policy. During the waiting period the employee may use available Earned Time or Paid Sick Time, or they may take unpaid leave. Earned Time or Paid Sick Time hours charged during the waiting period will not be credited back to the employee after eligibility is determined.

The employee must return to work as soon as permitted by the employee’s health care provider. The employee must submit a fitness-to-return-to-duty clearance signed by their health care provider to the Chief Human Resources Officer. An employee whose absence has been designated as FMLA (Family and Medical Leave Act) leave is eligible for reinstatement as provided by the FMLA.

Mass Tech Collaborative will continue an employee's medical and dental insurance coverage on the same basis as if the employee were actively working. Earned Time and Paid Sick Time will not accrue during disability leave. An employee receiving short-term disability payments is not eligible for holiday pay and most forms of leave, including but not limited to bereavement leave and jury duty leave.

An employee receiving short-term disability payments is expected to notify the Chief Human Resources Officer on a timely basis of any changes in their medical status and anticipated return date. When possible, the employee should give at least one week's notice of the employee's intent to return to work to the Chief Human Resources Officer and the employee's manager.

Short-term disability will not extend beyond the date that long-term disability payments are scheduled to begin.

For detailed information or questions regarding this policy, please contact the Human Resources Department.

Long-Term Disability Insurance. The long-term disability (LTD) insurance provided by Mass Tech Collaborative is intended to provide income replacement for employees unable to work due to a non-work related illness, injury or a pregnancy, typically after the exhaustion of short-term disability benefits.

The employee must be totally disabled for 90 consecutive days to be eligible for LTD benefits, as determined by the LTD insurance carrier.

The benefit is paid on a monthly basis. Mass Tech Collaborative has structured its LTD plan to provide the employee with benefits that receive a tax-favored status.

An employee whose absence has been designated as FMLA (Family and Medical Leave Act) leave is eligible for reinstatement as provided by the FMLA.

An employee receiving LTD payments is expected to notify the Chief Human Resources Officer on a timely basis of any changes in their medical status and anticipated return date. The employee should give at least one week's notice of the employee's intent to return to work to the Chief Human Resources Officer and the employee's manager.

For detailed information or questions about LTD insurance, please contact the Human Resources Department or refer to the benefit booklet issued by the insurance carrier.

4.4 Flexible Benefits – Section 125 Plan

Mass Tech Collaborative maintains a Flexible Benefits – Section 125 Plan. The purpose of this plan is to set aside a portion of your salary (through a salary reduction agreement) to pay for certain expenses in a tax-subsidized manner, thereby reducing the cost of those expenses to you. More specifically, the portion of your salary set aside under this Section 125 Plan is not included in your gross income for federal or state tax purposes and is expended by Mass Tech Collaborative on your behalf to defray certain expenses as permitted by the Internal Revenue Code. The permitted expenses fall into three categories: (i) the

employee portion of the cost of medical and dental insurance; (ii) certain medical and dental expenses not covered by Mass Tech's insurance plans; and (iii) certain dependent care expenses.

In the case of the employee portion of the cost of medical and dental insurance, Mass Tech Collaborative **automatically** reduces employee salaries by the amount of that cost and expends that amount through the Section 125 Plan on the employee's behalf to pay the employee's portion of the cost of the employee's medical and dental insurance. Participation in this portion of the Section 125 Plan is **mandatory** for all Mass Tech Collaborative employees who elect Mass Tech Collaborative-provided medical and dental insurance. Mass Tech Collaborative employees may **voluntarily** participate in the other portions of the Section 125 Plan by executing a salary reduction agreement that sets aside additional portions of their salary to pay for certain medical and dental expenses not covered by Mass Tech's insurance plans and for certain dependent care expenses.

For questions regarding the requirements of the Flexible Benefits – Section 125 Plan, please contact the Human Resources Department.

Medical Expense Reimbursement Account. Mass Tech Collaborative offers a Medical Expense Reimbursement Account benefit that allows eligible employees to pay for certain non-covered medical and dental expenses incurred during the plan year on a pre-tax basis. Eligible employees are allowed to reduce their annual salaries up to the annual maximum amount permitted by the IRS. The Medical Expense Reimbursement Account may be an advantageous way to pay for eligible health care expenses that are not reimbursed through your health care plan.

Dependent Care Reimbursement Account. Mass Tech Collaborative offers a Dependent Care Reimbursement Account benefit that allows you to pay for certain childcare and eldercare expenses incurred during the plan year on a pre-tax basis. Employees may elect to reduce their annual salaries up to the annual maximum amount permitted by the IRS. A Dependent Care Reimbursement Account reimburses you for care provided to dependents in circumstances where you (and your spouse, if you are married) are at work. Care can be for your dependent child(ren) age 12 and under and any dependent of any age if he or she lives with you and cannot care for himself or herself, such as an elderly parent or disabled child.

4.5 Earned Time

Mass Tech Collaborative recognizes that employees need time off from work for vacation, illness, and other personal needs. We have established an Earned Time program through which eligible employees accrue Earned Time for use as vacation, sick or personal time, including absences due to unforeseen emergencies or in the event of a short term illness or disability.

Vacation or Personal Time

The use of Earned Time for vacation or personal time must be approved in advance by your manager. Mass Tech Collaborative will seek to accommodate vacation requests based on the staffing needs of the organization. If a paid holiday falls during your vacation period, you will be paid for the holiday, and will not be required to use Earned Time hours.

Sick Time

The use of Earned Time for sick time by an employee shall be subject to the Massachusetts Earned Sick Time Law (see [M.G.L. ch. 149, Sec. 148C](#) and [940 CMR 33.00](#)). “Earned Sick Time” is a term established by state law that is separate and distinct from “Earned Time” as that term is otherwise used in this Policy.

An employee may use Earned Time for “sick time” or “Earned Sick Time”: (i) to care for a physical or mental illness, injury or medical condition affecting the employee or the employee’s child, spouse, parent or parent of a spouse; (ii) to attend routine medical appointments of the employee or the employee’s child, spouse, parent or parent of a spouse; or (iii) to address the effects of domestic violence on the employee or the employee’s dependent child.¹ This also includes the time required to travel to or from any location related to the purpose for which sick time is taken.

Employees must use a minimum of one hour of Earned Time per use of Earned Sick Time, and in increments of 30 minutes after the first hour. Employees are not required to work additional hours to make up for absences covered by this Policy.

Additional Earned Time will not be provided to employees who use all their time for other purposes (i.e., vacation or personal time) and have the need of sick leave later in the year.

Absence from Work

Your attendance for scheduled work is necessary and required. If you are unexpectedly unable to report for work you must notify your manager by email prior to or within the first hour of the start of the work day on which you will be absent, and on every subsequent day thereafter.

It is the responsibility of a manager to notify the Chief Human Resources Officer of an employee’s absence from work for more than five consecutive work days (excluding scheduled vacations). Mass Tech Collaborative may request medical documentation of illness after five consecutive days of absence due to illness. Employees who are absent excessively or demonstrate patterns of absences may be subject to disciplinary action.

How Earned Time is Accrued

Eligible employees accrue Earned Time as follows. Earned Time is accrued for each bi-weekly pay period based on your regularly scheduled work hours and your length of service with Mass Tech Collaborative. Earned time will accrue based on the number of hours actually worked, as well as hours accounted for by authorized use of accrued Earned Time, Bereavement Leave, Paid Military Leave, and Paid Holidays which fall on days on which you are normally scheduled to work.

¹ For purposes of this policy, (i) the term “child” means a biological, adopted or foster child, stepchild, legal ward, or a child of a person who has assumed the responsibilities of parenthood; and (ii) the term “parent” means a biological, adoptive, or foster parent, or stepparent of the employee or the employee’s spouse, or a person who assumed the responsibilities of parenthood when the employee or employee’s spouse was a child.

Short Term Disability Leave, Long Term Disability Leave, Overtime Hours, Unpaid Leaves, and Paid Holidays that fall on days on which the employee is normally not scheduled to work are not included in the calculation of accrued Earned Time.

Employees eligible for Earned Time accrued based on their length of service with Mass Tech Collaborative, as follows:

Earned Time Accrual

| Length of Service | Accruals per Two Week Pay Period (Hours) | Days per Year* |
|--|---|-----------------------|
| Less than five (5) years | 6.46 | 21 |
| Five (5) years, but less than 10 years | 8 | 26 |
| 10 years, but less than 15 years | 9.54 | 31 |
| 15 years, but less than 20 years | 11.08 | 36 |
| 20 years or more | 12.62 | 41 |

* Days per year are presented for illustrative purposes only. Calculation of Earned Time will be made using the schedule of hours accrued per two week pay period.

