

# COCC Exempt and Confidential Supervisory Handbook

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## **1. INTRODUCTION**

The purpose of this Handbook is to articulate the employment relationship between the exempt, confidential, and supervisory employees of Central Oregon Community College and the Central Oregon Community College Board of Directors. The exempt, confidential, and supervisory staff of the College derives its authority and responsibility from the institution's President, who acts as the chief executive officer of the Board of Directors in carrying out Board policy. The chief duty of the College administrative structure is to ensure the effective, orderly, and efficient operation of the institution.

## **2. EEO/AA STATEMENT**

It is the policy of the Central Oregon Community College Board of Directors that there will be no discrimination or harassment on the basis of age, disability, sex, marital status, national origin, ethnicity, color, race, religion, sexual orientation, gender identity, genetic information, citizenship status, veteran status or any other protected classes under Federal and State statutes in any educational programs, activities or employment. Persons having questions about equal opportunity and nondiscrimination should contact the Equal Employment Officer, c/o COCC's Human Resources office, 541.383.7216.

## **3. DEFINITION OF EMPLOYEES COVERED UNDER THIS HANDBOOK**

**Exempt.** Employees are individuals who meet the exempt standards defined by the Employee Relations Board, e.g., President, and directors. Note: All provisions of the Handbook apply to the President, except where superseded by a Supplementary Employment Contract between the President and the Board of Directors, and, specifically, Articles 5, 11, 14, 15, 17, 18, and 19. Normally, exempt employees work full-time for a period of 12-months or less, have budget and supervisory authority, or are classified professional, non-managerial, and are paid based on the approved salary schedule for administrative employees. Part-time, exempt employees who work a minimum of 20 hours per week are also covered by this Handbook.

**Supervisory.** Employees have authority in the interest of the College for the work assignments of classified staff and are generally responsible for the direction of such employees. Depending on Fair Labor Standard Act (FLSA) status, supervisory employees may be exempt from over-time requirements.

**Confidential.** Employees assist and act in a confidential capacity to management who formulate, determine, and effectuate management policies in the area of collective bargaining. Confidential employees have non-exempt status under the FLSA.

Confidential/Supervisory staff are exempted from the following provisions of the Handbook: 4; 15; 17; and 20. All other provisions of this Handbook apply to Confidential/Supervisory employees. Salaries for Confidential and Supervisory staff are based on the approved salary schedule for administrative employees.

**Clarification of terms:** For the purpose of this Handbook, the words "administrator and/or administrative" will be used when statements and/or provisions are applicable to exempt, confidential, and supervisory employees.

## **4. EXEMPT WORKING HOURS**

Due to the comprehensive functions of a community college, professional staff are expected to accept assignments both on- and-off campus, in the evenings as well as during the daytime, and occasionally on the weekends. Administrative personnel generally work a minimum of 40 hours per

week, although it should be recognized that at certain times workloads can and will increase and/or decrease at the discretion of the College. Part-time administrative staff work a minimum of 20 hours per week.

## **5. RELATIONSHIP WITH COLLEGE**

Exempt, confidential, and supervisory staff do not engage in the process of collective bargaining with the College. In an effort to facilitate discussion each year on salary and working condition issues for administrators, a group of three to five administrators will be selected by the administrative group to discuss issues relevant to salary and employment with the President; discussion will take place prior to the end of the annual budget process.

## **6. DIRECT COMPENSATION**

### **6.1 Salary Schedule**

Exempt and confidential/supervisory employees shall be compensated according to College-approved salary schedules.

### **6.2 Public Employees Retirement System**

The College will pay the employee contribution to the Public Employees Retirement System. The employee contribution will be limited to 6% of the employee gross salary and will be made for those employees who have established membership in the system.

### **6.3 Temporary Work Assignment**

**Temporary Increase in Pay Due to Interim Status and/or Temporary Work Assignment:** This practice is applicable in situations where a lower-level employee is temporarily assigned work due to the absence or temporary reassignment of a higher-level employee. It does not apply to internal professional development opportunities, which typically occur when an employee is given an opportunity to engage in work outside of their immediate scope of responsibility (for example, participation in collective bargaining). Eligible types of temporary work assignments are identified as follows:

#### **Interim Appointments**

Should a lower-level employee be appointed on an interim basis to a higher level position for more than one month, the College may pay the interim employee a 5% salary increase, or the minimum of the higher level, whichever is greater. This pay increase shall be in effect for the interim period only and the employee will return to their regular salary status at the end of the interim appointment. This arrangement must be approved by the COCC President. Notification of this temporary pay increase shall be done via the Supervisor Notice of Employment Status Change Form.

*Example for illustration purposes only: A director-level employee retires. A lower-level employee from that department is assigned as the interim director. The interim director is granted a temporary pay increase until the new director is hired.*

#### **Lower-Level Employees Absorbing Higher-Level Employee's Work for Temporary Period**

Should a lower-level employee(s) be assigned work in the absence of a higher-level employee for a period of more than one month, but no interim appointment is made, the lower-level employee may receive a salary increase of 5% during the temporary assignment of responsibilities. This pay increase shall be in effect for the temporary period only and the employee will return to their regular salary status at the end of the interim appointment. This arrangement must be approved by the COCC President. Notification of this temporary pay increase shall be done via the Supervisor Notice of Employment Status Change Form.

