

Northeastern Oklahoma A&M College

STAFF HANDBOOK

NEO A&M College Inclement Weather Policy

1. At times, usually in winter, travel to and from the campus for work will be difficult due to bad weather. In rare instances the administration of the College will make the decision to close all offices except those recognized as necessary to maintain essential services. Employees should make every attempt to get to work within the bounds of their personal safety. IF NO SUCH ANNOUNCEMENT IS MADE, the following leave policy will apply for Administrative / Professional and Classified employees who are absent.

2. Employees may use annual leave, compensatory leave, if available, or leave without pay if there is no leave balance.

3. It is understood that in a very few cases, an employee's illness or dependent's illness may coincide with a bad weather day. If sick leave is claimed by the employee, the administrative department head may require satisfactory proof of illness or disabling injury.

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HISTORY OF THE COLLEGE

Northeastern Oklahoma Agricultural and Mechanical College had its beginning in 1919 when Governor Robertson signed Senate Bill number 225 creating the Miami School of Mines. A special Board of Regents, authorized under House Bill number 552, at once organized the school so that it offered only college work, largely of a scientific nature. After holding classes for a year in the Mining and Exchange Building in Miami, the institution moved into the new building located on the forty acres of land given by interested citizens of Miami. Here it operated as a school of mines until 1924, when during a special session of the legislature, the name of the school was changed to Northeastern Oklahoma Junior College and general collegiate courses were added to the curriculum.

Control of the College remained in the hands of the special Board of Regents until 1939 when Northeastern Oklahoma Junior College and the six teachers' colleges were placed under the Board of Regents for Agricultural and Mechanical Colleges. A two-hundred acre farm was purchased and equipped, agricultural courses were added, and shop buildings were constructed and equipped to carry on the mechanical work. The college is fully accredited by the North Central Association of Colleges and Secondary Schools. It offers the Associate in Arts degree and the Associate in Applied Science degree, as well as numerous one and two-year certificate programs.

The College has shown a steady expansion in services offered to the community and in students taking advantage of its offerings.

EMPLOYMENT POLICIES

A staff employee is defined as a person employed in a capacity other than academic, professional, or administrative and who is not a student employee. Staff employees are engaged in the following eight areas: Cafeteria, Clerical/Secretarial, Custodial Service, Housing/Security, Institutional Support, Learning Resources Center, Maintenance Service, Paraprofessional/Technical.

EQUAL OPPORTUNITY

Northeastern Oklahoma A&M College is an Equal Opportunity Employer and offers a program of Equal Educational Opportunity. It is the policy of Northeastern Oklahoma A&M College to take every available opportunity to ensure that each applicant offered a position at the college has been selected on the basis of qualifications, merit, and professional capability alone, without regard to race, color, creed, religion, sex, national origin, disability, or status as a veteran.

SEXUAL HARASSMENT

GENERAL STATEMENT. Northeastern Oklahoma A&M College explicitly condemns sexual harassment of students, staff, and faculty and will not tolerate such conduct on or off campus. Sexual harassment is unlawful and may subject those who engage in it to College disciplinary sanctions as well as civil and criminal penalties.

Sexual harassment is prohibited in the workplace and in the recruitment, appointment, and advancement of employees. Sexual harassment of students is prohibited in and out of the classroom and in the evaluation of student academic or work performance. The College reserves the authority to independently deal with sexual harassment issues whenever becoming aware of their existence, regardless of whether informal or formal complaints have been lodged by persons complaining of such issues.

Members of the College community holding positions of authority involving the legitimate exercise of power over others have a particular responsibility to be sensitive to that power relationship. Supervisors, in their relationships with students and subordinates, need to be aware of potential conflicts of interest and the possible compromise of their evaluative capacity. Because there is an inherent power difference in these relationships, the potential exists for the less powerful persons to perceive a coercive element in suggestions regarding activities outside those appropriate to the professional relationship. It is the responsibility of staff to behave in such a manner that their words or actions cannot reasonably be perceived as sexually coercive, abusive, or exploitative.

Sexual harassment also can involve relationships among equals such as when repeated advances, demeaning verbal behavior, or offensive physical contact interfere with an individual's ability to work and study productively. The creation or condonation of hostile working environments will not be tolerated and employees at all levels are subject to potential disciplinary action if engaged in such action.

DEFINITIONS. Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of sexual nature constitute sexual harassment when:

1. Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment or academic standing;
2. Submission to or rejection of such conduct by an individual is used as the basis for employment decisions or academic decisions affecting such individual; or
3. Such conduct has the purpose or effect of unreasonably interfering with an individual's work or academic performance or creating an intimidating, hostile, or offensive working or academic environment.