To the extent an employee works fewer than 80 regularly scheduled hours during a two-week pay period, the above accrual amounts will be prorated (e.g., if an employee with three years of service has 60 regularly scheduled work hours during a pay period, then the Earned Time accrual during that period would be $(60 \div 80) \times 6.461 = 4.842$ hours).

An employee may submit a request to the Chief Human Resources Officer and the employee's manager, on a form provided by the Human Resources Department, for an advance of some or all of the Earned Time that the employee would normally accrue in the course of employment during the remainder of the calendar year in which the request is made. If such request is approved by the Chief Human Resources Officer, whose approval shall not be unreasonably withheld, the advancement of Earned Time shall be made in the form of a loan to the employee. If the employee separates from employment during the calendar year in which the Earned Time loan was made, Mass Tech Collaborative may, at its sole discretion, require the departing employee to reimburse Mass Tech Collaborative for the amount of Earned Time used by the employee during the calendar year that exceeds the amount of Earned Time accrued by the employee during the calendar year. The value of Earned Time shall be calculated on the basis of the employee's regular hourly rate.

Use of and Accrual Cap on Earned Time

Mass Tech Collaborative expects that its employees will endeavor to take advantage of their Earned Time and are encouraged to use Earned Time throughout the course of the year. The use of Earned Time shall be subject to the approval of the employee's manager. Employees must use all Earned Time accrued during the particular calendar year by March 31st of the following calendar year (the period of January 1– March 31 of the following calendar year is referred to as the "Catch Up Period"). Any unused Earned Time balance existing as of March 31st of the following calendar year shall be forfeited by the employee. If an employee carries an Earned Time balance in to the Catch Up Period, Earned Time taken during the Catch Up Period shall draw down on the prior calendar year's balance of accrued Earned Time until the prior calendar year's accrued balance is exhausted. An employee will forfeit any Earned Time balance carried from the prior year existing at the end of the Catch Up Period.

Notwithstanding the foregoing, Earned Time accrued but not used by an employee as of the close of business on December 31, 2017 ("Pre-2018 Earned Time Balance") shall not be subject to forfeiture and shall be carried forward without limitation. Employees with a Pre-2018 Earned Time Balance are permitted, but not required, to use such time if the employee has used all Earned Time that would otherwise accrue during a calendar year.

Mass Tech Collaborative employees are not permitted to "buy back" accumulated Earned Time. An employee whose services are terminated (voluntarily or involuntarily) shall be paid an amount equal to the Earned Time leave that has accrued but has not been used by the employee up to the time of separation, including any remaining Pre-2018 Earned Time Balances.

When taking leave that would otherwise be unpaid, employees are required to first use any accrued, unused Earned Time.

Earned Time Payouts for Executives

In order to comply with state law, there shall be a cap on the payout for unused Earned Time to an executive (as designated by the Personnel and Governance Committee of the Board of Directors, consistent with state law) who is separating from Mass Tech Collaborative. An executive leaving Mass Tech Collaborative shall receive payment of the Pre-2018 Earned Time Balance plus the lesser of (1) the Earned Time balance accrued from January 1 onward in the year of their separation; or (2) the Earned Time accrual amount that would bring the executive up to the maximum potential payment for paid time off that a similarly situated state employee would be eligible to receive upon separation from service to the Commonwealth of Massachusetts.

Earned Time Exemptions

An employee may request an exemption from specific provision(s) of this Earned Time Policy. Requests submitted by an executive employee shall be subject to review and approval by the Personnel and Governance Committee of the Mass Tech Collaborative Board of Directors. Requests submitted by any other employee shall be subject to review and approval by the Executive Director. Exemptions may be granted when it is determined to be in the best interests of the Mass Tech Collaborative.

4.6 Paid Holidays

Mass Tech Collaborative grants the following holidays with pay to all eligible employees:

- New Year's Day
- Martin Luther King's Birthday
- Presidents' Day
- Patriots' Day
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Columbus Day
- Veterans' Day
- Thanksgiving Day
- Day After Thanksgiving
- Christmas Day

Holidays that fall on a Saturday will be observed on the preceding Friday. Holidays that fall on a Sunday will be observed on the following Monday.

Part-Time Employees

Eligible part-time employees receive holiday pay if the holiday falls on a day that they are normally scheduled to work. Holiday pay for part-time employees is calculated on the number of hours the employee is normally scheduled to work on the day on which the holiday falls.

Employees on Unpaid Leave

Employees who are on unpaid leave either the working day before or the working day after a holiday are not eligible for the holiday pay.

Working on a Holiday

If an exempt employee is required by their supervisor to work on a holiday, the employee will be entitled to compensatory hours equal to hours worked on the holiday. The compensatory time must be taken within 30 days of earning it. When non-exempt employees are required to work on a holiday by their supervisor, they will receive regular pay for the hours worked.

Employees on paid or unpaid leave are not eligible for Paid Holidays.

4.7 Retirement Plans

Simplified Employee Pension (SEP). Mass Tech Collaborative currently contributes an amount equal to 15% of your gross salary to an employee-designated Individual Retirement Account (IRA). All employees who are at least 18 years of age are required to participate in this plan. As soon as Mass Tech Collaborative makes a contribution to your account, you are fully vested in the SEP Plan. This means that the money

belongs to you and subject to the applicable provisions of the United States Internal Revenue Code; it may be withdrawn or transferred to another corresponding retirement plan, at your choice.

Mass Tech's contributions, together with interest and dividends they may earn, will generally not be subject to federal or state income tax until they are received in the form of benefits at retirement unless withdrawn prior to retirement. The Internal Revenue Service may impose tax penalties on monies withdrawn from retirement plans prior to retirement.

Deferred Compensation Plan 457(b). Mass Tech Collaborative currently offers eligible employees the opportunity to reduce their taxable wages for state and federal tax purposes through our Deferred Compensation Plan, which is similar to a 401(k) plan. Employees who wish to participate are required to execute a "salary reduction agreement," which authorizes Mass Tech Collaborative to remit the amount you decide to defer toward the purchase of retirement investments.

The Deferred Compensation Plan is designed for employees who want to set aside tax-deferred funds over and above amounts being accumulated under Mass Tech's SEP/IRA retirement plan. Deferred compensation amounts, together with interest and dividends they may earn, will generally not be subject to federal or state income tax until they are received in the form of benefits at retirement unless withdrawn prior to retirement.

The Internal Revenue Code governs the amount that may be contributed annually to the Deferred Compensation Plan. Deferred Compensation Plan eligibility begins on your date of hire.

Employer Sponsored Tax-Qualified Plan 401(a). Mass Tech Collaborative currently offers eligible employees an Employer Sponsored Tax-Qualified Plan 401(a). The 401(a) Plan provides employees a matching contribution of up to 50% of the employee contribution with a maximum match of three percent of the employee's salary in the Deferred Compensation Plan 457(b). Employees who participate in the deferral will vest in these employer contributions at the rate of 25% per year.

Employees execute a "salary reduction agreement" which authorizes Mass Tech Collaborative to remit the amount you decide to defer in the Deferred Compensation Plan 457(b) discussed above.

Employer Sponsored Tax-Qualified Plan 401(a) eligibility begins on your date of hire if you elect to participate in the Deferred Compensation Plan 457(b).

4.8 Tuition Reimbursement

Participation in the Tuition Reimbursement program is primarily intended for employees who are studying for a bachelor or graduate degree or specialized certificate in a work-related field and for work-related courses. Employees who have worked for Mass Tech Collaborative for six months or more and regularly perform services for 20 hours per week or more are eligible to participate in this program.

Tuition Reimbursement: Amounts and Limitations of Assistance. Tuition reimbursement will be authorized to a maximum of \$5,000 per calendar year. Authorization must be obtained in advance of taking any courses from your immediate manager, the Chief Human Resources Officer and the Chief Financial Officer to ensure funding. Tuition reimbursement will not be provided if the employee has their tuition paid

by another source. Mass Tech Collaborative may make a determination to provide tuition benefits in its sole discretion.

Reimbursement is limited to 100% of total tuition. The following expenses are specifically **excluded** from tuition reimbursement:

- Entrance fees (e.g. LSAT, GMAT, GRE, Miller analogies) and professional review courses (e.g. BAR, ETT or CPA reviews)
- Application, activity and registration fees
- Books and other course material
- Travel

Courses must be taken at an accredited school, college, university or state-licensed vocational school and completion of the course(s) with a passing grade “C” or better (or “pass” in a pass/fail system) is required. No course participation is allowed during working hours, with the exception of flextime adjustments to an individual’s work schedule as approved by your manager and the Chief Human Resources Officer. To be eligible for tuition reimbursement, the course or degree being sought must be related to the employee’s present assignment or as required as part of a degree program. Mass Tech Collaborative in its discretion will determine if the course is related to the employee’s present assignment.

