MANAGEMENT, ADMINISTRATIVE, AND CONFIDENTIAL 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, 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 Vice Presidents
  - Managerial/Supervisory: Deans, Directors
- Administrative/Managerial: Assistant Directors, Managerial Coordinators

Administrative/Confidential/ (Non-Managerial)

- Administrative/Confidential: Vice Presidents’ Assistants, Administrative Non-Managerial Coordinators, Confidential Employees

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.

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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 vice presidents' assistants, non-managerial coordinators, confidential employees, and other non-managerial administrative employees. These employees may be exempt or non-exempt depending on whether the position 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 President, 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 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 a full-time employee usually covers the entire fiscal year. The contract year typically consists of 246 days.

Employee - shall mean any Executive Officer, Manager, Administrative, or Confidential, 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 employee 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 vice presidents 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 FLSA overtime laws.

Fair Labor Standards Act (FLSA) - refers to the Federal Fair Labor Standards Act. The FLSA establishes a national minimum wage, overtime pay, recordkeeping, and youth employment standards affecting employees in the private sector and in Federal, State, and local governments. The FLSA also provides definitions and requirements for employees to be excluded, or “exempt”, from FLSA 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 issued for less than a full year. No contract under this handbook shall exceed the end of the fiscal year without renewal by the President.

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 typically equal to 246 contract days (or 1968 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.

Furlough Days - shall refer to unpaid days scheduled during a particular contract year for budgetary reasons. A furlough day shall be considered a non-contract day in which the employee is not paid and does not work. Furlough days are additional to regularly scheduled non-contract days. Furlough days are typically scheduled prior to the beginning of a contract year and included in the employee’s annual employment contract, but in some cases furlough days may be implemented by the College mid-year.

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 (deans and managing directors) and the administrative/managerial group (assistant directors and other administrative management). 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 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 December closure, and 10 additional unpaid closure days typically scheduled during the Summer. Non-contract days may also include unpaid furlough days scheduled during a particular contract year for budgetary reasons.

Non-Exempt - refers to employees covered by (and not excluded from) the Federal FLSA and Oregon Bureau of Labor and Industry (BOLI) overtime laws.

Part-Time Employee - shall mean any person employed in a job budgeted for at least 600 hours (.3 FTE) but less than 1776 hours (222 days, 90%) 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 position covered by this handbook will receive full benefits if the positions total the equivalent of a 90%-100% (full-time) position; 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/OPSRP.

President - shall mean the District President of Rogue Community College.

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, based upon a recommendation from the appropriate vice president, will establish annual management, administrative, and confidential employee contracts. (Article V.D.030 Board Policy Handbook).

B. Annual Contracts

Annual full-time (100%) contracts under this handbook are typically issued for 246 days, cover the fiscal year, and are renewable at the sole discretion of the

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
- Neglect of duty
- Dishonesty, theft, or fraud
- Inadequate performance; or
- Other good cause

When dismissal is being considered, procedural due process rights shall be observed. The supervisor, in coordination with the appropriate Vice President and Human Resources, shall notify the employee in writing of the charges, of the facts upon which the charges are based, and the specific disciplinary action that is being considered. The supervisor will give the employee an informal opportunity to refute the charges, explain the behavior, and present any mitigating circumstances in writing and/or orally at a pre-disciplinary conference. The employee will be given adequate time to develop a response, generally no more than three days. If more than three days is requested, the supervisor may, with approval of the Vice President, agree to a reasonable extension of time without pay or benefits.

The appropriate Vice President and Human Resources will conduct the meeting and hear the employee's statements in order to learn whether the facts and conclusions are correct and whether good cause for dismissal exists. Recommendations for dismissal will be made by the Vice President to the President.

Upon determination by the President that good cause exists and due process as outline above has been followed, the employee may be dismissed from duty during the contract year.

D. Termination for Budget Reasons

Employee contracts may be terminated by the President 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 President, based on a recommendation from the appropriate vice president, and written notification provided to the employee. Normally such action would occur in May and be taken as an information item to the May Board meeting for contract renewals effective July 1 of the ensuing fiscal year. The renewal list shall include the number of days to be worked, percentage of assignment, starting date, and job title. If the employee's contract will not be renewed for the forthcoming fiscal year, the employee will be given a written notice of non-renewal. A contract will be renewed only through affirmative action via a written employment contract.

F. Reassignment

The College reserves the right to reassign employee duties and responsibilities at any time during the contract year. This may include a promotion, demotion, transfer, or simply a reassignment of duties, and may or may not include an adjustment (increase or decrease) in pay.