*Example for illustration purposes only: A director-level employee leaves the College. Two other employees from that department are assigned director-level responsibilities. The two employees are granted a temporary pay increase until the new director is hired.*

Should an employee be given a special assignment by the President which causes a lower-level employee to absorb 25% or more of the responsibilities normally completed by the higher-level employee, the lower-level employee may receive a salary increase of 5% during the temporary assignment of responsibilities. This pay increase shall be in effect for a temporary period only and the employee will return to their regular salary status at the end of the interim appointment. This arrangement must be approved by the COCC President. Notification of this temporary pay increase shall be done via the Supervisor Notice of Employment Status Change Form.

*Example for illustration purposes only: The President assigns an employee to a significant project. The employee must shift 25+% of his/her workload to a lower-level position in the department. The lower-level employee is granted a temporary pay increase until the special project is complete and the higher-level employee returns to his/her regular responsibilities.*

## **7. ABSENCE FROM CAMPUS**

Administrators who plan to be away from campus for more than one full day should advise their immediate supervisor. Colleagues should be informed of absences involving multiple days in order to assist in work planning.

## **8. PROFESSIONAL DEVELOPMENT: EXEMPT EMPLOYEES**

Professional development activities for Exempt Employees, and the approval, thereof, will be solely at the discretion of the College. Professional development activities for the President will be approved by the Board of Directors; the President will have final approval of all exempt sabbatical and long term professional development requests. Exempt employees include all employees on the Administrative Salary Schedule as identified in Section 3 of this handbook, including those specifically identified as exempt, confidential, and supervisory employees.

The funded programs for Exempt Employee's professional development are: Sabbaticals (employee off campus), Professional Funding and Support (short term and long term), and Required Professional Development.

The College will contribute \$20,000 annually to the Exempt Professional Development Account to support professional development opportunities. This account is a roll over account with authority to spend from the President. Employee payroll and benefits will continue to be paid by the employee's department for any approved professional development.

### **8.1 Sabbatical Leaves (Approved Paid Leave of Absence – Employee Off Campus)**

The purpose of a Sabbatical Leave, as paid administrative leave, for an exempt employee can be to complete a specific project and/or an advanced education while off campus. Employee's work assignments will be redistributed or the position temporarily replaced. A Sabbatical proposal must meet both of the following outcomes: 1) contribute to the professional expertise of the employee for professional growth and/or meet goals for completion identified in the employee's Annual Evaluation; and 2) support COCC's Strategic Plan.

Sabbaticals can be funded or supplemented by the Exempt Professional Development Account or other available Presidential resources.

#### **8.1 (a) Eligibility (minimum of a full time, 9-month academic contract in one or more positions)**

A Sabbatical leave may be requested by an exempt employee who has been employed full time at COCC for at least five (5) consecutive years on an exempt-type contract (in one or more exempt, confidential or supervisory positions) for a minimum of nine (9) months per academic year. A Sabbatical leave is a privilege and not a right. Eligibility conditions are:

1. 1-4 years of consecutive service on an exempt-type contract: not eligible
2. 5 or greater years of consecutive service on an exempt-type contract: eligible for up to a maximum of 9 months of sabbatical leave with a one-year required return of service.

#### **8.1 (b) Compensation and Benefits**

1. The employee will be paid 100% of his/her regular salary for the approved leave of absence period.
2. Any compensation (e.g., grant funds, payment for consulting, teaching, or working) while on sabbatical must be reported. If the budget reflects compensation in excess of the employee's salary, College support will be reduced to reflect the salary the employee would have received during his/her regular assignment.
3. The employee's health and disability insurance will be maintained and remain in effect in the same manner as an approved paid leave of absence. The employee's portion of health or insurance premiums will be deducted from his/her pay.
4. PERS contributions will continue based on current College policy and subject to the employee's salary while on sabbatical.
5. Vacation and sick leave will continue to accrue in accordance with College policy.

#### **8.1 (c) Process and Approval**

1. To request a Sabbatical Leave, the employee will submit a completed proposal on the Exempt Employee Sabbatical Leave Request Form. Annual deadline is 12/31 of each year for a sabbatical the following year. The request form must be submitted six (6) months prior to the anticipated leave to the President's Office. The Exempt Employee Sabbatical Leave Request Form must be complete with all necessary information to be considered, including a Letter of Support from the employee's immediate supervisor, a Letter of Support from the appropriate executive level unit member, and any budget requests for outside funding or compensation that will need to be considered to support the proposed effort.

2. The President will notify applicants within two months of receipt of the Sabbatical Leave request regarding the outcome of the request.
3. If approved by the President, the proposal will be submitted in the COCC Board packet at the subsequent Board meeting for notification purposes.
4. A memorandum of agreement will be developed between the College and the employee.

#### **8.1 (d) Evaluation**

1. A written summary of activities that directly addresses the original proposed plan of activities will be provided to the employee's supervisor no later than 30 days after the sabbatical.
2. The employee agrees to give an oral report to the College and/or Board after the sabbatical is completed.