Reimbursement will be paid to employees upon presentation of a grade report of “C” or better (or “pass” in a pass/fail system) for the pre-approved course and a receipt showing that the employee has paid for the course.

The tuition reimbursement budget is limited. Therefore, this program cannot be considered an entitlement. The Chief Financial Officer will notify the employee when expenditures for tuition reimbursement have reached the budget ceiling.

Since there may be tax implications resulting from the receipt of tuition reimbursement, employees should contact their own financial advisors to ascertain the tax status of all reimbursed amounts.

4.9 Employee Assistance Plan

Mass Tech Collaborative currently offers an Employee Assistance Plan (EAP) to all employees and their household members at no cost to you effective on your date of hire. The EAP provides confidential assessment and referral services, and short-term counseling help when working through life’s challenges. The EAP does not share any information about your involvement or use of EAP services with Mass Tech Collaborative without your prior knowledge and written permission, except as may be required by law.

4.10 Workers’ Compensation Insurance

Mass Tech Collaborative maintains Workers’ Compensation Insurance, which compensates an employee or surviving beneficiary for lost time, medical expenses and loss of life or dismemberment from an injury arising out of or in the course of work. Mass Tech Collaborative pays the total cost of this insurance and employees are eligible for this coverage on their date of hire.

Employees must report any accident or injury immediately to their manager and the Chief Human Resources Officer. Failure to report on-the-job injuries could jeopardize your right to workers' compensation. You may not receive compensation for injuries resulting from your serious or willful misconduct. If you submit a fraudulent claim, you may be subject to disciplinary action up to and including termination of employment.

If the insurance company deems the injury or illness to be work related, you will receive workers' compensation during your absence. The insurance company and the Chief Human Resources Officer must receive a certification form your health care provider of your work related injury or illness which includes an expected date of your return to work.

Employees who are absent from work and receiving Workers' Compensation must continue to pay for their portion of health and dental insurance benefits during this time.

SECTION 5 Absences from Work/Leaves



Circumstances may arise that necessitate extended absences from work. A leave of absence may be granted for a specified and limited period of time. General information about the specific types of paid and unpaid leaves offered by Mass Tech Collaborative are provided below. Please contact the Chief Human Resources Officer should you require more information.

Mass Tech Collaborative will maintain medical and dental health insurance, life and long term disability insurance coverage for an employee on certain paid and unpaid leaves whenever the employee received such insurance before the leave was taken and on the same terms as if the employee had continued to work. During the leave, the employee continues to be responsible for payment of their share of the premiums for insurance coverage.

A leave of absence presumes that the employee will return to work on a specified date. To the extent permissible under applicable law, Mass Tech Collaborative may recover compensation and insurance premiums it paid to maintain medical, dental, life and long term disability coverage for an employee who fails to return to work from a leave of absence.

If you fail to return to work or accept other employment on the date indicated on your leave request and have not received authorization from Mass Tech Collaborative to extend your leave, you may be considered by Mass Tech Collaborative to have voluntarily terminated your employment.

To the extent permissible under applicable law, Mass Tech Collaborative may request a medical examination or a doctor's certificate following or during an illness that causes you to be absent from work. In cases of prolonged illness, e.g., those lasting more than five consecutive days or frequent short-term absences due to illness, a doctor's certificate may be required upon return to work to determine your fitness to perform your duties.

The following are the types of leave that may be made available to employees at Mass Tech Collaborative:

| Unpaid Leaves of Absence | Paid Leaves of Absence |
|--------------------------------------|---|
| Absence from work without pay | Sick Leave |
| Family Medical Leave | Bereavement Leave |
| Massachusetts Parental Leave | Massachusetts Paid Family Medical Leave |
| Military Leave (more than two weeks) | Court/Jury Duty Leave |
| Small Necessities Leave | Military Leave (less than two weeks) |
| Voting Leave | Mass Tech Parental Leave |
| Domestic Violence Leave | |

5.1 Bereavement Leave

Employees will be granted bereavement leave based on the following matrix to eligible Regular employees:

| Maximum of five consecutive working days | Maximum of three consecutive working days | Maximum of one working day |
|--|---|--------------------------------|
| Parent or step-parent | Parent-in-law or child-in-law | Aunt or Uncle, Niece or Nephew |
| Spouse | Grandparent or grandchild | Sibling-in-law |
| Child or step-child | Sibling or step-sibling | Other household member |

Employees who wish to take time off with pay for bereavement should notify their manager and the Chief Human Resources Officer immediately.

If an employee requests more paid time off than is permitted by this policy, the employee may use earned time in accordance with Mass Tech's Earned Time Policy. With the approval of the employee's manager and the Chief Human Resources Officer, Mass Tech Collaborative may also grant additional time off **without** pay in appropriate circumstances.

Mass Tech Collaborative may request verification of the facts surrounding the leave and grant or deny the leave as deemed appropriate. Bereavement leave will not be paid to the extent the day(s) occur on a paid holiday or when the employee is on vacation or leave of absence due to illness or injury.

In circumstances of undue hardship such as international travel, additional paid leave up to two days may be granted with the approval of the employee's manager and the Chief Human Resources Officer.

5.2 Court/Jury Duty Leave

All employees called for jury duty will be given time off from work to serve on a jury in state or federal court. If you are selected for jury duty, you should notify your manager and the Benefits and Payroll Coordinator immediately and provide a copy of your jury duty summons or notification.

For employees who regularly perform services in excess of 20 hours per week, Mass Tech Collaborative will make up the difference between your jury duty pay and your regular wages for the first two weeks you serve as a juror. Thereafter, continued compensation for jury duty service will be made on a case-by-case basis. Mass Tech Collaborative reserves the right to recoup any payment jurors receive from the state.

For all employees not covered by the preceding paragraph, including temporary employees, Mass Tech Collaborative will make up the difference between your jury duty pay and your regular wages for the first three days that you serve as a juror. While on jury duty leave you will be issued your regular payroll check, and all remuneration from the courts (less any appropriate travel allowance) must then be turned over to Mass Tech Collaborative along with a copy of your jury duty pay receipts. Thereafter, continued compensation for jury duty service will be made on a case-by-case basis.

When an employee has been granted court leave for jury duty and is excused by the proper court authority, the employee is required to report back to work at Mass Tech Collaborative whenever the interruption in jury duty will permit four or more consecutive hours of employment.

Mass Tech Collaborative expects you to keep in contact with your manager during the duration of your jury service (unless you are sequestered) to advise your manager when you anticipate you will return to your regularly scheduled work hours.

5.3 Family and Medical Leave

In accordance with the Family and Medical Leave Act of 1993 (the FMLA), eligible employees may take up to 12 weeks (or, in the case of leave to care for an injured service member, up to 26 weeks) of unpaid, job-protected leave each year for specified family and medical reasons.

To be eligible for FMLA benefits, an employee must:

- have worked for the Collaborative for a total of at least 12 months;
- have worked at least 1,250 hours over the previous 12 months; and
- work or be based at a location where at least 50 employees are employed by Mass Tech Collaborative within 75 miles of each other.

Basic Leave Entitlement. Mass Tech Collaborative provides eligible employees with up to 12 weeks of unpaid, job-protected leave in a 12 month period (measured backward from the date any FMLA leave commences) for any of the following reasons:

- for incapacity due to pregnancy, prenatal medical care or child birth;
- to care for the employee's child during the first 12 months after birth or placement for adoption or foster care;
- to care for the employee's spouse, son or daughter (including a biological or adopted child, a foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis), or parent who has a serious health condition² (note that there are additional requirements for the care of an adult child); or
- for a serious health condition that makes the employee unable to perform their job.

Military Family Leave Entitlement. Eligible employees whose spouse, son, daughter or parent is on "covered active duty" or is called to "covered active duty" status may use their 12 week leave entitlement to address certain "qualifying exigencies." Qualifying exigencies may include, among other things, attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions and attending post-deployment reintegration briefings.

² Under the FMLA, a serious health condition is an illness, injury, impairment or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities. Subject to certain conditions, the continuing treatment requirements may be met by a period of incapacity of more than three consecutive calendar days combines with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other condition may meet the definition of continuing treatment.

With respect to a member of a regular component of the Armed Forces, “covered active duty” means duty during the deployment of the member to a foreign country. With respect to a member of a reserve component of the Armed Forces, “covered active duty” means duty during the deployment of the member to a foreign country under a federal call or order to active duty in support of a contingency operation pursuant to certain provisions of law.

The FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of unpaid leave in a 12 month period (measured forward from the date such FMLA leave commences) to care for a spouse, son, daughter, parent or next-of-kin who qualifies as a “covered service member.” A “covered service member” means (i) a current member of the Armed Forces (including a member of the National Guard or Reserves) who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status or is otherwise on the temporary disability retired list for a serious injury or illness; or (ii) a veteran who was discharged or released under conditions other than dishonorable at any time during the five year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran, and who is undergoing medical treatment, recuperation or therapy for a serious injury or illness.

In no event shall an employee receive more than 26 weeks of unpaid leave (for any reason) in a 12 month period.

Requesting Leave. All requests for FMLA leave must be brought to the immediate attention of the Human Resources Department for review and approval. All eligible employees requesting FMLA leave must intend to return to active employment with Mass Tech Collaborative at the end of the leave.

Employee Notice and Certification Requirements. Unless the need for an absence is not foreseeable (e.g., an emergency medical situation), a request for a FMLA leave of absence must be submitted in writing and supported by the appropriate certification form(s) at least 30 days before the commencement of the leave. Appropriate forms are available from the Human Resources Department. When leave is not foreseeable, such as during a medical emergency, the employee must provide notice as soon as practicable and, absent extraordinary circumstances, must comply with Mass Tech’s normal call-in procedures. An employee requesting leave as a result of a “qualifying exigency” must provide such notice as is reasonable and practicable to the extent the exigency is foreseeable.

Employees must provide sufficient information for Mass Tech Collaborative to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. This may include information demonstrating that the employee is unable to perform job functions, the family member is unable to perform daily activities, the employee or family member requires hospitalization or continuing treatment by a health care provider or the circumstances support the need for military family leave. Employees must also inform Mass Tech Collaborative if the requested leave is for a reason for which FMLA leave was previously taken or certified.

Employees will also be required to provide medical certification by the treating health care provider if leave is requested because of a serious health condition of the employee or family member, or to care for a covered service member. Mass Tech Collaborative also may require a second opinion from a health care provider designated and paid for by the Collaborative. When appropriate, Mass Tech Collaborative may also require periodic recertification supporting the need for leave.

Notice of Eligibility and Designation of FMLA Leave. In compliance with the applicable law, Mass Tech Collaborative will inform employees requesting leave whether they are eligible under the FMLA. If so, Mass Tech Collaborative will inform employees of their rights and responsibilities under the FMLA and of any additional information required to support their request for leave.

Mass Tech Collaborative will inform employees not eligible for FMLA leave of the reason(s) they are ineligible. After receiving sufficient information and certification, Mass Tech Collaborative will also inform employees if and how much leave will be designated as FMLA-protected. The request for an FMLA leave is subject to the approval of the appropriate supervisor **and** the Human Resources Department in accordance with applicable law.

If an absence that qualifies for FMLA leave is not foreseeable, Mass Tech Collaborative will designate the absence as FMLA leave once it receives sufficient supporting information regarding the reason for the leave. In cases where Mass Tech Collaborative does not have sufficient information, it may make a preliminary designation of the leave as an FMLA leave, subject to confirmation upon receipt of supporting documentation.

Use of Vacation/Sick Time. Mass Tech Collaborative may require employees to use accrued earned time during FMLA leave, subject to the requirements of the applicable paid time off plans, and as permitted by applicable law. If FMLA leave is for a personal medical reason, the FMLA leave will run concurrently with any benefits received by the employee under Mass Tech's short-term disability benefit or workers' compensation (for a work-related injury). Employees must comply with Mass Tech's paid leave policies when substituting paid leave for unpaid leave.

Employees on FMLA leave who are not eligible for Earned Time or short-term disability payments must take their leave on an unpaid basis.

Earned time will not accrue during any portion of the FMLA leave that is unpaid.

Employee's Rights during FMLA Leave. During an approved FMLA leave, the employee's position will be held open to the extent required by the FMLA. Under the FMLA, most employees must be restored to their original or equivalent positions with equivalent pay, benefits and other employment terms following an approved FMLA leave. However, an employee has no greater right to reinstatement or to other benefits and conditions of employment than if the employee had been continuously employed during the FMLA leave period.

During an approved FMLA leave, Mass Tech Collaborative will continue to pay its regular share of the premium for the employee's medical and dental insurance coverage. Employees are expected to make timely payment of their contribution portion for the medical and dental coverage. If an employee is receiving any paid leave (described above), normal employee contributions for health insurance will be deducted from payments made to the employee. Otherwise, the employee will be required to make the necessary premium payments to Mass Tech Collaborative.

An employee's use of FMLA leave cannot result in the loss of any employment benefit that the employee earned or was entitled to **before** using FMLA leave.

If an employee uses earned time to be paid during FMLA leave, the employee's coverage under Mass Tech's group life and LTD insurance policies will be treated the same as if the employee were actively working.

Returning to Work. If an employee fails to return to work after the expiration of an FMLA leave, Mass Tech Collaborative shall be entitled to recover from the employee the cost incurred by Mass Tech Collaborative to continue the employee's medical and dental insurance coverage. However, there may be limited circumstances where an employee will not be obligated to provide such reimbursement.

If an employee's FMLA leave is because of the employee's own serious health condition, the employee will be required, prior to returning to work, to submit to the Human Resources Department certification from their health care provider that the employee's medical condition is sufficiently resolved to permit the employee to return to work and perform the functions of the employee's job. Also, an employee may be required to be evaluated by a physician engaged (and paid for) by Mass Tech Collaborative prior to resuming work.

Mass Tech Collaborative may deny reinstatement to a "key employee" whose reinstatement would cause substantial and grievous economic injury to the operations of the Collaborative. A "key employee" is a salaried FMLA-eligible employee who is among the highest paid 10% of all the employees employed by Mass Tech with 75 miles of the employee's worksite. If Mass Tech Collaborative believes that reinstatement may be denied to a "key employee," it will notify the employee in writing of his/her "key employee" status when leave is requested or when leave begins, whichever is earlier.

An employee failing to return to work on the scheduled return date after an FMLA leave without securing an approved extension will be terminated from employment. Additionally, an employee who is permitted to take leave in excess of what is required by the FMLA is not guaranteed reinstatement.

Other FMLA Provisions

Intermittent Leave. An employee need not use their FMLA entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt Mass Tech's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis. FMLA leave will generally be counted in increments of 30 minutes. Employees should record intermittent FMLA leave on their weekly timesheets as such.

Spouses Employed by MassTech. In the event that an eligible employee and their eligible spouse are both employed by Mass Tech Collaborative, the two are entitled jointly to a combined 12 weeks of leave in a 12 month period (rather than 12 weeks each) if such leave is taken for: (i) the birth of a child or care of the newborn child; (ii) the placement with the employees of a child for adoption or foster care; or (iii) the care of a parent with a serious health condition.

Employee Rights. The FMLA protects employees from the unlawful interference with, restraint or denial of the exercise of any right provided by the FMLA. The FMLA also protects against unlawful discharge or

discrimination against any person for opposing any practice or because of involvement in any proceeding related to the FMLA.

We hope that any employee who has an issue concerning FMLA leave will bring the matter to the attention of Human Resources or their manager. While it is the right of the employee to take more formal action as described below, we hope that all employees will feel comfortable coming forward and allowing us to resolve the matter internally. Nonetheless, employees have the right to file a complaint with the United State Wage and Hour Division (866-4US-WAGE) or institute a legal action.

FMLA does not affect any federal or state law prohibiting discrimination or supersede any state or local law which provides greater family or medical leave rights. FMLA leave will run concurrently with any leave required by applicable state or local family or medical leave laws.

5.4 Massachusetts Paid Family and Medical Leave

MassTech provides Massachusetts Paid Family and Medical Leave coverage through a private plan option in accordance with M.G.L. c. 175M. This plan offers paid leave with benefits that are at least as generous as those provided under the law.

Effective January 2021, covered individuals are able to apply for benefits through our private plan carrier and may receive up to the maximum weekly benefit which is set annually by the Massachusetts Department of Family and Medical Leave following a seven (7) day waiting period. The exact benefit amount will be based on the individual's average weekly earnings.

Employees may be entitled to up to:

- Twenty (20) weeks of paid medical leave in a benefit year if they have a serious health condition that incapacitates them from work
- Twelve (12) weeks of paid family leave in a benefit year related to the birth, adoption, or foster care placement of a child, or because of a qualifying exigency arising out of the fact that a family member is on active duty or has been notified of an impending call to active duty in the Armed Forces
- Twelve (12) weeks of paid family leave to care for a family member with a serious health condition
- Twenty-six (26) weeks of paid family leave in a benefit year to care for a family member who is a covered service member with a serious health condition.

It is important to note covered individuals are eligible for no more than twenty-six (26) weeks in total of paid family and medical leave in a single benefit year. Our current disability and parental leave programs will coordinate benefits with MA Paid Leave benefits. This means that you will still be able to qualify for disability and/or paid parental leave benefits through our short-term and/or long-term disability plans and our paid parental leave policy. The amount you receive through these plans will be net of any benefit amount you are entitled to receive through the MA Paid Leave program.

