



# Rogue Community College

## MANAGEMENT, ADMINISTRATIVE, AND PROFESSIONAL EMPLOYEE HANDBOOK

**EMPLOYEES THAT FALL UNDER THIS HANDBOOK:** Employees that fall under this handbook are typically exempt and are non-instructional staff who have executive, supervisory, managerial, administrative support, confidential, professional, and/or policy development responsibilities for Rogue Community College District (RCC). This handbook excludes Classified, Faculty, or Temporary Staff (NTE 599 hrs) employees. The following classifications, along with typical titles associated with each, fall under this handbook:

### Management

- **Executive**
  - **Executive Officers:** President and Executive Deans
  - **Managerial/Supervisory:** Associate Deans, Directors
- **Administrative/Managerial:** Assistant Directors, Managerial Coordinators

### Administrative/Confidential/Professional (Non-Managerial)

- **Administrative/Confidential:** Dean's Assistants, Administrative Non-Managerial Coordinators, Confidential Employees
- **Professional:** Staff Writer, Grants Coordinator, Special Project Directors / Coordinators / Administrators

**EMPLOYEE RESPONSIBILITIES:** It is the responsibility of employees to perform their duties as outlined in the College-approved job descriptions, to work in support of the mission, goals, and objectives of the College, and to administer and follow the policies and procedures adopted by management and/or the Board of Education.

## DEFINITIONS

### **Administrative Employee**

shall refer to the FLSA definition of administrative employees whose primary duty is the performance of office or non-manual work directly related to the management or general business operations of the College or the College's students/customers; and whose primary duty includes the exercise of discretion and independent judgment with respect to matters of significance. This group excludes those managerial employees that fall under the executive or managerial/supervisory group. This group would also include confidential employees as defined by ORS 243.650(6). Under this handbook, Administrative employees may fall into one of two categories:

#### **Administrative/Managerial**

shall refer to the administrative employees that manage or supervise staff. This

group would include assistant directors, management coordinators, and other administrative/managerial positions. These employees are usually full-time and exempt.

**Administrative/Confidential (Non-managerial)**

shall refer to all non-managerial/supervisory administrative and/or confidential employees. This group would include executive deans' assistants, non-managerial coordinators, confidential employees, and other non-managerial administrative employees. These employees may be exempt or non-exempt depending on whether he/she meets the FLSA exemption requirements.

**Board (or Board of Education)**

shall mean the Board of Education of Rogue Community College District as the elected representative of the citizens of the Rogue Community College District.

**Confidential Employee**

is a term derived from the Oregon Public Employees' Collective Bargaining Act and by statutory definition, means any employee of the College who assists and acts in a confidential capacity to a person who formulates, determines and effectuates management policies in the area of collective bargaining ORS 243.650(6).

**Contract Days**

shall mean the number of days the employee is paid for during the fiscal (or contract) year and shall include days worked and paid holidays.

**Contract Status**

shall refer to the form of appointment held by an individual employee under this handbook and may result in differences in rights or obligations relating to the employment relationship. There are four primary types of contract status:

**Annual contract**

shall mean the form of contract provided for general fund employees whose contract has been approved by the Board of Education, and may be either full-time or part-time.

**Special contract**

shall mean the form of contract provided for employees whose positions are funded by sources other than the College general fund. Special appointments may be "special annual", "special temporary", or "special interim", and may be either full-time or part-time.

**Temporary, Fixed-Term contract**

shall mean the form of contract provided for employees who fill general fund positions for a defined period of time. Such appointments are typically for an extended period and must exceed 600 work hours/calendar year. Temporary appointments may also be made for periods of a full fiscal year or longer.

Individuals hired for less than 600 hours are considered “Temporary Staff (NTE 599 hrs)” employees.

**Interim contract**

as used in this handbook shall mean an individual employed as a short term replacement for an individual on vacation, an approved leave of absence or sabbatical or the period necessary for a recruitment and selection process to fill a vacant position.

**Contract Year**

shall mean the period of time referred to in the employee’s individual contract. The contract year for full-time employees usually covers the entire fiscal year. The contract year typically consists of 245 days in a regular year and 246 days in a leap year. All references to 245 days shall mean 246 days if the second-half of the contract year is a leap year.