Specific Examples of types of conduct which can, and often do, constitute sexual harassment are included in the more detailed Appendix B to this Handbook.

INFORMATION SOURCES. If a person complaining of sexual harassment does not know who to talk to regarding allegations of sexual harassment, he/she may seek assistance from the Personnel Services/Affirmative Action Officer. If an extraordinary conflict of interest would prevent use of the usual informal or formal review procedures, the person complaining of sexual harassment may request assistance directly from the Office of the President.

PROCEDURES. All persons who believe that they have been subjected to prohibited sexual harassment are encouraged to report such conduct to appropriate College officials. It is not necessary that a person complaining of sexual harassment file a formal complaint in order for the College to evaluate the matter and/or attempt to informally resolve the situation. Persons who believe that they have been subjected to prohibited sexual harassment may seek either informal or formal College evaluation and response to their concerns. However, in order for disciplinary action to be taken against a College employee, it may be necessary for a formal complaint to be filed, and that process may require the person complaining about such behavior to cooperate with College officials on a formal basis.

A detailed recitation of the procedures that will be followed in response to cases of alleged sexual harassment, as well as to other related issues, is set forth in Appendix B to this Handbook.

RECRUITMENT AND HIRING

All staff personnel appointed to positions at the College are selected on the basis of merit and fitness for the positions for which they are recruited and to which they are appointed. Staff positions are filled following the procedures outlined within the current Affirmation Action Plan.

Whenever a vacant position exists for staff, the employing department notifies the personnel section within the Business Office. Vacant staff positions are filled by applicants who have made application for the specific job vacancy.

Staff who desire to be considered for a vacant position must follow the procedure for filing an application for the vacancy.

TYPES OF APPOINTMENTS AND BENEFITS ELIGIBILITY

For benefits eligibility, all staff appointments are grouped into two types, permanent and temporary. Each of these may be either full-time or part-time.

Appointments must be permanent and full-time to be eligible for benefits (e.g. insurance, sick leave, and annual leave). A permanent appointment is defined as one in which the length of appointment is presumed to be six consecutive months or more. Full time is defined as employment at 75% or more of the regularly scheduled work-week. Employees working 75% through 99% of full-time are eligible for sick leave and annual leave benefits on a prorated basis.

Temporary appointments, regardless of the number of hours worked, are those appointments which are for a period of less than six months. Staff members in this category have no benefits eligibility. Temporary and part-time staff members are not eligible for benefits.

PAYROLL AND BENEFITS SIGN-UP

All new employees must report to the Business Office as soon as possible after being hired to sign forms for the payroll. Identification and a valid social security card are required to complete payroll forms. These forms include: the Employee's Withholding Allowance Certificate (Form W-4), Loyalty Oath, Insurance Applications or Declinations, Teachers' Retirement Form, and Immigration Forms. Changes that affect payroll deductions, such as a change in name or the number of dependents, etc., should be reported to the Business Office.

Salaried employees are paid once a month on the last working day of the month. Hourly payroll employees are paid on a bi-weekly basis. Staff employees may choose to pick up their checks or they may sign up in the payroll department for direct deposit of their check.

INTRODUCTORY PERIOD

Employees of the College are considered "at will" employees with no expectation of or property rights to continued employment and may resign or be discharged at any time without cause and without any prior notice. New employees serve an introductory period of employment for 90 days, during which time such employees are carefully supervised and evaluated by their supervisor(s). After 30 days of such introductory employment, employees meet with their supervisor(s) for evaluation to discuss anything that needs to be changed or improved. At the end of the 90- day period supervisors evaluate job performance and make a written recommendation as to continuance of employment and turn in a personnel action report for possible payroll changes.

CONTINUOUS SERVICE

If an employee with at least six (6) months of satisfactory service is terminated due to a reduction in work force (layoff) and is re-employed by the College within six (6) calendar months from the date of termination, such termination will not be considered a break in service.

WORK SCHEDULE

The official workweek of the college shall be from 12:00 o'clock midnight Saturday night until 12:00 midnight the following Saturday night. The normal operating hours for Northeastern Oklahoma A&M College are from 8:00 a.m. to 4:30 p.m. Monday through Friday. However, the work schedule for staff personnel shall be whatever is deemed by the department head (division chair in academic areas) to best meet the operating needs of the department; further, supervisors may call employees in outside normal working hours to meet the needs of the College. All personnel are required to be present on their assigned jobs for the total hours scheduled in the workweek unless absence from duty is authorized by appropriate authority.