Job Protection: Generally, if you take family or medical leave under the law you must be restored to your previous position or to an equivalent position, with the same status, pay, employment benefits, length-of-service credit and seniority as of the date of leave.

Continuation of Health Insurance: MassTech will continue to provide for and contribute to your employment-related health insurance benefits, if any, at the level and under the conditions coverage would have been provided if you had continued working continuously for the duration of such leave. If your health insurance is continued during your leave, you must continue to submit payments equal to the contribution levels required while you are actively at work.

No Retaliation: MassTech will not discriminate or retaliate against you for exercising any right to which you're entitled under the Paid Family and Medical Leave Act. An employee or former employee who is discriminated or retaliated against for exercising rights under the law may, not more than three years after the violation occurs, institute a civil action in the superior court.

If you have questions or concerns about the Paid Family and Medical Leave Act, please contact Human Resources. You may also contact MassPFML@Mass.gov or visit: <https://www.mass.gov/DFML>.

5.5 Parental Leave Policy

For purposes of this policy, "Parental Leave" is defined as leave taken for the (i) birth of a child; (ii) foster placement of a child; or (iii) adoption of a child under the age of 18 (or the age 23 if the child is mentally or physically disabled). This Policy should be read in conjunction with the Family and Medical Leave Act policy (see Section 5.3), Short Term Disability Policy (see Section 4.3), and the Paid Family Medical Leave Act (see Section 5.4). These Policies run concurrently.

Eligibility. A MassTech employee who (i) has worked at MassTech for a minimum of three consecutive months and (ii) regularly performs services for 20 or more hours per week is eligible to take up to 12 weeks of Parental Leave. Parental Leave must be taken within the first three months of the child's birth, adoption or placement and may be used in hourly increments.

Employees seeking Parental Leave under this Policy must, if practicable, provide at least two weeks' written notice to Mass Tech's Human Resources Department. Otherwise, employees must provide as much notice as is practicable under the circumstances. Employees wishing to receive pay during Parental Leave must additionally complete the Acknowledgment of Intent to Return to Work Form available from Human Resources.

Compensation during Paid Parental Leave. All employees eligible for Parental Leave with pay shall receive compensation as follows:

- Birth mothers: 12 weeks of full pay, of which four weeks will be deemed to be for purposes of bonding and the remainder for disability related to childbirth.³ Birth mothers will be entitled to pay

³ "Full pay" means an employee's base salary or weekly straight time wage rate on the last day of active work immediately preceding the commencement of the leave. It does not include overtime, shift differentials, bonuses, commissions, incentive compensation, or any other form of compensation. It does include SEP payments.

- under Mass Tech’s short-term disability insurance policy to the extent provided under that policy. Because that policy does not provide for 100% of pay during the disability period, MassTech will supplement the disability pay to the extent required to provide the birth mother with full pay for a total of 12 weeks. For more information on Mass Tech’s Short Term Disability Plan, please see Human Resources.
- Non-birth parents, including foster parents and adoptive parents: Four weeks of full pay for purposes of bonding.

Continuation of Benefits. While on Parental Leave employees will continue to remain active in all health benefits plans and programs in which they participate in accordance with the terms of such plans or programs. During the paid portion of any Parental Leave, employee contributions for their share of insurance premiums will continue to be deducted from the employee’s pay. During any unpaid portion of Parental Leave, the employee must make arrangements with Human Resources to continue paying their portion of the premiums. Failure to do so may result in a lapse or cancellation of insurance coverage.

Vacation, personal time off, holiday pay and any other earned time off will continue to accrue while employees are on Parental Leave.

Return to Work. Upon returning from Parental Leave, an employee will be reinstated to the position that the employee held when the leave commenced, or to an equivalent position with equivalent pay, benefits and other terms and conditions of employment, unless the employee would not otherwise have been employed if the leave had not been taken. Employees who receive pay from MassTech for any portion of their Parental Leave and choose not to return to or remain employed with MassTech for a period of at least 90 days after the conclusion of the leave (including, if applicable, any extension granted by MassTech pursuant to any MassTech policy or practice or any applicable law) will be required to repay some or all of the pay paid by MassTech during the leave according to the schedule below. Pay that an employee receives during Parental Leave shall continue as a debt owed by the employee to MassTech for the time specified below, and such amounts will be deducted from the employee’s final pay as a valid set-off, to the extent permitted by law.

| Duration of return | Repayment obligation ⁴ |
|---|-----------------------------------|
| No return to work or resignation within 30 days of return | 100% of wages paid during leave |
| Resignation within 60 days of return | 66.67% of wages paid during leave |
| Resignation within 90 days of return | 33.33% of wages paid during leave |

5.6 Military Leave

Annual Military Training. Any employee who is required to participate in military training duty as a member of any branch of the United States military will be granted a leave of absence and will receive the difference between their military pay and their regular pay for a period of up to two weeks.

⁴ These amounts do not include wage replacement provided through the MassTech Short Term Disability or Long Term Disability Policies.

To be eligible for Military Leave related to military training duty, you must notify the Human Resources Department in writing of your leave, including the expected duration of the training and the anticipated date of return, at least 30 days prior to the time the leave is to begin and you should provide the Human Resources Department with a copy of your orders to report for duty. Earned Time accruals and other Employee Benefits to which the employee is normally entitled will not be affected by the Leave.

Military Leave for Active Duty/Unpaid Military Leave. In the event an employee is involuntarily called to active duty or voluntarily enlists in any branch of the United States military, the employee will be granted a leave of absence, and will receive the difference between their military pay and their regular pay for a period of up to two weeks.

To be eligible for Military Leave while on active duty, you must provide advance notice to the Human Resources Department of your military service unless giving notice is unreasonable, impossible or precluded by military necessity. You should also provide a copy of your orders to report for duty to the Human Resources Department.

For more detailed information about our Military Leave policy, please contact the Human Resources Department.

5.7 Small Necessities Leave

In accordance with Massachusetts law, Mass Tech Collaborative will provide eligible employees with 24 hours of unpaid leave in a 12 month rolling period for the purpose of:

- participating in school activities directly related to the educational advancement of the employee's son or daughter;
- accompanying the employee's son or daughter to routine medical or dental appointments;
- observing a holiday on days other than the Paid Holidays listed in Section 4.6; or
- accompanying an elderly relative (60 years of age or older who is related to the employee by blood or marriage) to routine medical or dental appointments or appointments for other professional services related to the care of an elder relative.

To be eligible for small necessities leave, employees must have worked for Mass Tech Collaborative for 12 months and must have worked 1,250 hours in the year immediately preceding the leave.

Small necessities leave is unpaid. However eligible employees may elect to use accrued earned time for all or a portion of the leave. This leave can be taken intermittently and will be counted in an initial increment of one hour and then 30 minute increments thereafter. This leave is in addition to any leave an employee may have under the FMLA. The terms of Mass Tech's FMLA policy contained in Section 5.3 will apply to small necessities leave with the exception that Mass Tech Collaborative requires that employees provide at least a five days' notice if the need is foreseeable and as soon as is practicable for unforeseeable events. Mass Tech Collaborative may require certification to support an employee's request for small necessities leave.

5.8 Voting Leave

Employees are expected to vote in municipal, state or federal elections during non-working hours as polls are open beyond the hours of most normal work schedules. However, an employee who is unable to vote during non-working hours may request, in advance, time off up to a maximum of two hours to vote, which may be granted as a leave without pay.

5.9 Domestic Violence/Abusive Behavior Leave

Employees may be eligible for up to 15 days of unpaid leave from work in a rolling 12 month period if the employee or a family member of the employee is a victim of “abusive behavior” (domestic violence, stalking, sexual assault and kidnapping) and the employee is using leave from work to: (i) obtain medical attention, counseling, victim services or legal services; (ii) secure housing; (iii) obtain a protective order from a court; (iv) appear in court or before a grand jury; (v) meet with a district attorney or other law enforcement official; (vi) attend child custody proceedings; or (vii) address other issues directly related to the abusive behavior against the employee or family member of the employee.

Employees must exhaust all available vacation and sick leave before requesting or taking leave under this policy.

Employees are required to provide as much advance notice as possible of the leave. In some situations, notification of the need for leave after the fact may be accepted. Employees will be required to show documentation that the employee or employee’s family member is a victim of abusive behavior and that the leave is sought for a permissible purpose.

All information pertaining to this leave will remain confidential between the Human Resources Department and the employee unless consented to, in writing, by the employee or otherwise required by law.