#### **8.2 Long Term Professional Development Funding and Support (development extending beyond 1 term – Employee On Campus work schedule)**

The purpose of Long-Term Professional Development for an exempt employee is to encourage employees to participate in ongoing opportunities to grow and learn in a professional capacity. This type of professional development supports an employee furthering their educational degree goals, and/or seeking opportunities to achieve enhanced learning, knowledge and goal attainment related to their professional career. A Long-Term Professional Development opportunity must meet the following outcomes: 1) contribute to the improved learning and/or professional capacity of the employee related to their job responsibilities at COCC and/or meet goals for completion identified in the employee's Annual Evaluation; and 2) support COCC's Strategic Plan.

#### **8.2 (a) Eligibility (minimum of a 0.50 FTE, 9-month academic contract in one or more positions)**

Professional development funding will support exempt employees working .5 FTE or more with at least five (5) consecutive years of service at COCC on an exempt-type contract in one or more exempt positions.

Professional development activities for the President will be approved by the Board of Directors; the President will have final approval of all long term professional development requests.

#### **8.2 (b) Compensation and Benefits**

1. The employee will maintain their employment status and continue to receive their regular salary and benefits.
2. The employee may include a request for a modified work schedule, leave without pay, or use of vacation to meet the requirements of a program or department.
3. If there is a need for reassignment of some of the employee's work assignment, this is coordinated and approved by the employee's supervisor.

#### **8.2 (b.1) Long Term Professional Development Funding**

1. Professional development should be in the best interest of both the College and the employee. Long-term professional development includes funding for activities (specific project and/or continued education).

2. The employee may be granted reimbursement for travel, lodging, books, materials, meals, and tuition up to \$1,200 per term for a 1.0 FTE, prorated for an employee working less than 1.0 FTE but more than .5 FTE.
3. Funding will be provided from the Exempt Professional Development Account or other available Presidential resources.

### **8.2 (c) Process and Approval**

1. To request long term professional development, the employee will submit a completed Exempt Employee Long-Term Professional Development Proposal Form. The request must be submitted at least 30 days prior to the professional development event to the employee's supervisor and appropriate executive level unit member. If there is a requirement for a longer-term absence from work duties, or any reassignment of employee duties, the request must be reviewed with the employee's supervisor and may need to be submitted six (6) months prior to the event to ensure proper coordination. The Exempt Employee Long-Term Professional Development Proposal Form must be complete with all necessary information to be considered, including a statement of support from the employee's immediate supervisor, a statement of support from the appropriate executive level unit member, and any budget requests for outside funding or compensation that will need to be considered to support the proposed effort.
2. Executive level unit member will submit the completed proposal to the President for approval.
3. The President will notify the applicant in a timely manner if the proposal is approved.
4. Employees will need to resubmit a request annually for review if anticipated continuing education extends beyond one year. Prior year summaries or progress reports must be included in any additional requests.

### **8.2 (d) Evaluation**

1. A written summary of activities, or progress report, which directly addresses the original proposed plan of activities will be provided to the employee's supervisor no later than 30 days after the completion of the professional development event or the end of the year in which the activity took place. Note: If activities include multi-year continuing education requests, the employee is expected to provide annual activity progress reports to remain eligible for future opportunities.

### **8.3 Repayment for Sabbatical Leave and Long Term Professional Development**

1. The terms of required service, completion goals, and repayment schedule will be part of the memorandum of agreement for participating in a Sabbatical Leave or Long Term Professional Development activity. The employee is responsible for repayment of salary and benefits, any other compensation, and expenditures paid by the College.
2. The memorandum of agreement shall contain a provision that the amount of the professional development support and/or funding received (or an appropriate share, thereof, based on time served) shall be repaid to the College if the employee does not complete the required term of service due to resignation or involuntary termination.
  - a. Repayment terms will be arranged with Human Resources, Payroll and the employee.

- b. Interest on the unpaid amount will be assessed at the then prime interest rate as per The Wall Street Journal.
3. Death or disability of the employees removes repayment obligations from the employee and his/her estate.
4. If the employee's position is eliminated because of reduction in force or restructuring which eliminates the position, no repayment will be required.
5. If the President determines services of the employee is needed and the employee must return to campus, no repayment will be required.

Repayment Plan for Sabbatical Leave and Long Term Professional Development:

Duration of Leave	Required Service from Employee Upon Return	Repayment to College if Employee leaves COCC employment prior to 12 months
Max. 9 months	12 months	0 to 4 months fulfilled, repay full amount 5 to 9 months fulfilled, repay 50% of amount

#### **8.4 Short-Term Professional Development (10 working days or less)**

The purpose of short-term Professional Development for an exempt employee is the same as Long-Term Professional Development to invest in employee training and development. Short-term professional development is for exempt employees working .5 FTE or more. Professional development should be in the best interest of both the College and the employee. Funding for short-term professional development must be approved prior to spending the funds and is paid from the Department's Professional Travel and Development budget.

