

## **ROGUE COMMUNITY COLLEGE MANAGEMENT HANDBOOK**

**DEFINITION OF MANAGEMENT STAFF:** Non-instructional staff who have supervisory, managerial, and/or policy development responsibilities. Titles typically include executive dean, dean, associate dean, executive director, assistant to the president, director, assistant director, executive secretary to the president and Board of Education, manager, and assistant to the executive dean. Managers are typically exempt employees. Normally, management contracts are for twelve (12) months in duration (July 1 – June 30).

**MANAGEMENT RESPONSIBILITIES:** It is the responsibility of management 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.

### **ARTICLE 1 MANAGEMENT CONTRACTS**

#### **A. Establishment of Management Contracts**

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

#### **B. Annual Management Contracts**

Annual full-time management contracts are for 246 days and are renewable at the sole discretion of the Board, based upon a recommendation from the College President.

#### **C. Dismissal for Cause**

Management staff 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, a manager may be suspended (with or without pay) or dismissed from duty during the contract year. In the event a manager is suspended or dismissed during the contract year, the

manager 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 manager 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. Contract Renewal**

In order for management contracts to be renewed there must be approval by the Board, based on a recommendation from the President, and written notification provided to the manager. 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 a manager'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.

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

Full-time management contracts will be based on 246 days per fiscal year for the period July 1 through June 30. Vacation days and holidays are included in the 246 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. These days are not included in the 246 contract days. At the discretion of the appropriate dean and with approval by the College President, managers may request a contract for 90-99% of 246 days (i.e., 90% of 246 days = 221.4 days). The annual salary for less than 246 days 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 246.

#### **F. Reduced Management Contracts (75-89%)**

Reduced contracts will be approved at the discretion of the appropriate dean and with approval by the College President. Upon approval, managers with reduced contracts (75-89%) will work the appropriate number of contract days based on the percent of full-time, (i.e., 75% of 246 days = 184.5 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 246.

**G. Part-time Management Contracts (50-74%)**

Part-time contracts will be approved at the discretion of the appropriate dean and with approval of the College President. Upon approval, managers 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 246 days = 123 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 246.

**H. Hourly Management Contracts (less than 50%)**

Managers with less than 50% contracts will be paid by timecard for hours actually worked. The hourly rate will be calculated by dividing the manager's annual salary by 246 days and the resultant daily rate by 8 hours.

**I. Contract Renewal Disclaimer**

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

**ARTICLE 2  
SICK LEAVE**

**A. Sick Leave Allotment**

Full-time (90-100%) management staff 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 manager's contract is renewed. Sick leave for reduced contract and part-time (50-89%) management contracts will be pro-rated to the appropriate percent of full-time. There is no sick leave benefit for hourly management staff. 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, signed by his/her supervisor, and forwarded to Payroll. Leave Request forms are available from Human Resources or can be accessed on the RCC Y:Drive; Forms/Human Resources/Forms LeaveRequest.

**C. Transfer in of Sick Leave**

New managers 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). During the second year of employment with RCC, if the manager's contract is renewed, a manager 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. per 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 manager prior to the use of vacation, approved by his/her supervisor, and forwarded to Payroll.

**B. Carry-Over Vacation Days**

Managers may carry up to 40 unused vacation hours into the following fiscal year, if the manager'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 manager's contract is renewed.

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

Upon resignation or termination of a management employee, such manager 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 for Promotion from a Classified to a Management Position**

When a promotion from a classified to a management position is authorized, the new manager will be paid for all remaining accrued classified vacation prior to the start of the management position OR some or all of the classified vacation time may be taken prior to the start of the management contract. Any remaining classified accrued vacation will then be paid out unless the management 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 from Management to Faculty Status**

When a manager moves into a faculty position, all remaining accrued and unused management vacation up to a maximum of 168 hours will be paid out to the manager upon termination of the management 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 from Management to Classified Status**

When a manager moves into a classified position, all remaining accrued and unused management vacation up to a maximum of 168 hours will be paid out to the manager upon termination of the management 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 management staff receive 11 paid holidays if the holiday falls within their regular contract period. These days are included in the standard 246-day management contract days. Reduced contract and part-time management staff receive holiday pay based on the percent of their contract. For hourly management staff, holidays will be paid only if the manager 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. Managers without regularly scheduled workdays will not receive holiday pay. The holidays are:

Independence Day  
Labor Day  
Veteran's Day  
Thanksgiving Day  
The day after Thanksgiving

The Day Before Christmas  
Christmas Day  
New Year's Day  
Martin Luther King's Birthday  
President's Day  
Memorial Day

## **ARTICLE 5 PERSONAL LEAVE**

### **A. Personal Leave Amount**

Full-time management staff will be credited with a total of five (5) personal days (40 hrs.) per fiscal year. Managers with reduced and part-time contracts (50-89%) will be credited with personal leave based on the percent of their contract. Hourly management staff 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 manager prior to or immediately after the use of personal leave, signed by his/her supervisor, routed to Human Resources for verification of College policy. The Human Resources Department will forward the form to Payroll for recording.