For purposes of this leave, “family member” is defined to include: (i) persons who are married to one another; (ii) persons in a substantive dating or engagement relationship and who reside together; (iii) persons having a child together; and (iv) parents, step-parents, children, step-children, siblings, grandparents, grandchildren and persons in guardian relationships.

5.10 Absence from Work without Pay

Any request for a leave of absence for any reason not expressly stated elsewhere in this Handbook will be considered for approval by Mass Tech Collaborative on a discretionary basis as a leave without pay.

At its discretion Mass Tech Collaborative may grant an employee’s request for an unpaid leave of absence under such terms and conditions as it deems necessary or appropriate. An unpaid leave of absence may not exceed one year in duration, but may be renewed in special circumstances with the approval of the Executive Director.

A request for an unpaid leave of absence as provided herein must be submitted in writing to your manager and to the Chief Human Resources Officer and must be approved by the appropriate Department Head and

the Chief Human Resources Officer. The approval of the Executive Director will also be required if the leave of absence will exceed five business days in duration. The request for a leave of absence should include a detailed statement of the reason for the requested leave and the duration of the leave requested. Factors taken into consideration will include, without limitation, duration of the leave, reason for the leave, the department's current work load, availability of suitable replacement staff, time of year, length of service and performance on the job.

Mass Tech Collaborative may require that the employee use all of their balance of earned time prior to taking an unpaid leave of absence. Please see the Chief Human Resources Officer for a description of the status of your benefits while you are on leave without pay.

Mass Tech Collaborative will make a reasonable effort to re-establish an employee returning from a leave of absence to the employee's original job or to a position of similar status and pay, as business conditions permit or as otherwise required by law. You will maintain your credited service, but you will not receive credit for the time that you are on your leave of absence.

SECTION 6: Your Responsibilities as a MassTech Employee



6.1 Attendance

You are an important part of our team and it is critical that you arrive on time ready to work and leave work at the time agreed upon in the work week scheduled with your manager. This includes returning on time from all break periods. You will be informed of your work schedule at the time your employment begins and your manager will advise you of any change in your schedule that may be necessary.

If you are unable to report to work or will be late for work, you must notify your immediate manager by phone prior to or within the first hour of your normal workday, except in extraordinary circumstances where such notice is not possible, in which case notice must be provided as soon as possible. Not only is prompt notification a matter of courtesy, it may also be necessary for your manager to make adjustments in work assignments. Excessive absenteeism or tardiness may be cause for disciplinary action, up to and including termination.

Employees are required to request, receive approval to use, and to accurately report their use of Earned Time used for purposes other than sick time. Employees are expected to comply with the use and reporting requirements of applicable policies when using paid sick time. Mass Tech Collaborative may consider an unreported absence of three consecutive workdays as a voluntary resignation, unless extraordinary circumstances are present.

Employees are expected to report to work during inclement weather conditions unless the Governor of the Commonwealth or Mass Tech's Executive Director declares an emergency closing. In severe weather, employees should call 508-870-0312 or 800-333-6872 for a recorded message indicating whether Mass Tech Collaborative has declared an emergency closing. This message will be available beginning at 7:00 a.m. Additional information is available in the Snow Procedures distributed on an annual basis by the Facilities Manager.

6.2 Open Communication Policy

The Human Resources Department and your manager are both here to help you do your job effectively. If there is something about your job that is bothering you, we want to know about it.

You are encouraged to first discuss the issue or concern with your manager. Hopefully, the issue or concern can be addressed and resolved by discussing it with your manager. Employees may consult the Chief Human Resources Officer at any time concerning work-related problems.

6.3 Workplace Behavior

In order to maintain a productive working environment, Mass Tech Collaborative expects a level of employee conduct that is consistent with the practices mature people expect from each other. Our

behavior in the workplace should be based on the consideration of rights, privileges, and responsibilities of all individuals and designed to protect you and Mass Tech Collaborative from careless or abusive conduct.

As a responsible employee you are expected to abide by all rules, regulations, policies, procedures and instructions of Mass Tech Collaborative and managerial personnel. In the event of violations, Mass Tech Collaborative will impose such corrective action as is necessary, including disciplinary action where appropriate.

6.4 Discipline

Our hope is always that employees will correct problems with performance and conduct when they occur. However, Mass Tech Collaborative may impose corrective action as necessary, including disciplinary action where appropriate. Typical corrective or disciplinary action may include some or all of the following, although Mass Tech Collaborative has sole discretion whether to apply any or all of the below in each situation:

- the manager may issue a verbal warning to an employee for unsatisfactory conduct or performance;
- the manager may issue a written warning for continued or repeated unsatisfactory conduct or performance, or for failure to satisfactorily improve following a verbal warning, or for unsatisfactory conduct or performance that warrants an immediate written warning; and
- termination.

For major offenses, such as physical violence, theft, destruction of Mass Tech Collaborative property, unauthorized use of Mass Tech Collaborative property or possession of controlled substances, the first offense could result in termination of employment and even prosecution if commission of a crime occurs. This explanation is not meant to be all encompassing. Each incident requiring corrective action (including discipline) is reviewed and handled on an individual basis.

Although corrective action (including discipline) is often used to address performance issues, the decision whether to use corrective action and the appropriate type of corrective action to apply in any particular case remains at Mass Tech's sole discretion. Your employment is at all times "at will," which means that either you or Mass Tech Collaborative may terminate your employment at any time and for any lawful reason.

6.5 Dress

Mass Tech Collaborative has established an image of professionalism and wishes each of you to reinforce this image. Your attire has a direct impact on the image of Mass Tech Collaborative. One of the key aspects of our image is personal appearance. Good grooming and appropriate attire are essential in establishing a good first impression. First impressions are important in our relationships with our constituents, clients, visitors and fellow employees. Because of this, Mass Tech Collaborative has instituted a dress code to provide a general guideline to establish what it considers appropriate and professional attire.

Mass Tech Collaborative currently has a "business casual" standard of dress for employees. We ask that everyone cooperate and wear appropriate business attire or business casual attire. The guidelines are that you look neat and professional, even if you are dressed casually.

6.6 Reporting Change of Status

From time to time during your employment with Mass Tech Collaborative, your personal status may change. For example, you may marry, divorce, have or adopt children or you may change your name, address, phone number, emergency contact information, tax status or bank account information for direct deposit of your paycheck. You must alert the Human Resources Department via email when these changes occur to ensure that your employee records are up to date. Your manager should also be kept apprised of your contact information. Mass Tech Collaborative requires this information in case you must be located because of an emergency or to send important records such as W-2 tax forms.

6.7 Personal Use of Mass Tech Collaborative Property

For the purposes of this Policy the term “Mass Tech Collaborative Property” includes: department supplies, utilities, telephones, department equipment (e.g. copying machines, assigned laptops, computers, and fax machines), department space or other related resources. It does not include Mass Tech Collaborative stationery and postage machines. Private use of stationery and postage machines is not permitted. If you have any questions about what is included in the definition of the term “Mass Tech Collaborative Property” for the purpose of this Policy, please ask the General Counsel.

Reasonable use of Mass Tech Collaborative Property for personal purposes can contribute to a more productive work environment at Mass Tech Collaborative and can often be made available to employees at no significant additional cost to Mass Tech Collaborative.

While use of Mass Tech Collaborative Property is intended primarily for work-related purposes, Mass Tech Collaborative permits reasonable private uses of Mass Tech Collaborative Property subject to the limitations contained in this Policy. Whether a particular use is reasonable depends on a consideration of all relevant factors, and Mass Tech Collaborative always may decline to permit any use it deems unreasonable at any time and for any reason. Factors to be taken account in determining whether a particular private use is reasonable include the:

- frequency and length of time of use;
- reason for the use (business and political uses are specifically proscribed elsewhere in this Employee Handbook);
- burden it imposes on Mass Tech Collaborative and its employees (e.g., a use of a copy machine for personal purposes while other employees wait to use the same for business purposes would be unacceptable);
- cost of the use; and
- circumstances surrounding the use.

As with any Mass Tech Collaborative resource, Mass Tech Collaborative expects all users to utilize Mass Tech Collaborative Property in a responsible manner and in ways that respect the rights and privacy of others. It is the responsibility of any person using Mass Tech Collaborative Property to read, understand and follow this Policy. If employees have any questions, please ask your manager or Chief Human Resources Officer. Some employees may choose to reimburse Mass Tech Collaborative for the cost of such use. In this event, please make arrangements for such reimbursements through the Finance Department.

SECTION 7: Communications



7.1 Distribution of Information

Bulletin Boards. Access to or posting of material of any kind on Collaborative bulletin boards is limited to the Human Resources Department or Mass Tech Collaborative management personnel. Authorization must be obtained in advance to post material on Mass Tech Collaborative bulletin boards.