1. Short-term professional development includes workshops, trainings, seminars, courses, or conferences with a duration of not more than 10 working days.
2. At least one week prior to the event, employees shall request approval from their supervisor outlining a conference description, dates, and costs. Employees are encouraged to use the Exempt Employee Short-Term Professional Development Proposal and Debrief Form.
3. Budget Administrator, or designee, will determine if the request is approved for funding.

#### **8.5 Required Professional Development**

The College may require professional development for an employee. Required professional development will be funded and/or provided by the College. (Examples: Affirmative Action training, physical plant upgrading, computer technology.) In the event that job duties change, relevant training will be provided and funded at the discretion of the College. No forms are required to be completed for this type of event, except as deemed by the employee's supervisor.

8.5 (a) Supervisor approves training and funding.

8.5 (b) Funding will be provided from the Department Professional Travel and Development Account line item.

8.5 (c) Funding can be used for registrations, travel, lodging, meals, and materials.

8.6 Professional Meetings (State-wide professional groups, i.e. CCWD, Student Success, HR Directors)

8.6 (a) Supervisor approves meeting and funding.

8.6 (b) Funding will be provided from the Department Administrative Travel Account (preferred) or the Department Professional Travel and Development Account.

8.6 (c) Funding can be used for registrations, travel, lodging, meals, and materials

No forms are required to be completed for this type of event, except as deemed by the employee's supervisor.

## **9. ADMINISTRATORS TEACHING FOR COCC**

Approval to teach will be made by the Vice-President for Instruction. Acceptance of a teaching assignment over and beyond the regular administrative assignment, and within a time frame that impacts the primary administrative assignment, will require the concurrence of the immediate supervisor. Teaching assignments that do not impact the primary administrative assignment, e.g. evening, lunch hour, or weekend courses, will not require concurrence of the supervisor. Compensation will be at the established part-time instructor and/or community education rates. In the event that an administrator's primary assignment is adjusted to include teaching responsibilities, no additional compensation will be provided.

## **10. FRINGE BENEFITS: FULL-TIME EXEMPT, CONFIDENTIAL, AND SUPERVISORY EMPLOYEES.**

Exempt, supervisory, and confidential employees shall be eligible for fringe benefits, to include:

Insurance Coverage: Health, Life, Long-Term Disability, Retirees Health Insurance

Annual Vacation Leave

Sick Leave

Holidays

Tuition Reduction

Fringe benefits for exempt, confidential, and supervisory employees shall not be less than the fringe benefits of faculty and/or classified staff members except for annual Vacation leave. With the exception of annual Vacation leave, which is contained in Article 11 (A), (B), (C), details of fringe benefits for full- and part-time employees, are contained in Appendix A of this Handbook. The Office of Human Resources will be responsible for monitoring fringe benefits on an annual basis, preferably on or before July 1. Subsequent changes to fringe benefits will be provided to all exempt, confidential, and supervisory employees.

**Vacation Accrual.** Vacation accrual shall be determined by an employee's length of continuous service with the College since his/her last date of hire provided that employees who begin work prior to the 16th of the month will accrue vacation as though he/she worked the entire month, and that employees

who begin work on the 16th of the month or later will accrue no vacation that month. An employee's continuous service record shall be broken by voluntary resignation, discharge or retirement. If an employee returns to work in any capacity within one (1) year, the break in continuous service shall be removed from his/her record.

A. Vacation Accrual for Exempt and Confidential / Supervisory Employees:

- 0 through end of 72 months (0 through end of year 6) - 10 hours/month worked
- 73 months through end of 120 months (Beginning year 7 through end of year 10) - 12 hours/month worked
- 121 months through end of 168 months (Beginning year 11 through end of year 14) - 14 hours/month worked
- 169+ months (Beginning year 15 and ongoing) - 15 hours/month worked

Note: Classified or faculty members employed by the College prior to July 1, 1994 and promoted to exempt positions will be placed on tier one of the annual leave schedule. **Exempt employees may not utilize annual leave during the first six months of employment.**

B. Use of Annual Vacation Leave. Exempt, confidential/supervisory employees are encouraged and expected to take annual leave by December 31 of the year in which it was earned.

The employee must submit a written request to his/her supervisor by November 15 for an extension (up to twenty hours) beyond December 31, up to August 31 of the following year. The supervisor may grant the extension within the context of adequate staffing to meet College operational needs. Annual leave not used by August 30 of the following year will automatically be forfeited.

Exempt employees may not utilize annual leave during the first six months of employment.

## 11. TERMINATION OF EMPLOYMENT

A. Exempt employees: Upon giving adequate written notice of 30 days of an employee's intent to resign, his/her position at the college, the resigning employee in regular status will be compensated for accumulated vacation at the employees current salary. Appropriate notice must be given for the employee to be listed as "Rehireable".

Unused Annual Vacation leave will be taken prior to termination date or compensated on the employee's final paycheck. Compensation of unused Annual Vacation Leave is limited to twenty (20) days upon an employee's separation. Appropriate notice must be given for the employee to be listed as "Rehireable".

B. Confidential/Supervisory employees: Upon giving adequate written notice (10 working days) of an employee's intent to resign, his/her position at the college, the resigning employee in regular status will be compensated for accumulated vacation at the employees current rate of pay. Compensation of unused annual leave is limited to twenty (20) days. Appropriate notice must be given for the employee to be listed as "Rehireable".