## **ARTICLE 6 LEGAL LEAVE**

### **A. Jury Duty/Witness Duty**

Full-time, reduced contract, and part-time managers 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 manager must daily report to duty promptly after being excused by the court from further attendance during the manager's contract day. A Leave Request should be completed by the manager

prior to or immediately after the use of jury duty leave, signed by his/her supervisor, and forwarded 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 rights or privileges required thereby.

**C. Active Military Duty Leave**

Managers 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 261 days. Full-time management staff 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 246 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 = 24.6 +15 non-contract days; 92% = 19.7 + 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 manager 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 manager 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 managers 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 managers 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 vacation, sick leave, and contract leave must be used within the period of the leave.

## **ARTICLE 10 WORKERS' COMPENSATION**

Managers are provided Workers' Compensation coverage for work-related, on-the-job injuries and occupational illnesses as required by Oregon law. Managers must notify the Human Resources and Facilities/Operations departments immediately when an accident, occupational illness, or injury occurs. Managers 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 a manager 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. Medical progress reports from the manager's doctor may be required by the College prior to approval of such payments.

## **ARTICLE 11 PROFESSIONAL GROWTH**

Access to support of professional growth activity for full-time and reduced contract managers is by application to the appropriate dean, with approval by the President, or directly to the President if the request is from a dean or management staff reporting directly to the President. The Professional Growth Fund Request form should be used for this purpose. The form can be accessed on the Y:Drive in the Forms file, under Human Resources file, Forms/Professional Growth. A professional growth plan, approved by the 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 management professional growth, according to the following guidelines:

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

Managers 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**

Managers attending significant conferences, seminars, or training sessions related to the professional responsibility of that manager 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**

Managers 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 managers 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**

Managers 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**

Early retirement benefits will be considered for management staff, 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 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, such coverage would end when the spouse (or retiree) 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 managers are eligible for up to 12 credits per term tuition waiver. Reduced contract (50-89%) managers are eligible for up to 6 credits per term tuition waiver. Less than 50% managers are eligible for up to 3 credits per term tuition waiver. These credits can also be used, in lieu of the manager, by an individual related by blood or marriage, or a same-sex domestic partner, residing in the manager's primary residence, and/or by any legal dependent, adopted child, child, or step-child up to the age of 25 who is not residing in the manager's primary residence at the time the waiver is used.

### **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 managers 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**

Managers on College business will be reimbursed for travel expenses as follows:

### **A. Meals**

The standard allotment for meals shall be determined each year by the College President. *(See Appendix A for current amounts).*

### **B. Mileage/Transportation**

Mileage will be paid at the maximum allowed by the Internal Revenue Service. If coach airfare is less than mileage cost, then the maximum paid for mileage will be the coach airfare amount. In lieu of mileage reimbursement, employees may use a fuel credit card available in Administrative Services. All ground transportation including taxis, trains, and buses are reimbursable with receipts.

### **C. Lodging**

Receipts are required for all lodging to be reimbursed at the actual cost. Arrangements for direct billing to the College by the place of lodging may be made through Business Services in advance by purchase order.

## **ARTICLE 16 COMPENSATION**

Managers will be placed on the Management Salary Schedule by the Executive Director of Employee Relations, in accordance with education, experience, and scope of responsibility.

## **ARTICLE 17 EVALUATION**

Managers will be evaluated prior to a recommendation of contract renewal or non-renewal each fiscal year by his/her supervisor using the management evaluation form. Evaluations are useful to achieve desired work performance, receive ideas

and suggestions for improvement, assist managers in professional development, correct performance problems, assist managers to develop additional knowledge, skills, and abilities for job advancement, and document shortcomings for possible discipline procedures that may be necessary. Management Evaluation forms are available in Human Resources or can be accessed on the RCC Y:Drive in the Forms file, under Human Resources, go to Evaluations file, then to Management, MgmtEval.

## **ARTICLE 18 COLLEGE GOVERNANCE**

Managers 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 management staff eligible for group insurance coverage, an amount not to exceed the premium amount shown in Appendix B. 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 B. Managers will pay a contribution toward health insurance when the new premium is increased above 6 percent over the previous year. Individual medical, dental, vision insurance, employee life insurance will be provided to 50% to 74% management employees. Full family coverage for medical, dental, vision and employee life insurance will be provided to 75% or more management employees. ***(See Appendix B 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 management employees with 75-100% contracts.

**APPENDIX A**  
**REIMBURSEMENT FOR MEALS**

The standard allotment for meals is: Breakfast, \$6; Lunch, \$8; Dinner, \$15; or other combination of the three meals not to exceed \$29 per diem. If meal expenses exceed these amounts, it will be necessary to provide a receipt for reimbursement.

**APPENDIX B  
GROUP INSURANCE COVERAGE**

Group Health Insurance will be provided to members 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 ***	TBD **
	Employee + 1	\$ 727.09 ***	TBD **
	Full Family	\$ 883.91 ***	TBD **
2005/06	Single	\$ 339.05 ***	TBD **
	Employee + 1	\$ 770.71 ***	TBD **
	Full Family	\$ 936.95 ***	TBD **

\*2003/04 rates based on information available on July 1, 2003

\*\* TBD – To Be Determined

\*\*\*Subject to Change

Board Action: Approved

David Trump, M.D., Chair of the RCC Board of Education

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