**Employee**

shall mean any Executive Officer, Manager, Administrative, Confidential, or Professional person employed in an approved part-time or full-time job unless differentiation is specified.

**Executive Officer**

shall refer to the FLSA definition of executive employees whose primary duty is managing the institution, or managing a customarily recognized department or subdivision of the institution; customarily and regularly directs the work of at least two or more other full-time employees or their equivalent; and has the authority to hire or fire other employees, or the employee’s suggestions and recommendations as to the hiring, firing, advancement, promotion or any other change of status of other employees is given particular weight. The executive officer group excludes managerial/supervisory employees (even though they fall under the same FLSA exemption), and only refers to the President of the College and the Executive Deans either as a group or individually as appropriate to the context of the provision of this handbook in which the term appears. These employees are exempt and usually full-time. The President of the College is considered an executive officer for purposes of managerial authority; however, this position is excluded from many of the provisions of this contract as it has a special employment contract/agreement with the board.

**Exempt**

refers to employees excluded from the Federal Fair Labor Standards Act overtime laws.

**Fiscal Year**

refers to the period July 1 through June 30 each year. All contracts under this handbook have a contract year that coincides with the fiscal year, unless the contract is for less than a full year. No contract under this handbook shall exceed the end of the fiscal year without renewal by the Board of Education.

**Full-Time Employee**

shall mean any person employed in a job budgeted for 90-100% per fiscal year receiving full benefits. 100% or 1.0 FTE is equal to 245 contract days (or 1960 hours).

**Funds**

Are defined during the budgeting process in accordance with Oregon Local budget law. The College budgets in accordance with the Oregon Local Budget law and the budget consists of multiple Funds.

**Management**

When used in the context of collective bargaining authority, "management" refers to the Board or to the person(s) to whom the Board has delegated its authority. In all other context within this handbook, "management" refers to employees of the College who are not executive officers but whose job duties include the exercise of management authority. "Management" would include those employees that fall under the management/supervisory group (associate deans and managing directors) and the administrative/managerial group (assistant directors and other administrative management) on the salary schedule. This term may apply either to a group or to an individual as appropriate to the context of the provision of this handbook in which the term appears.

**Managerial/Supervisory Employees**

shall refer to the FLSA definition of executive employees whose primary duty is managing the institution, or managing a customarily recognized department or subdivision of the institution; customarily and regularly directs the work of at least two or more other full-time employees or their equivalent; and has the authority to hire or fire other employees, or the employee's suggestions and recommendations as to the hiring, firing, advancement, promotion or any other change of status of other employees is given particular weight. The managerial/supervisory group excludes executive officers, and includes associate dean and director level positions. These employees are usually full-time and exempt.

**Non-Contract Days**

shall refer to days the employee is not paid for and does not work during the fiscal (or contract) year. For full-time employees whose contract spans the appropriate time period, non-contract days shall include five unpaid days during the Christmas closure, and 10 additional closure days typically scheduled during the Summer.

**Non-Exempt**

refers to employees covered by (and not excluded from) the Federal Fair Labor Standards Act overtime laws.

**Part-Time Employee**

shall mean any person employed in a job budgeted for at least 600 hours (.3 FTE) but less than 1960 hours per fiscal year. Part-time employees may be eligible for pro-rated benefits as described in this handbook. An employee assigned to more than one job

(excluding temp staff (NTE 599 hrs) employment) will receive full benefits if the jobs total 1960 hours; otherwise benefits will be pro-rated.

**PERS/OPSRP**

PERS is the acronym for Public Employees Retirement System. PERS applies to Tier 1 and Tier 2 members. OPSRP is the acronym for the Oregon Public Service Retirement Plan. OPSRP applies to members hired after August 29, 2003. Employees become a PERS or OPSRP member after working six full calendar months for a PERS-covered employer in a qualifying position requiring at least 600 hours per 12-month period. Since RCC is a member of the state Public Employees Retirement System, eligible employees are required to contribute 6% of their earnings to PERS.

**President**

shall mean the District President of Rogue Community College.

**Professional Employee**

shall refer to the FLSA definition of professional employee whose primary duty is the performance of work requiring advanced knowledge, defined as work which is predominantly intellectual in character and which includes work requiring the consistent exercise of discretion and judgment; the advanced knowledge is in a field of science or learning; and the advanced knowledge is be customarily acquired by a prolonged course of specialized intellectual instruction. This group excludes all instructors (i.e. all full and part time faculty). This group is non-managerial, and includes positions such as staff writer, grants coordinator, and special project coordinators and directors. These employees are usually full-time and exempt.