## **12. LEAVE OF ABSENCE**

A. FMLA/OFLA. The parties acknowledge applicability of the federal Family Medical Leave Act (FMLA) and the Oregon Family Leave Act (OFLA) to Exempt, Confidential and supervisory employees as referenced in OAR 839-009-0200. The parties further agree to the following provisions in the administration of the FMLA:

1. Employees must use sick leave or other forms of paid leave to which they are entitled with the approved FMLA/OFLA leave - If the employee is out of leave time, they will go into a Leave without pay status during their protected leave.

2. The FMLA/OFLA employee eligibility is determined at the commencement of the first instance of leave for each qualifying reason in the applicable 12 month period. Verification of FMLA/OFLA leave will follow state and federal guidelines using a rolling back method.

3. During the period of a FMLA/OFLA leave, the employer's insurance contribution toward the health plan will continue at the level and under the conditions coverage would have been provided if the employee had continued to be employed continuously during the leave.

4. The Employer's determination of FMLA/OFLA eligibility may require medical certification that the leave is needed due to an FMLA or OFLA-qualifying condition of the employee or that of a covered member of the family. At the College's expense, a second opinion may be requested.

5. As required under FMLA/OFLA, employees must give 30 days written notice in advance of leave, unless the leave is taken for an emergency. In an emergency, employees must give verbal notice within 24 hours of starting a leave.

B. Court and Jury Duty. Regularly employed full-time staff of Central Oregon Community College shall not have deductions made from their salary for required appearances in court or hearings resulting from a call to jury duty, subpoena, or a request to appear to testify where the staff member is not personally involved in the action as a plaintiff, the defendant, or the object of the investigation. Any remuneration received for such appearances held on a work day, less travel costs, will be endorsed to the College. Any regularly employed full-time staff member excused from appearing in court before the end of the College work day shall make every effort to report to the College for work (ORS 10.090).

C. Unpaid Leaves of Absence (LWOP) for exempt, confidential, and supervisory staff may be granted upon making a written request to the Director of Human Resources with final approval from the President of the College and completing a LWOP form. LWOP for the President may be granted upon making a written request to the Board of Directors. Unpaid leaves of absence will not normally be extended beyond a one-year period. The conditions of approved unpaid leaves shall be specified in a contract between the College and the applicant. Library and bookstore privileges will apply during the period of the leave. Benefits, e.g., sick leave, annual leave, and PERS service time, do not accrue during an unpaid leave, nor does the College contribute to PERS during the unpaid leave. Benefit accrual and contributions to PERS will resume upon the administrator's return from unpaid leave. Insurance benefits will resume on the first of the month following the administrator's unpaid leave. Employees have the option of using accrued annual leave and, in some cases, e.g. parental and Family Medical Leave, accrued sick leave, during the LWOP. Employees may remain under the College insurance program during the unpaid leave by paying the College for the total cost of the insurance premium. Arrangements for insurance coverage must be completed prior to the beginning of the unpaid leave. Note: Exempt, confidential or Supervisory staff utilizing sick leave, annual leave, parental, or Family Medical Leave shall pay health insurance premiums at the rate in effect at the time of their leave, e.g., 10% of the premium.

Employees who do not return from unpaid leave at the time scheduled shall, upon that date, cease to be an employee of the College and shall have no call upon the College of any sort. Employees who wish to extend the period of an unpaid leave shall prepare a written request to the Director of Human Resources with final approval from the President no later than one month prior to the end of the leave period. Granting or not granting such an extension is solely at the discretion of the College. Any of the foregoing may be modified by mutual agreement of the employee and the College. [Also see Procedures Manual, HR 7-2].

D. Abnormal Situations. Pay will be granted in cases where absence is occasioned by inability to reach the place of employment caused by flood, storm, or other acts of nature when, in the judgment of the appropriate supervisor, every reasonable effort shall have been made to anticipate such emergency and to make the necessary arrangements to be available for work.

### **13. PERSONNEL FILES**

A. Access to an employee personnel file shall be limited to the employee involved, administrators of the College who are assigned to review or place material therein, clerical personnel whose duty it is to maintain personnel files, and the Board of Directors acting as a body. Employee personnel files shall be stored in secure surroundings when not in use by those officially designated.

B. Content. Personnel files will include the following:

- Application for employment
- Official transcripts, as required
- Job description
- Evaluations
- Professional development documents
- Other supporting documentation to the position.

Employees may submit a written response to any material in their personnel file. In addition to the personnel file, the Office of Human Resources will maintain a confidential file and a medical file on each employee. The confidential file will include employment and sabbatical contracts and initial hiring information (reference checks, letters, etc.). This information is not available to the employee. Medical information on employees will be maintained in a separate, confidential medical file, in compliance with the Americans With Disabilities Act (ADA). Access to the medical file will be limited as designated by ADA regulations.

C. New Material added to the personnel file must be dated and approved by the appropriate Director of Human Resources or appropriate HR Personnel.

D. Obsolete Materials. Employees may indicate obsolete materials in their personnel file. With the concurrence of the College President, such materials will be sealed in the file. The seal can be removed by the employee or by the President, but the obsolete materials will remain in the file.