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

Full-time contracts will typically 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. Non-contract days are not included in the 246 contract days. Full-time contracts have been reduced by fifteen (15) non-contract days, from 261 days to 246 days; five (5) non-contract days are to be used during the closure in December and ten (10) non-contract days are to be used as determined by the College (typically scheduled during the Summer). At the recommendation of the appropriate vice president and with approval by the President, employees may request a contract for 90-99% of 246 days (i.e., 90% of 246 days = 222 days). The annual salary for less than 246 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 246.

H. Reduced Contracts (75-89%)

Reduced contracts will be approved at the recommendation of the appropriate vice president and with approval by the 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 246 days =185 days). The annual salary will be pro-rated to the percent of the contract. Benefits may also be prorated as outlined in the handbook. 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.

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

Part-time contracts will be approved at the recommendation of the appropriate vice president and with approval of the 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 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. Benefits may also be prorated as outlined in the handbook. The total number of non-contract days will be determined by subtracting the total contract days from 246.

J. 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 accrue 1 day (8 hrs) of sick leave per contracted month of service, and will be credited at the beginning of the contract year with 12 days (96 hrs) of sick leave annually (prorated for a partial year contract), at full pay. If not used, sick leave may accumulate from year to year without limit, if a contract is renewed. Sick leave for reduced contract and part-time (50-89%) contract employees will be pro-rated to the appropriate percent of full-time. Sick leave is not compensable upon resignation, termination, or retirement.

Upon retirement an employee’s unused sick leave balance is reported to PERS, the employee’s sick leave balance is reduced to zero, and the previous balance is no longer available for use by the employee should they return to employment in any capacity at the College.

B. Use of Sick Leave

Sick leave may be used for one's own personal illness or to provide care for the illness of 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 and submitted for supervisor approval prior to or immediately following the use of sick leave.

The College may, at its own expense, require a member to provide a written health care provider'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 health care provider 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 Oregon Public Employees Retirement System (PERS/OPSRP) qualifying employer if the employee worked in a PERS eligible position. 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 is accrued at the rate of 14 hrs per contracted month of service for 90-100% contracts, and pro-rated to the percent of the contract for 50-89% contracts. Vacation hours will be credited on an annual basis at the beginning of the contract year or pro-rated for a partial contract the remainder of the fiscal year for contracts starting after July 1, as follows:

Full-time (90-100%) = 168 hrs (pro-rated for partial year contract)

Reduced Contract (50-89%) = pro-rated to percent of contract

Part-time (50-74%) = pro-rated to percent of contract

Hourly (less than 50%) = not eligible for vacation benefit

A maximum of 288 hours may be utilized in any one year. This may include up to 120 hours of unused carry over vacation (see B. below). Unused vacation in excess of the maximum carry-over will be paid out at the end of the fiscal year. A leave request should be submitted for supervisor approval prior to the use of vacation.

B. Carry-Over Vacation Days

Employees may carry up to 120 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 36 vacation days (288 hrs) may be utilized in any one year. The Payroll department will automatically carry over up to 120 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, the 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 12 paid holidays if the holiday falls within their regular contract period. These days are included in the standard 246 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. 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	Juneteenth

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. Personal leave days are not compensable upon severance or termination of employment.

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 appropriate vice president or President in their free discretion may approve.

A leave request should be submitted by the employee for supervisor approval prior to or as soon as is reasonable following the use of personal leave.

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. Employees are not required to submit payment received from the court for jury duty services to the College. Leave requests should be completed by the employee for supervisor approval prior to, or immediately after, the use of jury duty leave 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 typically consists of 261 days. Full-time employees will have five (5) non-contract days to be used during the College closure in December and ten (10) 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 based on the number of paid contract days included in the employee's contract. Those with reduced and part-time contracts (50-89%) will have an additional number of non-contract days beyond the fifteen (15) mentioned above. If an employee's contract days have been reduced by more than the fifteen (15) standard non-contract days, the employee is responsible for working with their supervisor to approve a work calendar, scheduling their contract and non-contract days for the fiscal year.

ARTICLE 8 – DISCRETIONARY LEAVE

Any employee may apply to the President for an unpaid leave of absence for up to one year. Such applications must be in writing and must be submitted to the appropriate vice president for recommendation to the President 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 President, based upon a recommendation from the appropriate vice 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. All accumulated paid leave, including sick leave, personal leave, and vacation must be used concurrently with the OFLA and/or FMLA leave.

ARTICLE 10 – WORKERS' COMPENSATION

A. On-the-Job Injury Reporting

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 department immediately when an accident, occupational illness, or injury occurs.