**Temporary Staff (NTE 599 hrs) Employee**

shall mean any person employed in a job approved for less than 600 hours in a calendar year. Casual employees do not receive benefits and are not covered by the provisions of this handbook.

**ARTICLE 1  
CONTRACTS**

**A. Establishment of Contracts**

The President, with approval of the Board of Education, will establish annual management, administrative, and professional employee contracts. (Article V.D.030 Board Policy Handbook).

**B. Annual Contracts**

Annual full-time (100%) contracts under this handbook are for 245 days, cover the fiscal year, and are renewable at the sole discretion of the Board, based upon a recommendation from the College President. All contracts are subject to the

limitations of the Local Budget Law of the State of Oregon, presently designated as the Oregon Revised Statutes (ORS) 294.305 through 294.565.

**C. Dismissal for Cause**

Employees may be dismissed and/or suspended during the contract year for good cause, including without limitation the following:

- Violation of College policy
- Insubordination
- Conviction of a felony or of a crime involving moral turpitude
- Failure to perform the duties of the position
- Physical or mental incapacity
- Dishonesty, theft, or fraud; or
- Other good cause

Upon determination by the President that good cause exists, the employee may be suspended (with or without pay) or dismissed from duty during the contract year. In the event an employee is suspended or dismissed during the contract year, the employee may appeal the decision of the President to the RCC Board of Education. A request for hearing before the Board must be filed with the Office of the President no more than 15 days from the date the employee is notified of the President's decision. The Board will conduct a due process hearing to determine the facts of the situation giving rise to the suspension or dismissal, and to reach a disposition on the matter. Such hearing shall follow the procedure outlined in the Board Policy Handbook for due process hearings.

**D. Termination for Budget Reasons**

Employee contracts may be terminated by the Board in the middle of a contract year due to budgetary reasons. Special contracts shall always be contingent upon funding and may be reduced or terminated mid-year due to a reduction in special funding.

**E. Contract Renewal**

In order for employee contracts to be renewed there must be approval by the Board, based on a recommendation from the President, and written notification provided to the employee. Normally such Board action would be taken by April 15 for contract renewals effective July 1 of the ensuing fiscal year. A notice of renewal shall include the number of days to be worked, percentage of assignment, starting date, job title, and projected annual salary. A notice of non-renewal will confirm that an employee's contract will not be renewed for the forthcoming fiscal year. A contract will be renewed only through affirmative action and written notification of renewal. If notice is not provided, the contract will be deemed to be not renewed.

## **F. Reassignment**

The College reserves the right to reassign employee duties and responsibilities at any time during the contract year.

## **G. Full-time Contracts (90-100%)**

Full-time contracts will be based on 245 days per fiscal year for the period July 1 through June 30. Vacation days and holidays are included in the 245 days. In addition, five non-contract days are to be used during the closure in December and ten non-contract days are to be used as determined by the College (typically scheduled during the Summer). Non-contract days are not included in the 245 contract days. At the discretion of the appropriate dean and with approval by the College President, employees may request a contract for 90-99% of 245 days (i.e., 90% of 245 days = 220.5 days). The annual salary for less than 245 days will be pro-rated to the percent of the contract. The additional number of non-contract days will be determined by subtracting the total contract days from 245.

## **H. Reduced Contracts (75-89%)**

Reduced contracts will be approved at the discretion of the appropriate executive dean and with approval by the College President. Upon approval, employees with reduced contracts (75-89%) will work the appropriate number of contract days based on the percent of full-time, (i.e., 75% of 245 days = 183.75 days). The annual salary will be pro-rated to the percent of the contract. Vacation days and holidays are included in the total number of contract days. The total number of non-contract days will be determined by subtracting the total contract days from 245.

## **I. Part-time Contracts (50-74%)**

Part-time contracts will be approved at the discretion of the appropriate executive dean and with approval of the College President. Upon approval, employees with part-time contracts (50-74%) will work the appropriate number of contract days based on the percent of full-time, (i.e., 50% of 245 days = 122.5 days). Vacation days and holidays are included in the total number of contract days. The annual salary will be pro-rated to the percent of the contract. The total number of non-contract days will be determined by subtracting the total contract days from 245.