Internal Communications. Mass Tech Collaborative may use internal memos or email communication to distribute information to you in those cases where every employee needs the employee's own copy of the subject matter. You should remember that these communications deal with internal Collaborative information and should not be shared with anyone other than the appropriate Collaborative employees.

7.2 Information Technology Resources (ITRs) Policy

The following is the formal policy concerning the use of information technology by our employees, consultants, contractors and any other individuals granted access to Mass Tech's information technology resources (collectively referred to as "Users") from any location.

Information Technology Resources (ITRs) include: computers, printers and other peripherals, software programs, local and wide area networks, Intranet and the Internet, as well as data files and documents maintained or residing on disks, tapes, other media or local or network computer drives. The ITRs provided by the Collaborative belong to Mass Tech Collaborative and, as such, all communication and information transmitted by, received from or stored in this system are the property of Mass Tech Collaborative.

Accordingly, employees have no right of privacy regarding their use of ITRs, whether such use is for personal or business purposes. All employees have the responsibility to use these resources in a professional, ethical and lawful manner.

User Responsibilities. As with any Mass Tech Collaborative resources, Mass Tech Collaborative requires all users to utilize ITRs in a responsible manner and in ways that respect the rights and privacy of others. It is the users' responsibility to take proper care of all Mass Tech Property including any Property that is assigned to an employee, such as a laptop computer. Property assigned to an employee should be maintained in good working order and not altered in any manner unless approved by the IT Department if computer equipment related, or Human Resources when non-computer equipment related property. Employee understands that upon leaving employment for any reason, all Mass Tech Collaborative property must be returned in satisfactory condition. User shall be held accountable for lost or damaged property. User must complete MassTech offered security awareness training and are required to identify, report, and take appropriate steps to prevent security incidents and data breaches. It is the responsibility of any person using ITRs to read, understand and follow this Policy. Any person with questions regarding the application or meaning of this Policy should seek clarification from the General Counsel. Employees should be aware that their use of ITRs is also governed by the policies and practices set out elsewhere this handbook, as amended from time to time. As is the case with any and all violations of Mass Tech Collaborative policies, failure to observe this Policy or any other Mass Tech Collaborative policy (including but not limited to Mass Tech's Anti-Harassment Policy) in the use of ITRs may subject an employee to disciplinary action.

Monitoring ITRs. Mass Tech’s policy is to maintain the greatest degree of confidentiality in treating data on ITRs, consistent with applicable state and federal laws and subject to technological limitations and Mass Tech’s legitimate need to conduct system backups and undertake other measures to maintain proper network and computer systems operations. Freedom of expression and an open environment to exchange ideas and information are encouraged and supported. While Mass Tech Collaborative rejects censorship as incompatible with the ethics and objectives of the organization, behavior that constitutes misconduct will not be protected. Mass Tech Collaborative may take whatever steps are necessary, including access, inspection and reproduction of a User’s email messages, files and related records to (i) maintain the integrity of the network and computer systems; (ii) investigate allegations of Policy breaches and abuses; or (iii) comply with legal obligations. That said, the exercise of Mass Tech’s rights for the purposes of clauses (ii) and (iii) of the preceding sentence, including access to, inspection and reproduction of a User’s email messages, files and related records by Mass Tech’s Information Technology Staff, shall be subject to advance written permission by the Employee, or to the extent access is for files of a former employee or is as a due to an investigation of Mass Tech’s General Counsel, or from Mass Tech’s Chief Executive Officer, as deemed appropriate. Further, any activity otherwise appropriate and authorized related to ITR repair, maintenance or related activities that involves access to the files of another User shall be limited to the specific purpose for which the activity is intended with no “browsing,” reproduction or dissemination of any User-specific information permitted.

Data Confidentiality. In the course of performing work relevant to Mass Tech’s public mission, Users may have access to confidential or proprietary information, such as personal or financial data about identifiable individuals or commercial information about business or non-profit organizations. Under no circumstances is it permissible for Users to access such confidential data on ITRs or otherwise, unless such access is required by their jobs. Further, no User may accept any information on behalf of Mass Tech Collaborative that is received with any expectation by another party that it will be kept confidential without the advance written permission of the General Counsel. Any request for such approval shall set forth the specific information to be kept confidential, the reasons therefore, and a plan to maintain such confidentiality (see Section 1.5 of this Employee Handbook). In addition, under no circumstances may Users disclose or disseminate any confidential information, unless such dissemination is required by their jobs or as otherwise provided in Section 1.5.

Computer Policies. Maintaining the integrity and proper functioning of the network and computer systems is essential for Mass Tech Collaborative employees to perform their jobs. Network and computer resources create an electronic community among Users and provide a communications link and research tool to external user communities. Users should comply with all IT requests for updating computers and should not download external software or content without permission. Computers should be kept secured, clean and unaltered. For this electronic community to function effectively, the User members must respect each other’s rights and privacy and act responsibly, particularly with respect to actions which could compromise network security or degrade network performance.

Public Records. Use of Mass Tech Collaborative ITRs could create public records under Massachusetts law (M.G.L. Chapter 268A). Users should consider the consequences for themselves, individuals or organizations with whom they communicate, and the Mass Tech Collaborative organization, before using Mass Tech Collaborative ITRs to create any records. In addition, Users should be aware that it is Mass

Tech's obligation to preserve public records once they have been created. Further, certain records created through the use of Mass Tech Collaborative ITRs that in terms of intention and content are wholly private and personal in nature, may be characterized as public records solely because of the ownership of the resources used in their creation. Mass Tech Collaborative may explore available and appropriate ways and means of allowing Users to avoid such consequences where appropriate.

All Users must adhere to the following set of rules promoting institutional stability, network security and individual privacy:

Concealing or Forging Identity. Users must not alter electronic communications to conceal their identity, create a false identity or impersonate another person. Concealing one's identity is permissible only when anonymous access is explicitly provided.

Unauthorized Access/Data Interception. Users must not make or attempt any deliberate, unauthorized access to confidential or personal data or information. It is also impermissible to intercept or attempt to intercept data communications not intended for that User's access. For example, it is impermissible to attempt to monitor, read, copy, change, delete or tamper with another's electronic communications, files or software without the express authorization of the User (except in the case of Information Technology Services personnel as specified and subject to the limitations and restrictions set forth in the Section titled Monitoring ITRs). It is also impermissible to use ITRs to gain unauthorized access to any non-Mass Tech Collaborative computer system or network.

Safeguarding Account Information and Passwords. Users are responsible for the security of their logon IDs and passwords. Users are therefore expected to keep their logon IDs and passwords secure and should refrain from sharing this information with anyone.

Network Security and Performance. Any attempt to knowingly or recklessly degrade network and computer systems' performance, compromise network security or waste computer resources is prohibited. This includes actions such as introducing a destructive/disruptive program (such as a "worm" or "virus" or any other "malware") into Mass Tech's network, intentional attempts to "crash" network systems, distribution of chain email and other schemes that may cause excessive network traffic and decryption of system or User passwords.

The following uses of ITRs are expressly prohibited:

Private Commercial Use. All activities that use ITRs for personal profit or direct financial gain are prohibited. However, this is not meant to restrict or inhibit limited philanthropic or charitable endeavors.

Child Pornography or Any Other Pornography. Users are expressly prohibited from using ITRs in any manner that violates state or federal child pornography statutes. Mass Tech Collaborative will refer any evidence of criminal activity to the appropriate legal authorities for criminal prosecution. Users are also expressly prohibited from using ITRs to access, distribute, store or otherwise in connection with any form of pornography, whether or not otherwise prohibited by law.

Infringement of Intellectual Property Rights Users should be aware that almost all forms of original expression that are fixed in a tangible medium may be protected by federal copyright laws, regardless of whether a

copyright notice appears on the work. Written text (including email message and news posts), recorded sound, digital images and computer software are some examples of works which may be subject to copyright protection. This means that legal protections can exist for text and graphics appearing on the Internet, as well as software. Also, licensing agreements may control the use, reproduction, duplication, display, distribution and dissemination of information and software. Users should respect the rights of intellectual property owners. As such, Users should exercise care and good judgment when deciding appropriate uses for information that could reasonably be expected to be copyrighted. This may include consulting Mass Tech's General Counsel for advice prior to taking actions which could infringe intellectual property rights.

Political Purposes. Mass Tech Collaborative is a public instrumentality of the Commonwealth that receives public funds to finance a portion of its activities. Additionally, Mass Tech's credibility and standing depend to a large extent on the perception that the organization produces non-partisan and independent research and analysis. Users are prohibited from using ITRs to directly promote, benefit or advance any political candidate, political party, referendum or ballot question or initiative.