REST PERIODS

Each department or division head may allow full-time staff employees one 15-minute rest period during the first half of the workshift and one 15-minute rest period during the second half of the workshift, provided that:

1. The time of absence from the staff employee's work station for a rest period is monitored by the Department Head;
2. Staff personnel may not accumulate unused rest periods;
3. Rest period time will not be authorized for covering a staff employee's late arrival on duty or early departure from duty, or for off-campus personal business; and
4. Any time taken off beyond the stated limits shall be charged to annual leave.

TIME CARDS

All staff personnel are responsible for keeping an accurate record of time worked. The departments that utilize a time clock require all staff employees to clock in on arrival at the job and to clock out on departure from the job. Departments that do not have time clocks require the employee to record on a time card the time of arrival on the job and account for the hours worked in the workday. Institutional Support staff will complete a monthly Administrative/Professional leave report instead of a time card. The arrival and departure times of each employee are to coincide with the normal operating hours of the college (8:00 - 4:30 with time off for lunch) unless otherwise authorized by the supervisor and so verified on the time card.

All time cards must accurately reflect hours worked and are to be verified by the supervisor as to their accuracy. The supervisor files the time cards with the Business Office within the first three working days of each month.

OVERTIME

The employment and work program of each department or division of the College is arranged to eliminate the necessity for overtime work except for emergency situations. However, staff personnel may be expected to work a reasonable period of overtime when specifically requested or authorized by the supervisor. Overtime is calculated on the basis of the official workweek and not on the official workday.

All staff personnel receive compensation by check or warrant, or by release time, at the rate of time and one-half their regular rate for all hours worked in excess of forty (40) hours in a workweek. Personnel whose regularly scheduled workweek is less than forty (40) hours will receive the time and one-half rate only for hours in excess of forty (40). Approved legal holidays shall be deemed the same as hours worked and if the employee

is required to work on a holiday, the time will be considered as overtime (time and one-half) regardless of the hours worked during the workweek.

Compensatory time-off will not be considered as time worked for the purpose of computing overtime for a given workweek (e.g. an employee who takes eight hours of compensatory time early in the workweek and is required to work in excess of 32 hours the remaining part of the week would not be considered as earning overtime; the adjustment would be made in the compensatory time recorded for the week).

The employee's wishes regarding the method of compensation to be used for overtime work (i.e. compensatory time or by check) will be considered. However, the final decision as to the method to be utilized in the payment for overtime worked is at the discretion of the College, subject to applicable law as summarized in Appendix D.

RESIGNATIONS

When a staff employee resigns from employment at the College, the department head should be given as much advance notice as possible in order that satisfactory arrangements for a replacement can be made. At least two (2) weeks' notice is considered as minimal good business practice.

Whenever possible, resignations should be presented to the department in writing with a statement of reasons for the action. Resignations, once submitted, are not rescindable by the employee unless permission is granted by the Vice President supervising the area where the employee has worked.

No staff employee may be absent from duty without authorized leave, except in cases of sickness or emergency. Any staff employee who is absent without authorized leave of absence for three (3) consecutive workdays will be considered to have abandoned their position and may be separated from employment due to such absences. In such cases, the employee's supervisor, with the concurrence of the appropriate Vice President, may permit the employee to return to work if satisfied that the failure to request the leave was justifiable and excusable. Such a resumption of duties also may be conditioned upon suspension or other disciplinary action imposed against the employee.

EMPLOYEE BENEFITS

Staff employees of Northeastern Oklahoma A&M College, depending upon their status, are extended various employee benefits at the time of employment. The purpose of this informational section is to acquaint you with the benefits that are available to permanent full-time staff employees of Northeastern Oklahoma A&M College. Benefits provided to employees of the College are subject to change without prior notice by the Board of Regents, the College administration, or through state or federal law.

IDENTIFICATION CARDS

Full-time employees of Northeastern Oklahoma A&M College are issued a permanent identification card for themselves, their spouse, and each dependent child. In addition to identifying the person as an employee of the College, it also may be used for admission to various college-sponsored functions and athletic events, discounts on purchases at the college bookstore, and use of the college library facilities. Identification cards for members of the employee's family carry the same benefits as the employee's identification card.