## **H. Hourly Contracts (less than 50%, but greater than 600 hrs/calendar year)**

Employees with less than 50% contracts will be paid by timecard for hours actually worked. The hourly rate will be calculated by dividing the employee's annual salary by 245 days and the resultant daily rate by 8 hours. Hourly employees are non-exempt, and are not eligible to receive benefits.

**I. Contract Renewal Disclaimer**

Nothing in this handbook shall be construed to mean that annual contracts are renewable other than as provided in Article 1 Section E.

**ARTICLE 2  
SICK LEAVE**

**A. Sick Leave Allotment**

Full-time (90-100%) employees will be credited with 12 days (96 hrs) of sick leave annually, at full pay, which if not used, may accumulate from year to year without limit, if a contract is renewed. Sick leave for reduced contract and part-time (50-89%), contracts will be pro-rated to the appropriate percent of full-time. There is no sick leave benefit for hourly employees. Sick leave is not compensable upon resignation or termination.

**B. Use of Sick Leave**

Sick leave may be used for personal illness, to care for a spouse, son, daughter, stepchild, parent, mother-in-law, father-in-law, same-sex domestic partner, or someone for whom the employee is the primary care provider. Sick leave may also be used for medical and dental appointments. A Leave Request should be completed by the employee prior to or immediately following the use of sick leave, approved by his/her supervisor, and submitted to Payroll.

The College may, at its own expense, require a member to provide a written physician's release prior to returning to work from a sick leave absence defined under this section. The College also reserves the right, at its own expense, to have the employee be seen by a physician of its choosing for purposes of obtaining a second opinion.

**C. Transfer in of Sick Leave**

New employees may transfer up to 20 days of unused sick leave from a previous position with a member of the Oregon Public Employees Retirement System (PERS/OPSRP). During the second year of employment with RCC, if the employee's contract is renewed, employees may transfer an additional 20 days of unused sick leave.

The President may approve the transfer in of unused sick leave from non-PERS covered employers, subject to the same limits on the total amount that may be transferred.

**ARTICLE 3  
VACATION**

**A. Vacation Credit**

Vacation hours will be credited on an annual basis, starting July 1 of each fiscal year or pro-rated for the remainder of the fiscal year for contracts starting after July 1, as follows:

Full-time (90-100%)	= 168 hrs (pro-rated for portions of contract year)
Reduced Contract (50-89%)	= pro-rated to percent of contract
Part-time (50-74%)	= pro-rated to percent of contract
Hourly (less than 50%)	= no vacation credit

Vacation is accrued at the rate of 14 hrs/month for 90-100% contracts, and pro-rated to the percent of the contract for 50-89% contracts.

A maximum of 208 hours may be utilized in any one year. This may include up to 40 hours of unused carry over vacation (see B. below). A Leave Request should be completed by the employee prior to the use of vacation, approved by his/her supervisor, and submitted to Payroll.

**B. Carry-Over Vacation Days**

Employees may carry up to 40 unused vacation hours into the following fiscal year, if the employee's contract is renewed. Any vacation days carried forward may be used as paid vacation but are not compensable in the event of termination of employment or change in status under E or F below. A maximum of 26 vacation days (208 hrs) may be utilized in any one year. The Payroll department will automatically carry over up to 40 hours of unused vacation from the previous fiscal year into the next fiscal year if the employee's contract is renewed.

**C. Payment of Vacation Upon Severance or Termination**

Upon resignation or termination, the employee shall be paid for any accrued and unused vacation credit up to 21 days (168 hrs) at their current rate of pay. Unused carry-over days are not compensable upon termination of employment. Any unaccrued vacation days that were used prior to the termination date shall be re-paid to the College.

**D. Vacation Payout When Moving from a Classified Position**

When an employee moves from a classified position to a position covered by this handbook is authorized, the new employee will be paid for all remaining accrued classified vacation prior to the start of the new position OR some or all of the classified vacation time may be taken prior to the start of the employee's contract under this handbook. Any remaining classified accrued vacation will then be paid out unless the new position is temporary, in which case the classified vacation

will remain on hold until the employee returns to his/her previous classified position.