E. Copies of File Materials. With the exception of material used in the hiring process (e.g., letters of reference, reference checks), employees may request copies of materials in their file (at employee expense).

**14. CONCERNS PROCEDURE**

Concerns related to the application of the provisions of these guidelines, or other circumstances, may be addressed through the Concerns Procedure. This procedure is contained in the College Procedures Manual, G-10 and G-28 which is available in any COCC office and/or the COCC Library.

**15. EVALUATION OF EXEMPT EMPLOYEES**

The evaluation of exempt employees provides individuals with feedback on performance, objectives for the next year, recognition of excellence and areas for growth. It is expected that employees and supervisors have regular contact and review with respect to performance, unit goals, and perception checks. Administrator evaluations will be conducted on a one- to three-year and/or extraordinary basis. The guideline for evaluation is outlined in Appendix B.

**16. EVALUATION OF CONFIDENTIAL AND SUPERVISORY EMPLOYEES**

All confidential/supervisory employees will be evaluated six months following their date of hire. Future evaluations will take place annually on or before March 30. The evaluation form used for confidential/supervisory employees will be the same as the evaluation form used for classified employees. Based on satisfactory evaluations, confidential/supervisory employees will normally be offered employment subject to the needs of the College or financial exigency. Employees terminated will be discharged only for cause.

**17. NOTICE OF NONRENEWAL AND REASSIGNMENT OF EXEMPT EMPLOYEES**

Exempt employees at Central Oregon Community College serve without tenure and fall into three contract categories: Temporary, Probationary, and Regular.

A. Temporary Appointment. Exempt employees funded by Federal or State Grant money or otherwise on a temporary contract, and who are performing satisfactorily, serve to the end of the contract period and need not be given notice of intention not to reemploy. In the event of financial exigency or unsatisfactory performance in a position, exempt employees on temporary assignments may be released from a contract with two (2) months or sixty (60) days notice.

B. Annual Probationary Appointment. The first three years of a regular exempt appointment shall be of a probationary nature. Notice of intent not to renew probationary appointment for the second year shall be given no later than five (5) months prior to nonrenewal. In the event of financial exigency or unsatisfactory performance during the probationary period, employees on probationary assignments may be released from a contract with four (4) months, or 120 calendar days notice.

C. Regular Appointment. A regular appointment shall be given with the fourth probationary appointment to a position. The regular appointment shall be automatically extended from year to year until the employee resigns, retires, or is given notice of termination or reassignment according to the provisions of this Handbook. When it is in the best interest of the College, a regular

appointment may be granted at any time by the President. The exception to this rule is in Article 21, Faculty Status.

Notice of intent not to renew an employee on a regular appointment shall be provided no later than one (1) year prior to nonrenewal. The notice need not conform to any aspect of the College year. In the event of financial exigency or unsatisfactory performance during the fourth or subsequent years of a regular assignment, notice of non-renewal or intention to release shall be reduced to six (6) months, or 180 calendar days.

#### D. CONTINUING CONTRACTS

Upon the recommendation of the President, administrators who have worked a total of ten years for COCC in an administrative (exempt) position, who are at Grade 26 or above on the Administrative Salary Schedule, and have received satisfactory evaluations, are eligible to receive continuing contracts, not to exceed three fiscal years in duration. The period of the contract may be extended from time to time by a written amendment or addendum to the employment contract. The continuing contract may be terminated by either party by submitting written notification at least ninety (90) days prior to any expiration date or modification date of its desire to modify or terminate such agreement of the parties at any time.

The College shall have the option of offering to terminate the continuing contract without cause. In the event of such termination, the College shall pay to the employee an amount equal to one (1) year of employee salary as severance pay for the termination. The College may terminate continuing contracts for cause at any time by delivering to the employee written notice of termination. No such dismissal for cause shall be effective any less than thirty (30 days) from delivery to the employee. Termination for cause shall negate the employee right to the severance pay option of this Article. [See Article 20, Termination for Cause.]

Issuance of continuing contracts is solely at the discretion of the College and is not grievable.

#### **18. PROBATIONARY PERIOD, NONRENEWAL, AND REASSIGNMENT OF CONFIDENTIAL/SUPERVISORY EMPLOYEES**

A. Probation. The probationary period for a confidential/supervisory employee shall be six months. Prior to the completion of the probationary period, an employee may be discharged without cause and without appeal. Confidential/Supervisory employees who have completed a probationary period and who accept an appointment to another confidential/supervisory position will have a probationary period of three months in the new appointment. At the option of the College, this three-month probationary period may be extended, but not for more than three additional months. If the College extends a probationary period, it will specify, in writing, the areas in which improvement is needed in the employee job performance. During the three-month probationary period or the College-extended extension, an employee may be discharged only for cause.

B. Reassignment. Should the College determine that the confidential/supervisory employee is not suited to the new position, the College will make every effort to transfer the employee to another open position. If no open positions are available, the confidential/supervisory employee will be provided with twenty (20) days notice of termination.