B. Workers’ Compensation Payments

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 regular contracted salary. Payments of such difference shall extend no more than sixty (60) calendar days following the first date time loss is incurred. During this period of time, the employee is not required to submit leave for the difference in hours between their regular contracted salary and the number of hours paid by Workers’ Compensation. Whenever an employee receives a check from Workers’ Compensation, the employee shall either submit the check to the College or certify in writing to the College the amount and period for which the check represents payment. Medical progress reports from the employee’s treating provider may be required by the College prior to approval of such payments. If the employee is not released to return to work and remains unable to reasonably perform normal duties beyond the sixty calendar days, the employee shall submit paid leave for the difference in hours between their regular contracted salary and the number of hours paid by Workers’ Compensation.

C. Return to Work

Prior to returning to work after an on the job injury, the employee must submit a return to work release from the employee’s treating provider which details any physical limitations and work restrictions to Human Resources. The College has adopted a Return to Work Program pursuant to Board Policy V.C.040, the purpose of which is to return workers to employment at the earliest date following any injury or illness. Human Resources will follow this Program as appropriate, and will work with the employee’s supervisor to determine whether the employee can be returned to work under specific work restrictions, with or without a reasonable accommodation.

If an employee is not released to return to work after exhausting all available paid and/or unpaid protected leave as applicable, the employee will be considered administratively terminated, no longer eligible for employee benefits, and will retain reinstatement and reemployment rights as provided by Oregon Workers’ Compensation law and regulations.

ARTICLE 11 – PROFESSIONAL GROWTH

Access to support of professional growth activity for full-time and reduced contract employees is by application to the appropriate vice president, with approval by the President, or directly to the President if the request is from a vice president or employees reporting directly to the President. The Professional Growth Fund Request form should be used for this purpose and can be accessed on the RCC Human Resources website. Requests will be reviewed, within the approved budget for professional growth, according to the following guidelines not to exceed an overall support maximum of $1,500 per fiscal year:

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 funds toward tuition costs for that program.

    1. Employees enrolled in a degree-granting graduate program may apply for additional professional growth funding with the approval of the vice president and President. This additional funding is limited to $6,000 per fiscal year and subject to budget availability.

B. Conferences, Seminars, Workshops, Classes, and Training Sessions: Employees attending conferences, seminars, workshops, classes, or training sessions related to the professional responsibility of that employee or to that employee's continuous improvement plans or goals as set forth in their performance evaluations may apply for funding to support the activity and related costs.

C. National, Regional, Statewide, or Local Professional Training or Association Meetings: Employees participating in national, regional, statewide, or local professional training or association meetings may also apply for funding support, including dues, travel and related costs.

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.

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 appropriate vice president and as approved by the President. Normally, the President will apply the following guidelines in considering recommendations for early retirement benefits.

A. If hired into a benefits-eligible position at RCC prior to August 29, 2003, the retiree must be at least age 55 and have at least 15 benefits-eligible years of service. Single party group health insurance will be provided for the retiree. Two years of College-paid contribution toward spousal health insurance coverage will be provided, if requested. Continued spousal or dependent coverage may be added at the retiree's expense.

B. If hired into a benefits-eligible position at RCC on or after August 29, 2003, and already a member of PERS when hired at RCC, the retiree must be at least age 60, and have at least 15 benefits-eligible 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 into a benefits-eligible position at RCC on or after August 29, 2003, and not already a member of PERS but instead covered under the Oregon Public Service Retirement Plan (OPSRP), the retiree must be at least age 62 and have at least 15 benefits-eligible 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.

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

The employee must be retiring with and receiving benefits from PERS/OPSRP. The College-paid portion of the health insurance 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 may continue at the employee's own expense until the spouse reaches the age of 65 or becomes eligible for Medicare, whichever occurs first.

The College 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.

ARTICLE 13 – TUITION WAIVER

A. Full-Time Employee Tuition Waiver

Full-time employees are eligible for up to12 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.

B. Retiree Tuition Waiver

Full-time members who retire from the College shall be entitled to a tuition waiver of a credit-bearing class per term to be used by the retiree. Any fees or other costs associated with the course will be the responsibility of the retiree. Such tuition waiver shall not preclude enrollment of a tuition-paying student. Retiree's enrollment in the class shall not count toward any minimum class size requirements.

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 guidelines and College policies.

ARTICLE 16 – COMPENSATION & POSITION PLACEMENT

A. Position Placement

The College utilizes a third-party vendor to evaluate positions according to a point factor evaluation system, establish position grades and corresponding salary ranges, and develop/update job descriptions. A detailed Position Analysis Questionnaire (PAQ) is completed for new or changed positions, approved by the supervisor and reviewed by Human Resources. PAQs are submitted to the third-party vendor for position grade placement.