**E. Vacation Payout When Moving to Faculty Status**

When an employee moves into a faculty position, all remaining accrued and unused vacation earned under this handbook, up to a maximum of 168 hours, will be paid out to the employee upon termination of the employee's contract and prior to the start of the faculty contract OR some or all of the vacation time may be taken prior to the start of the faculty contract. Any remaining accrued vacation will be paid out.

**F. Vacation Payout When Moving to Classified Status**

When an employee moves into a classified position, all remaining accrued and unused vacation earned under this handbook, up to a maximum of 168 hours, will be paid out to the employee upon termination of the employee's contract and prior to the start of the classified appointment OR some or all of the vacation may be taken prior to the start of the classified appointment. Any remaining accrued vacation will be paid out.

**ARTICLE 4  
HOLIDAYS**

Full-time employees receive 11 paid holidays if the holiday falls within their regular contract period. These days are included in the standard 245- contract days. Reduced contract and part-time employees receive holiday pay based on the percent of their contract, only if the holiday falls within their contract period. For hourly employees, holidays will be paid only if the holiday falls within their contract period and if the employee works the same regularly scheduled days each week. Holiday pay will be based on the actual hours the employee would normally work on the day the holiday occurs, pursuant to Oregon law. Employees without regularly scheduled workdays will not receive holiday pay. The holidays are:

- |                            |                               |
|----------------------------|-------------------------------|
| Independence Day           | The Day Before Christmas      |
| Labor Day                  | Christmas Day                 |
| Veteran's Day              | New Year's Day                |
| Thanksgiving Day           | Martin Luther King's Birthday |
| The day after Thanksgiving | President's Day               |
|                            | Memorial Day                  |

**ARTICLE 5  
PERSONAL LEAVE**

**A. Personal Leave Amount**

Full-time employees will be credited with a total of five (5) personal days (40 hrs) per fiscal year. Employees with reduced and part-time contracts (50-89%) will be credited with personal leave based on the percent of their contract. Hourly employees are not eligible for personal leave. Personal leave days are not cumulative from year to year.

**B. Use of Personal Leave**

Personal Leave may be used for the following reasons:

- Bereavement
- Sick leave when sick leave is not available
- An unforeseen *bona fide* personal emergency created by circumstances beyond the employee's control
- Personal business that cannot otherwise be scheduled on the employee's own time.
- Such cause or reason as the dean or President in his/her free discretion may approve.

A Leave Request should be completed by the employee prior to or immediately after the use of personal leave, approved by his/her supervisor and submitted to Payroll.,

**ARTICLE 6  
LEGAL LEAVE**

**A. Jury Duty/Witness Duty**

Full-time, reduced contract, and part-time employees who are required to attend a court or a trial as a subpoenaed witness or a juror shall not suffer a reduction in pay because of such attendance. However, the employee must daily report to duty promptly after being excused by the court from further attendance during the employee's contract day. A Leave Request should be completed by the employee prior to or immediately after the use of jury duty leave, approved by his/her supervisor, and submitted to Payroll.

**B. Legally Required Leave**

The College hereby agrees to duly honor and comply with any leave of absence, paid or unpaid, specifically required by a state or federal statute or regulation and such reinstatement of rights or privileges required thereby.

**C. Active Military Duty Leave**

Employees called to active military duty are entitled to the advantages given to Veterans under Oregon law. For further details, see ORS Chapter 408.

**ARTICLE 7  
NON-CONTRACT DAYS**

A full work year consists of 260 days (261 for a leap year). Full-time employees will have five non-contract days to be used during the College closure in December and ten non-contract days to be used as determined by the College, leaving a balance of 245 contract days. Non-contract days are unpaid days; however, annual salaries are paid in equal payments over the fiscal year. Those with reduced and part-time contracts (50-89%) will have an additional number of non-contract days in addition to the five as mentioned above. (i.e., 90% contract = 24.5 +15 non-contract days; 92% = 19.6 + 15 non-contract days). If additional non-contract days are used beyond the five used during the College closure, a Leave Request should be completed by the employees prior to or immediately after the use of non-contract days, signed by his/her supervisor, and forwarded to Payroll.