C. Nonrenewal. In the event of financial exigency or unsatisfactory evaluations, the College has the option not to renew the employment of the confidential/supervisory employee, and the employee will be provided with a minimum of thirty (30) days notice of nonrenewal.

**19. TERMINATION FOR CAUSE: EXEMPT, CONFIDENTIAL/SUPERVISORY EMPLOYEES**

Dismissal for cause shall be effective no less than thirty (30) days from the delivery, to the affected employee, of a reasonable statement of the grounds and facts on which the College relies for termination for cause. The College may suspend an employee from his/her duties, with pay, prior to the effective date of such dismissal. Within five (5) days of notification of termination, the affected employee may request a hearing before the Board of Directors by submitting a written request to the Board Chair. The only grounds for a Board hearing are a complaint that due process has not been followed. Such a hearing shall be held not earlier than fifteen (15) days nor more than sixty (60) days from the employee request for a hearing. The hearing shall be conducted in a closed executive session, unless specifically prohibited by Oregon law. During the hearing, the employee may be accompanied by legal counsel and must bear any cost therein involved. Within twenty (20) days after the hearing, the employee shall be provided a written decision of the hearing.

**20. FACULTY STATUS**

A faculty member accepting appointment as an exempt employee will be placed on a probationary contract and will retain faculty status for one year. The faculty member shall be returned to full-time faculty status if the exempt appointment is resigned within a year of the appointment. If the faculty member remains in an exempt position beyond the first year, he/she will be placed on a regular administrative contract in the second year of the appointment and will lose the right to return to faculty status.

**APPENDIX A**

**FRINGE BENEFITS FOR EXEMPT, CONFIDENTIAL, AND SUPERVISORY EMPLOYEES**

1. Fringe Benefits for full-time exempt, confidential, and supervisory employees.

A. Insurance

1. Health Insurance. The College will contribute toward the cost of College-purchased health insurance to a maximum of 90% of the cost of such insurance. The employee will pay the balance.

2. Long-Term Disability. The College will pay the entire cost of long-term disability insurance premiums for full-time employees. Only full-time employees shall be eligible for long-term disability insurance.

3. Life Insurance. The College will provide life insurance coverage equal to the amount of the contracted salary, rounded to the next higher \$1,000, for full-time, regular employees. However, in no case shall the amount of the insurance exceed \$50,000. Employees may purchase additional life insurance in increments of \$10,000.

B. Sick Leave

Pursuant to ORS 327.017, employees shall accrue sick leave at the rate of one day (8 hours) per month employed. Unused sick leave shall accumulate for an unlimited number of days. The College has requested that employees be compensated for accumulated unused sick leave with pay in the form of increased retirement benefits upon service or disability requirement, as per ORS 237.017 (1), as amended by Oregon Laws 1977.

1. Sick Leave Report. All exempt, confidential, and supervisory employees shall notify their immediate supervisors when absent due to personal illness or when any other use of sick leave is anticipated. Exempt, confidential and supervisory employees shall utilize Web Time Entry to report any sick hours in their monthly Employee Leave Report Compensatory time off for partial or single days missed due to illness may be taken in lieu of sick leave.

C. Emergency Leave. Employees shall have available two days of noncumulative emergency leave per year which shall be charged against sick leave. Emergency leave must be reported to the appropriate supervisor as soon as possible.

D. **Bereavement Leave**

- i. **Annual Bereavement Leave**-Employees shall have available up to five (5) paid days of Bereavement Leave in a fiscal year per incidence of death of an immediate family member per COCC definition\*. Any bereavement leave shall run concurrently with state or federal laws.
- ii. **Additional Bereavement Leave and Use of Sick Leave.** Employees will be granted the bereavement leave in alignment with Oregon Family Medical Leave Act (OFLA). Accrued sick and vacation time can be used to cover any bereavement days needed beyond the five (5) paid bereavement day allowance. The Human Resources director in collaboration with the immediate supervisor, may grant extra leave, at his/her discretion for unusual or critical circumstances. The employee may use available sick, vacation, or leave without pay under these circumstances.
- iii. **Bereavement Leave for Non-Immediate Family Members.** Leave granted for other family relationships not listed above may be granted on a case-by-case basis. The granting or denial of additional discretionary leave by the Human Resources director and the immediate supervisor shall not be subject to the grievance procedure under Article 5 of this contract.
- iv. **Bereavement Leave for Part-Time Employees.** Part-time employees shall be granted such leave in a prorated amount based on the same percentage as their FTE.
- v. **Non-Accumulation of Bereavement Leave.** This leave is not cumulative, and may not be used for any reason.

\* Immediate family is defined by COCC as father, mother, brother, sister, wife, husband, children, father-in-law, mother-in-law, brother-in-law, sister-in-law, stepparents, grandparents, grandchildren and any other person who resides with or derives his/her support from the employee, or his or her spouse, regardless of the relationship. Immediate family includes relationships related to the employee through a domestic partner.

E. Military Reserve Leave. Central Oregon Community College shall be in compliance with the provisions of Oregon State statutes.