B. Salary Schedule

Employee salaries shall fall within the range on the salary schedule for the position grade, and shall not be below entry or above the top of the range. See Appendix B for the Salary Schedule and Appendix C for the Position Grades. Salary schedules are updated annually and accessible on the Human Resources website.

C. Salary Placement

Establishing a salary requires careful consideration of how the employee's prior experience, knowledge, and skills compare with other employees in comparable positions. When determining salary placements for new hires and existing employees who are promoted or reclassified, Human Resources will run a regression calculation to place the employee within the salary range considering their related experience and three specified points in the range: entry/minimum, midpoint, and top/maximum. For lateral moves, there will be no change in salary.

- Entry/minimum point – based on the minimum years of experience per the job description
- Midpoint – the sum of the minimum point and maximum point divided by two
- Top/maximum point – based on 30 years of experience

Human Resources reviews the application and resume/CV to determine direct and indirect related experience. Direct experience is credited year-for-year and indirect experience is credited at 20% per year. The hiring manager may be consulted to clarify direct/indirect experience. Following a contingent job offer, the applicant may also be contacted to clarify experience or provide additional information.

Direct and indirect experience is determined at time of hire, promotion, or reclassification as applicable. A spreadsheet of all current employees by grade and comparable character grouping is maintained in Human Resources and updated regularly for use in continued pay equity analyses.

Salary placement will be determined by Human Resources in consultation with the appropriate vice president or President and will generally fall between the range minimum and midpoint. Starting salaries higher than the calculated amount or the range midpoint require the recommendation of the Chief Human Resources Officer and the subsequent approval of the President. Such recommendation and approval must be based upon one or more of the bona fide factors allowable under the Oregon pay equity law.

D. Salary Adjustments

The College is committed to ensuring fair and equitable compensation practices. A review of pay equity and market comparison will be conducted on a regularly scheduled basis. The goal of these reviews is to assist managers, during the budget cycle, in determining if pay adjustments are necessary to address unjustified gaps in pay or issues relating to misalignment with market-based compensation levels, salary compression, or salary inversion for similarly situated employees, or significant gaps that may impact recruitment or retention.

1. Market/Equity Adjustments – a market/equity adjustment is a change in pay rate based on internal salary parity or external labor market parity. An equity increase/decrease/freeze is typically based on a salary inequity that cannot be corrected through the annual increase/renewal process. A salary inequity exists when an employee's salary is significantly below or above that of others in positions of comparable character. Examples of situations that may indicate a salary inequity include:

    - The salary of a long term-employee is low relative to the placement of a new hire;
    - Significant salary compression exists between a supervisor and their employee(s); and/or
    - A position is reclassified to a lower grade.

2. Promotion – when an employee moves from their current position to a different position that is assigned to a higher salary grade, this is considered a promotion. A promotion generally warrants an increase in base salary to recognize additional skills and/or responsibilities of the employee and to ensure that pay for the new position is consistent with market and internal equity.

3. Voluntary Demotion – a voluntary demotion occurs when an existing employee applies and is selected for an existing vacant position within a grade lower than their current job. If the employee’s current salary aligns with the internal equity of the new grade, the employee’s salary will not be impacted. If the employee’s current salary does not align with the internal equity of the new pay grade, the employee’s salary may be decreased.

If the employee is reassigned/transferred to a position in a lower salary grade for reasons other than performance, such as a departmental re-structuring, the employee’s salary will not be decreased unless it is outside the range of the new grade; however, the employee may not be eligible to receive additional pay increases until parity is reached.

4. Reclassification – a reclassification may occur when there is a substantive change in the duties and responsibilities of a job due to changes in the organization, type of work, staffing requirements, technology or when the classification (title, job grade, or status) assigned to the job is determined to be incorrect based on the actual job duties. The primary goal of a reclassification review is to ensure that the work being performed corresponds with the job description. As such, a reclassification review may or may not result in an increase or decrease in salary grade. An employee’s pay after the reclassification must fall within the newly determined salary range. Any changes in pay will be considered in relation to internal equity and external market equity; and the complexity and/or scope of duties and responsibility. Pay changes due to reclassifications may be retroactive to the first day of the month in which final approval for the pay change is received.

   As new jobs are created or existing jobs change substantially, it becomes necessary to evaluate/reevaluate the job to determine appropriate position classification and salary grade placement.

5. Annual Adjustment – employee salaries are typically adjusted annually, effective each July 1. In no case will an employee’s salary be increased above the grade maximum.