**ARTICLE 8  
DISCRETIONARY LEAVE**

Any employee may apply to the Board for an unpaid leave of absence for up to one year. Such applications must be in writing and must be submitted to the College President for recommendation to the Board in sufficient time to allow for adequate review. A response to any such request shall be given to the applicant as soon as reasonably possible and not less than thirty (30) days prior to the period for which the leave of absence is requested. The decision of the College in respect to granting or disallowing the request for unpaid leave shall be final. Requests shall be considered in good faith and are granted or disallowed at the full discretion of the Board, based upon a recommendation from the President.

**ARTICLE 9  
FAMILY AND MEDICAL LEAVE**

Eligible employees are entitled to take up to 12 weeks of paid or unpaid leave per year for family and medical leave under the Family Medical Leave Act (FMLA) and the Oregon Family Leave Act (OFLA). Such leave will be consistent with federal laws and Oregon Revised Statutes. Check with the Human Resources Office for details. Eligible employees must have been employed at the College for at least 12 months and during the previous 12 months have worked an average of 24 hours per week or more (at least 1250 hours). All accumulated paid leave, including sick leave, and contract leave must be used concurrently with the OFLA and/or FMLA leave.

**ARTICLE 10  
WORKERS' COMPENSATION**

Employees are provided Workers' Compensation coverage for work-related, on-the-job injuries and occupational illnesses as required by Oregon law. Employees must notify the Human Resources and Facilities/Operations departments immediately when an

accident, occupational illness, or injury occurs. Employees who sustain an injury or illness compensable by Workers' Compensation and who are unable to reasonably perform normal duties will be paid the difference, if any, between their temporary total disability compensation benefits received under the Workers' Compensation law and his/her regular salary. Payments of such difference shall extend no more than sixty (60) calendar days following the occurrence of the injury or illness. Whenever an employee receives a check from Workers' Compensation, he/she shall certify in writing to the College the amount of the check and the period for which it represents payment so that the employee's pay can be adjusted. Medical progress reports from the employee's doctor may be required by the College prior to approval of such payments. Prior to returning to work after an on the job injury, the employee must submit a return to work release which details any physical limitations and work restrictions to Human Resources.

## **ARTICLE 11 PROFESSIONAL GROWTH**

Access to support of professional growth activity for full-time and reduced contract employees is by application to the appropriate executive dean, with approval by the President, or directly to the President if the request is from an executive dean or employees reporting directly to the President. The Professional Growth Fund Request form should be used for this purpose. The forms can be accessed on the RCC Human Resources Web site at: [http://www.roguecc.edu/HumanResources/form\\_index\\_hr.asp](http://www.roguecc.edu/HumanResources/form_index_hr.asp) A professional growth goals form approved by the executive dean and the President, should be in place prior to requesting professional growth funds. The plan should establish professional goals, outline activities, and have a timeline for achievement of the goals. Requests will be reviewed, within the approved budget for professional growth, according to the following guidelines:

### **A. Enrollment in Degree Granting Programs**

Employees enrolled in degree-granting programs that are recognized by the Oregon Office of Degree Authorization may apply for up to \$1000 in matching funds toward tuition costs for that program. The College will support tuition costs on a one-to-one matching basis up to the maximum of \$1000 per fiscal year.

### **B. Conferences, Seminars, Training Sessions**

Employees attending significant conferences, seminars, or training sessions related to the professional responsibility of that employee may apply for up to \$700 of funding support for registration, travel, and related costs per fiscal year. Such activity would include, but is not limited to, meetings of national associations, e.g., the AACC, NACUBO, CUPA, etc.

### **C. Regional, Statewide, or Local Professional Training or Association Meetings**

Employees participating in regional, statewide, or local professional training or association meetings may apply for up to \$500 of funding support per fiscal year. Normally, no more than three employees will be supported to attend the same conference, seminar, or meeting.

**D. Terms for Professional Growth Leave Requests**

Professional growth leave requests, paid or unpaid, will be considered as recommended by the President to the Board.

**E. Funding Under More Than One Category**

Employees may apply for funding support under more than one of the above categories, within an overall support maximum of \$1500 per fiscal year.

**ARTICLE 12  
EARLY RETIREMENT**

Upon retirement with PERS/OPSRP, employees under the age of 65 who are not eligible for Medicare will be considered for early retirement benefits based upon a recommendation from the college President and as approved by the Board of Education. Such benefits may include continued group health insurance, with the college-paid portion of the premium capped at the college-paid amount in effect at the time of retirement. The retiree must pay any increase in premium or the coverage will cease. Normally, the Board will apply the following guidelines in considering recommendations from the President for early retirement benefits.