Illegal Acts. Any use of ITRs in furtherance of any illegal act, including violation of any criminal or civil laws or regulations, whether local, state or federal, is prohibited. Mass Tech Collaborative will refer any evidence of criminal activity to the appropriate legal authorities for criminal prosecution.

Harassing or Threatening Messages. Users are prohibited from using ITRs to send threatening or harassing messages. Users should refer to this document for the organization's rules and guidelines relevant to illegal harassment. Users should carefully consider the appropriateness of email content for the intended recipient(s) prior to transmission.

Misrepresenting Mass Tech Collaborative or an Individual's Role at Mass Tech Collaborative Users should not use ITRs to misrepresent any aspect of Mass Tech Collaborative, including its mission, goals or activities, or make any statement that Mass Tech's Chief Executive Officer deems detrimental to the interests of the organization. Similarly, Users should be careful not to misrepresent their role at Mass Tech Collaborative, generally, or as it relates to any particular project.

By signing this Handbook below, you are acknowledging that you have read and understand the Mass Tech Collaborative Information Technology Resources policy.

SECTION 8: Health and Safety



Mass Tech Collaborative recognizes a basic responsibility to make employee health and safety part of its concern. We pledge to provide the safest possible working conditions. We expect each employee to share in this commitment.

In order to minimize accidents, please act responsibly while at work. Mass Tech Collaborative makes a special effort to provide safe and healthful working conditions and we need you to take responsibility for maintaining those conditions by following basic safety guidelines:

1. All Mass Tech Collaborative buildings are provided with first aid kits and fire extinguishers.
2. Tools and equipment that may pose a safety hazard must not be left unattended.
3. You are responsible for performing your work in a safe and efficient manner and reporting what you believe may be an unsafe condition to your manager immediately.
4. Any questions or concerns you may have about safety may be directed to the Facilities Manager, who serves as Mass Tech's Chief Safety Officer, or to the Chief Human Resources Officer.

We are all members of the safety team and we can be successful only if we take the lead in creating a positive safety attitude. Remember, the accident that is avoided may be yours!

8.1 In Case of Injury

All job related injuries, accidents, and illnesses that come under the scope of the Massachusetts Workers' Compensation Law are covered by Mass Tech's workers' compensation insurance carrier for medical expenses and payment of lost wages to the extent allowed under the law.

If you are injured at work, regardless of severity of the injury, you are required to report the incident within 24 hours to your manager and the Chief Human Resources Officer. A neglected injury can become a serious problem if not treated promptly. Human Resources will advise you on any forms that may need to be completed.

8.2 Workplace Violence

Mass Tech Collaborative will not tolerate violence or threats of violence in the workplace. If any employee is subjected to violent behavior by a co-worker, contractor, consultant, guest or visitor, or is threatened with violence or knows of threats or actual violence occurring in the workplace, the employee should report such conduct to their manager or the Chief Human Resources Officer immediately.

8.3 Access Cards

Shortly after you begin work at Mass Tech Collaborative you will be issued a security access card. Each access card is coded to allow employee access to various buildings at appropriate times. Employees should carry their access card with them at all times while on Mass Tech Collaborative property.

8.4 Right to Know

The OSHA Hazard Communication Standard requires the identification and labeling of health hazards in the workplace. While usually not an issue at Mass Tech Collaborative, the agency will advise you if there are any hazardous materials in the workplace of which you should be aware.

8.5 Smoking

Pursuant to the Massachusetts Clean Indoor Air Act (Massachusetts General Laws Chapter 270, Section 22) no smoking is permitted in any building on the Mass Tech Collaborative campus. Smoking is permitted outside on campus grounds. Urns or other appropriate receptacles are available in various outdoor locations for disposal purposes. All smoking residue (cigarette butts, ashes, matches) from smoking activity outside Mass Tech Collaborative campus buildings must be disposed of in proper receptacles only.

8.6 Housekeeping

We expect all employees to maintain a high standard of neatness and to refrain from displaying anything in their work areas that would be deemed inappropriate for a business setting, including but not limited to anything that would violate any Mass Tech Collaborative policy.

8.7 Emergency Exit Procedures

In the event of an emergency which warrants evacuation, leave the building using the nearest available exit and assemble with your department in the designated emergency meeting location for your worksite. A floor plan is posted in all buildings indicating the locations of all exits.

SECTION 9: Should You Leave Us



9.1 Separation of Employment

Mass Tech Collaborative maintains the traditional “at will” employment relationship between employer and employee that allows the employment relationship to be terminated by either party at any time for any lawful reason.

We recognize that you may elect to voluntarily terminate your employment relationship with Mass Tech Collaborative. If you decide to leave Mass Tech Collaborative, written notice to your manager with a minimum of two weeks’ notice is preferred. Four weeks’ notice is preferred for more senior and managerial employees. Any time off taken during your notice period must be approved in writing in advance by Human Resources. Your final day of employment at Mass Tech Collaborative cannot be on a paid Holiday.

In the event of an involuntary termination, Mass Tech Collaborative may, in the sole exercise of its discretion and notwithstanding the fact that you are employed “at will,” elect to give you advance notice of such termination, and it may (i) require you to actively continue providing services during some or all of the notice period and/or (ii) permit you to cease providing services during some or all of the notice period.

Mass Tech Collaborative does not maintain a severance plan.

9.2 Exit Process for Employees Leaving Mass Tech Collaborative

On their last day of work, the Human Resources Department will conduct an exit interview with all employees who resign their position. Employees may be asked to complete an Exit Interview Questionnaire with the Chief Human Resources Officer. Employees must return all property of Mass Tech Collaborative, including this Employee Handbook, conference call cards, ITRs (for example, laptops), keys and/or access cards at the time of the Exit Interview or at such other time as is specified by Mass Tech Collaborative. The Chief Human Resources Officer and the employee will sign off on an Employee Checklist to verify that an employee has complied with all final obligations to Mass Tech Collaborative and that Mass Tech Collaborative has provided the employee with a final pay check and information regarding the employee’s eligibility to collect unemployment compensation, as well as COBRA eligibility, elective options and costs.

9.3 Continuation of Health Insurance under COBRA

Under the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA), you may be eligible to continue coverage for a period of time after group health coverage ends if you were enrolled in health coverage, and you experience a qualifying event which would cause you to lose group health coverage. COBRA coverage is not extended to employees terminated for gross misconduct.

Under the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA), an employee who is out on a military leave of absence will retain their health insurance coverage for the first 31 days of uniformed service. Employees out on military leaves of absence which extend beyond the 31 days will be eligible for COBRA benefits for up to 24 months.

For detailed information or questions about COBRA, employees are requested to check with the Human Resources Department.

A Word in Closing



Mass Tech's concern for you and your family's wellbeing is illustrated by the programs and benefits you have read about in this Employee Handbook. We have tried to outline the information needed to give you a sufficient understanding of the policies, procedures, and working standards of Mass Tech Collaborative.

You should recognize, however, that it is impossible for any handbook to answer all questions or problems that may arise. Mass Tech Collaborative management, Human Resources and other appropriate individuals and departments will be called upon to address situations or problems not covered in this Employee Handbook. We suggest that you keep this Handbook where you can refer to it should you have any questions regarding this information or other job-related matters. Questions may always be directed to your manager, department head, the Chief Human Resources Officer, or the Benefits and Payroll Coordinator. The policies and benefits outlined in this Employee Handbook are not to be considered a binding contract between the employer and the employee, and all of this material is subject to change at any time at the sole discretion of management. Thus, Mass Tech Collaborative expressly may alter, amend, add, or delete all or any part of these policies, practices and procedures at any time, with or without notice.



Acknowledgement of Receipt of this Handbook

Affirmative Statement

I hereby acknowledge that I have received the Mass Tech Collaborative Employee Handbook. I understand that violation of Mass Tech Collaborative's policies and procedures can constitute grounds for disciplinary action.

I understand that this Handbook is only a brief outline. It does not completely define all of Mass Tech Collaborative's policies and procedures. The policies contained herein are guidelines intended for Mass Tech Collaborative's employees to follow and may be supplemented or changed by Mass Tech Collaborative at any time without notice, by amendment of this Handbook, by separate memorandum, or otherwise.

This handbook and my signature below are not and do not create a contract of employment. I acknowledge and understand that my employment with Mass Tech Collaborative is "at will," which means that either I or Mass Tech Collaborative can terminate my employment at any time and for any lawful reason, and that I am free to resign at any time. I further understand and agree that no one other than the Chief Executive Officer of Mass Tech Collaborative has the authority to alter this arrangement, to enter into an agreement for employment for a specified time, or to make any agreement contrary to this policy. In addition, any such agreement must be in writing and must be signed by the Chief Executive Officer of Mass Tech Collaborative.

Signature of Employee: _____ Date: _____

Print Name: _____