F. Tuition. Employees of the College, their spouse, and dependents, to the age of 25, shall be allowed to enroll free of tuition costs, but are subject to the following limitations:

- i. The College reserves the right to limit or bar employees from free enrollment in specific classes when limited enrollment might work a hardship on regular College students.
- ii. Enrolling tuition-free in a course shall be permitted only when the number of tuition-paying students justifies the continuation of the class.
- iii. The employee pays laboratory or other fees which are paid by tuition-paying students in the course.
- iv. Employees do not take courses during their working hours unless arrangements are pre-approved by the College to make up the time or the course is job-related and required by the immediate supervisor.

G. Holidays are consistent for all employee groups:

January 1 - New Year's Day

January - Martin Luther King Day

May - Memorial Day

July 4 - Independence Day

September - Friday prior to Labor Day

September - Labor Day

November 11-Veterans Day

November - Thanksgiving

November - Day after Thanksgiving

December - Winter Break\*

\*The five (5) working days that occur during the week in which the College is closed between the fall and winter term will be paid as holidays, including the day observed as Christmas

Weekend Holidays. Whenever a holiday falls on Saturday, the preceding Friday shall be observed as a holiday. Whenever a holiday falls on Sunday, the following Monday shall be observed as a holiday.

Administrative employees working an irregular work week shall receive the same number of holidays as administrative employees working a regular work week.

#### **FRINGE BENEFITS FOR PART-TIME EMPLOYEES**

Part-time employees shall receive prorated benefits as specifically provided by the provisions of this Handbook. With the exception of tuition, which is consistent for all regular employee groups,

employees who work 20 to 29 hours per week will receive benefits prorated at fifty (50) percent. Employees who work 30 to 39 hours per week will receive benefits prorated at seventy-five (75) percent.

A. Major Medical Insurance. The College provides a major medical only insurance plan for part-time employees. The plan has a three-rate structure: single, two-party, and family. The College will pay 90% of the full-time premium for medical insurance, and the employee will pay the remaining 10%. In the event that the portion paid by the College exceeds the premium, the employee will be required to enroll in the insurance plan. Insurance is available for eligible dependents using the premiums established by the insurance carrier and the payment schedule appropriate to the administrator's employment status. Employees choosing not to insure family members must provide the College with a waiver of insurance.

B. Tuition is not prorated. This benefit is consistent with the conditions and provisions provided to full-time employees as described in Appendix A, Article 1 (G).

C. Sick Leave, Holidays, Annual Leave shall be pro-rated at 50% and 75% in accordance with the part-time employment status of the administrator. All other conditions and provisions of sick leave, holidays, and annual leave shall be consistent with those provided to full-time employees. If a holiday falls on a day that the administrator is not regularly scheduled to work, he/she will not receive holiday pay.

### **3. EMPLOYEE LEAVE LAWS**

The College is in compliance with employee leave laws mandated by the State of Oregon and the Federal Government. As a consequence, the College has not established separate policies, with the exception of family medical leave, which will be calculated on a calendar year. Oregon and Federal employee leave laws cover maternity, parental, and family medical leave, which includes leave for an employee's own serious health condition.

By law, information pertaining to Oregon and Federal Employee Leave Laws is posted on bulletin boards in COCC buildings, both on- and off-campus. Requests for Oregon and Federal mandated employee leaves must be submitted in writing within the timelines established by law and will be granted within the guidelines of the individual Oregon and Federal Employee Leave laws. Leave forms and information pertaining to these laws is available through the Office of Human Resources, Room 101, Metolius Hall.

## **APPENDIX B INSTRUCTIONS**

### **ADMINISTRATOR EVALUATION**

Purpose. The administrator evaluation is to create an ongoing systematic process for administrator evaluation and professional growth, incorporating peer review, and providing an official cumulative record of each administrator's performance. Salary increases for administrative staff are tied to satisfactory evaluation.

Administrator evaluations will be conducted on a one to three year and/or extraordinary basis, as follows:

Every Year:

- Administrator prepares annual self-evaluation and report of activities
- Administrator and supervisor meet to review prior year and set short- and long-term goals
- Supervisor writes evaluation summary, adds to administrator's self-evaluation and activities report, and sends to Human Resources by the end of January each year
- Administrator has the option of adding comments in response to the evaluation summary
- Human Resources will withhold the fiscal year salary increase until evaluation materials are received with signatures of supervisor and administrator

Every Third Year:

- Administrator and supervisor meet to decide methods for gathering additional information from staff, clients, and peers
- Groups consulted may include internal/external clients, as well as staff reporting to administrator
- Consultations may include written questionnaires, individual interview, and/or meetings with focus groups
- Administrator and supervisor work together to select two administrator-level reviewers
- Supervisor has final authority to appoint review team members
- Supervisor participates as third member of review team
- Review team meets with administrator to plan evaluation process and goals
- Review team evaluates administrator's performance:
  - reviews annual evaluation files and consultation results
  - discusses performance with administrator in a group setting
  - suggests changes, new goals, areas for development
- Review team meets with administrator to discuss results of evaluation
- Supervisor write summary report for administrator's personnel file, signed by both the supervisor and the administrator

Extraordinary Evaluation: The three-year cycle does not preclude an extraordinary evaluation. Either the supervisor or the administrator may call for the third-year process on an extraordinary basis in any year.