- A.** If hired at RCC in 1985 or earlier, the retiree must be at least age 55. Single party group health insurance will be provided for the retiree only. Spousal or dependent coverage may be added at the retiree's expense.
- B.** If hired at RCC in 1986 through 1995 the retiree must be at least age 58 and have at least 15 years of service. Single party group health insurance will be provided for the retiree only. Spousal or dependent coverage may be added at the retiree's expense.
- C.** If hired at RCC in 1996 through August 31, 2003 the retiree must be at least age 60, and have at least 15 years of service. Single party group health insurance will be provided for the retiree only. Spousal or dependent coverage may be added at the retiree's expense.
- D.** If hired at RCC September 1, 2003 or after, and not already a member of PERS but instead covered under the Oregon Public Service Retirement Plan, the retiree must be at least age 62 and have at least 15 years of service. Single party group health insurance will be provided for the retiree only. Spousal or dependent coverage may be added at the retiree's expense. If the employee in this category

were already a member of PERS when hired at RCC the eligibility criteria in C above would apply.

In every case, including A through D above, the following will apply:

The employee must be retiring with and receiving benefits from PERS/OPSRP. The College-paid portion of the premium will be capped at the college-paid amount in effect at the time of retirement. The retiree must pay any increase in premium or the coverage will cease. The coverage will continue until the retiree reaches the age of 65 or becomes eligible for Medicare, whichever occurs first. If spousal coverage is purchased by the retiree, the college paid portion will discontinue when the employee's coverage ends. Spousal coverage will continue at the employee's own expense until the spouse reaches the age of 65 or becomes eligible for Medicare, whichever occurs first.

The Board may provide other early retirement benefits and adjust the eligibility criteria as it determines to be in the best interest of the college and the retiree. *Early retirement benefits may be granted, withheld, or modified at the sole discretion of the Board of Education.*

### **ARTICLE 13 TUITION WAIVER**

Full-time employees are eligible for up to 12 credits per term tuition waiver. Reduced contract (50-89%) employees are eligible for up to 6 credits per term tuition waiver. Less than 50% employees are eligible for up to 3 credits per term tuition waiver. These credits can also be used, in lieu of the employee, by a spouse or legal dependent child of the employee. "Dependent children" shall be defined by the IRS, and includes children of divorced parents. Any fees or other costs associated with the course will be the responsibility of the employee.

### **ARTICLE 14 PERS/OREGON PUBLIC SERVICE RETIREMENT PLAN**

Public employees hired on or after August 29, 2003, become part of the Oregon Public Service Retirement Plan (OPSRP), unless membership was previously established in PERS. PERS benefits will be provided as required by Oregon law and PERS Administrative Rules. The employee portion of PERS/OPSRP contributions (currently set at 6 percent) must be paid by eligible employees through payroll deductions. If a public employee is already in their 6-month waiting period for PERS membership, that employee becomes part of the PERS plan. OPSRP is a hybrid (defined contribution/ defined benefit) pension plan with two components: The pension program (defined benefit) and the Individual Account Program (defined contribution). A Tier One or Tier Two PERS member who has a six-month service break becomes a member of OPSRP for any subsequent employment upon rehire. Beginning January 1, 2004, PERS member contributions will go into the Individual Account Program (IAP) portion of OPSRP. PERS

members retain their existing PERS accounts, but any future member contributions will be deposited in the member's IAP, not into the member's PERS account.

## **ARTICLE 15 TRAVEL/TRANSPORTATION**

Employees on College business will be reimbursed for travel per IRS and College policies.

## **ARTICLE 16 COMPENSATION**

Employees will be placed on the salary schedule in Appendix B by the President or his/her designee, in accordance with education, experience, and scope of responsibility.

## **ARTICLE 17 EVALUATION**

Typically employees will be evaluated prior to a recommendation of contract renewal or non-renewal each fiscal year by his/her supervisor using the appropriate employee evaluation form. Evaluations are useful to achieve desired work performance, receive ideas and suggestions for improvement, assist employees in professional development, correct performance problems, assist employees to develop additional knowledge, skills, and abilities for job advancement, and document shortcomings for possible discipline procedures that may be necessary. Evaluation forms are available in Human Resources or can be accessed on the RCC Human Resources Web site at: [http://www.roguecc.edu/HumanResources/form\\_index\\_hr.asp](http://www.roguecc.edu/HumanResources/form_index_hr.asp)

## **ARTICLE 18 COLLEGE GOVERNANCE**

Employees participate in the development of policies, institutional governance, College planning, and budget development through their participation in the Executive Council, the Executive Team, and other College councils and work groups.