ARTICLE 17 – EVALUATION

The purpose of the Management, Administrative and Confidential Employee Performance Evaluation is to assess management performance by reviewing competence in completing primary job duties, success in accomplishing assigned goals and objectives, and to identify professional development activities and goals for the upcoming year in order to align performance with the College mission. The process is intended to be formative and is designed to provide constructive, open communication between employees and their supervisors as well as 360° feedback from others. Employees should be evaluated annually prior to a recommendation of contract renewal or non-renewal by the employee’s supervisor using the appropriate evaluation form and processes.

ARTICLE 18 – COLLEGE GOVERNANCE

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

ARTICLE 19 – COMPLAINTS

The College encourages open and direct communications regarding employment concerns. Employees should verbally discuss concerns and complaints with their supervisor in an attempt to reach resolution informally prior to submitting a compliant. If the issue remains unresolved after discussion with the supervisor, and the employee believes a violation of this handbook or a College policy or procedure has occurred, the employee may provide a written statement of the complaint with the immediate supervisor. The complaint must include:

1. The circumstances surrounding the complaint, and from which the complaint arose;
2. The date of the occurrence of the alleged violation of this handbook or College policy or procedure;
3. The particular provisions which are claimed to have been violated; and
4. The remedy or correction sought.

The supervisor shall respond to the complaint in writing within five (5) business days of receipt of the written complaint. If the complaint remains unresolved after the immediate supervisor's reply, the employee may submit the written complaint to the appropriate Vice President within five (5) business days. The Vice President shall then respond to the employee's complaint in writing within five (5) business days of receipt. If the complaint remains unresolved after the receipt of the Vice President’s reply, the employee may submit the complaint to the President within five (5) business days. The President shall have a meeting with the employee to discuss the complaint and review the written responses. The President shall respond to the employee's complaint in writing within five (5) business days of receipt of the meeting. The written decision of the President is final. In the event the complaint involves the supervisor, the employee may file the complaint directly with the Vice President. In the event the complaint involves the Vice President, the employee may file the complaint directly with the President.

ARTICLE 20 – 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, vision and prescription insurance to full-time employees. 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.

Up to full family coverage for medical, dental, vision and prescription insurance will be provided to 75% to 100% employees.

Single medical, dental, vision insurance and prescription insurance will be provided to 50% to less than 75% employees. ***(See Appendix A for amounts).***

B. Group Basic Life and AD&D Insurance

The College will provide employee Life and AD&D insurance in the amount of forty thousand dollars ($40,000) with the premium paid by the College for employees with 75% to 100% contracts.

C. Supplemental Insurance Products

Other supplemental insurance products may be made available for employees to purchase at their own expense, such as Optional Employee/Spouse Life Insurance, Optional Employee/Spouse AD&D, Long Term Disability, Short Term Disability, Long Term Care Insurance, and Section 125 Plans. Plan offerings will be reviewed by the College on an annual basis.

APPENDIX A – GROUP INSURANCE COVERAGE

Group Health Insurance will be provided to employees on a tiered rate system for single, employee + spouse, employee + child(ren), and full-family. The tiered monthly College contribution was re-established at the policy renewal date for 2009-10 with the College's transition to Oregon Educators Benefit Board (OEBB) and addition of the Employee + Child(ren) tier. The insurance policy plan year typically runs from October to September, subject to change by OEBB and/or the College. The College's tiered monthly base contribution levels are reflected below and will be increased by up to 6% annually for subsequent years.

Plan Year	Status	Maximum College Contribution (Monthly)
2020/21	Single	$797.86
	Employee + Spouse	$1,737.93
	Employee + Child(ren)	$1,546.74
	Full Family	$2,493.00

*Employee out-of-of pocket share is dependent upon plan election.

APPENDIX B – SALARY SCHEDULE

Management, Administrative, and Confidential Employee Group

2021/22 Salary Schedule

Effective 7/1/2021

Days 246

	Entry		Top	
Grade	Annual	Daily Rate	Annual	Daily Rate
O	$104,108.60	$423.2057	$143,358.42	$582.7578
N	$92,621.98	$376.5121	$126,068.65	$512.4742
M	$86,020.37	$349.6763	$117,678.75	$478.3689
L	$75,756.00	$307.9512	$104,781.83	$425.9424
K	$70,199.47	$285.3637	$99,956.69	$406.3280
J	$59,723.51	$242.7785	$86,647.67	$352.2263
I	$56,935.59	$231.4455	$82,483.06	$335.2970
H	$52,234.41	$212.3350	$73,645.71	$299.3728
G	$43,646.89	$177.4264	$65,323.82	$265.5440

President Action: Approved

Cathy Kemper-Pelle

Dr. Cathy Kemper-Pelle, President

Dated: 12-11-2021

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