## **ARTICLE 19 INSURANCE COVERAGE**

### **A. Group Health Insurance**

Recognizing the importance of providing group insurance coverage for employees, the College will provide on behalf of employees eligible for group insurance coverage, an amount not to exceed the premium amount shown in Appendix A. The intent is to provide full family coverage for medical, dental, and vision insurance. In subsequent years there will be a maximum increase of 6 percent in the College-paid premium amount as reflected in Appendix A. Employees will pay the difference between the total premium and the college-

paid portion. Individual medical, dental, vision insurance, employee life insurance will be provided to 50% to 74% employees. Full family coverage for medical, dental, vision and employee life insurance will be provided to 75% or more employees. **(See Appendix A for current amounts).**

**B. Life Insurance**

The College will provide employee term life insurance in the amount of thirty eight thousand five hundred dollars (\$38,500) with the premium paid by the College for employees with 75-100% contracts.

**APPENDIX A  
GROUP INSURANCE COVERAGE**

Group Health Insurance will be provided to employees on a tiered rate system for single, employee plus one and full-family with the monthly College-contributed base amount being established at the policy renewal date for 2003-04. The insurance policy plan year typically runs from October to September, subject to change by the insurance company and/or the College. For the 2003-04 plan, the employees' share of the premium shall not exceed the amount listed below. Any adjustments to the 2003-04 premium amounts will adjust the College's maximum monthly contribution and establish the base for subsequent years. The College's monthly contributed base amounts will be increased by 6% annually for subsequent years.

<u>Plan Year</u>		<u>Maximum College- Contributed Base Monthly Amount*</u>	<u>Employee Monthly Share</u>
2003/04	Single	\$ 301.75	\$ 23.25
	Employee + 1	\$ 685.93	\$ 52.87
	Full Family	\$ 833.88	\$ 64.12
2004/05	Single	\$ 319.86	\$ 34.99
	Employee + 1	\$ 727.09	\$ 80.16
	Full Family	\$ 883.91	\$ 97.24
2005/06	Single	\$ 339.05	\$ 46.70
	Employee + 1	\$ 770.71	\$ 107.29
	Full Family	\$ 936.95	\$ 127.00
2006/07	Single	\$ 359.39*	\$ 31.81
	Employee + 1	\$ 816.95*	\$ 73.50
	Full Family	\$ 993.17*	\$ 86.88
2007/08	Single	\$ 380.96*	TBD **
	Employee + 1	\$ 865.97*	TBD **
	Full Family	\$ 1,052.76*	TBD **

\* Subject to Change

\*\* TBD – To Be Determined

**APPENDIX B  
MANAGEMENT, ADMINISTRATIVE, AND PROFESSIONAL EMPLOYEES  
2006-2007 SALARY SCHEDULE**

CATEGORY	Entry	Top
<b>Executive Officer</b>		
Executive Deans	\$75,424	\$95,018
<b>Managerial/Supervisory</b>		
Associate Deans	\$68,446	\$93,715
Directors	\$47,141	\$69,878
<b>Administrative/Managerial</b>		
Assistant Directors	\$33,829	\$55,350
Management Coordinators	\$33,829	\$55,350
<b>Administrative Non-Managerial</b>		
Dean's Assistants	\$33,829	\$51,078
Confidential Employees	\$33,829	\$51,078
Non-Managerial Coordinators	\$33,829	\$51,078
<b>Professional / Non-Managerial</b>		
Professional Employees	\$45,397	\$57,011
Special Project Directors/Administrators	\$47,141	\$72,008

Board Action: Approved

Kevin Talbert, Ph.D., Chair of the RCC Board of Education

Dated: June 19, 2007

Approved: May 14, 2002  
Revised: December 16, 2003  
First Reading: January 20, 2004  
Approved: February 17, 2004

Revised: May 3, 2007  
First Reading to board: May 15, 2007  
Approved: June 19, 2007