GROUP MEDICAL INSURANCE

Comprehensive medical insurance is provided for and premiums paid by the College for staff within the guidelines of the current Master Contract. Employees may purchase, at their expense, medical insurance for their dependents that meet the eligibility requirements of the plan. Booklets explaining the coverage in detail are available in the Business Office.

In the event that a covered employee of Northeastern Oklahoma A&M College, under age 65, becomes totally disabled, the College will continue to pay the medical insurance premiums for the duration of the disability but not to exceed age 65. Upon attaining age 65, the disabled employee will be transferred to the retired status and will be given the opportunity to continue medical coverage as a Medicare supplement. The premium for the Medicare supplement is the sole responsibility of the insured retiree. The College reserves the right to discontinue payment of medical insurance premiums for the disabled employee if a change occurs in his/her disability status or the employee becomes employed elsewhere.

Medical coverage can be continued with the Group for terminated employees or for dependents who would otherwise lose coverage due to a change in family status. The guidelines for maintaining medical coverage after termination is governed by COBRA legislation and details for such are available in the personnel office.

GROUP LIFE INSURANCE

Group term life insurance is provided for the staff at no cost to the employee. The dollar amount is based on the individual annualized salary of each employee at a ratio specified in the Master Contract. Specific details of the current contract for the life insurance program will be provided by the personnel office upon request by the staff employee.

The College will continue to pay the premiums for a term life policy for staff employees who have ten (10) years of continual service at the time of retirement. On the first of the month following retirement the amount of the life policy will be reduced to a minimum amount as specified in the current Master Contract.

Each employee should contact the Business Office prior to retirement or reaching age sixty-five (65) for information regarding coverage and costs.

DEPENDENT LIFE INSURANCE

Staff employees may elect to purchase life insurance for their dependents. The cost of dependent life insurance is one total amount for any number of dependents and is paid by the employee; Spouses can be insured for \$5,000, dependent unmarried children between six (6) months and twenty-one (21) years of age can be insured for \$2,000; and children under six (6) months can be insured for \$1,000. When the spouse reaches age sixty five (65), dependent life insurance on the spouse is terminated.

LONG TERM DISABILITY

Staff are eligible for coverage under Group Disability Income Benefits and will be covered upon submitting an application to and being accepted by the insurance carrier. Each staff participant in the Group Disability Income Benefits program will be given a certificate of insurance which covers the plan provisions in detail.

WORKERS' COMPENSATION

Workers' Compensation provides for compensation to be paid any employee for injuries or disease arising out of and in the course of employment. The cost of providing this coverage for employees is paid entirely by the College. Coverage is automatic and occurs at the time of employment.

Basically, Workers' Compensation consists of coverage for medical, disability, rehabilitation, and death. It is very important when a job-related accident or illness occurs

that the insured reports immediately to the job supervisor so that medical attention can be provided.

UNEMPLOYMENT COMPENSATION

The provisions of the Unemployment Compensation Act apply to all employees of the College. It is the responsibility of the Employment Security Commission to determine the terminated staff member's eligibility for unemployment payments based on the circumstances of the termination.

RETIREMENT

The retirement policy of Northeastern Oklahoma A&M College for staff follows the current state and federal laws with policies approved by the Board of Regents for the Oklahoma A & M College.

SOCIAL SECURITY. Participation in Social Security is required for all employees of the College. Both the College and the employee contribute to Social Security according to the schedule established by law.

OKLAHOMA TEACHERS' RETIREMENT SYSTEM. Staff members may participate in the Teachers' Retirement System (OTRS) provided they are employed 20 or more hours per week and meet the eligibility requirements established by State Statutes. The College pays the employee contributions for staff who are employed a minimum of thirty (30) hours per week. Staff employed at least twenty (20) but less than thirty (30) hours per week may be members of OTRS but must pay the employee contribution by payroll deduction. An employee for whom the College makes the contribution can withdraw from membership only in the event of termination of employment. Withdrawals are made according to the regulations of the Teachers' Retirement System of Oklahoma.

FAMILY MEDICAL LEAVE ACT

The Family Medical and Leave Act of 1993 (FMLA) gives certain job protections to employees in an attempt to equitably balance work responsibilities with the demands of personal illness or serious injury or in caring for certain family members. Appendix C outlines the general provisions of the Act but is not intended to be an exhaustive overview of the Act. Employees who have need for clarification of the Act's many detailed terms should contact the Personnel Services/Affirmative Action Officer for assistance. In the event of future amendment to the Act, such amendments will be deemed to automatically control over any contradictory terms that might be contained in this statement. The

College reserves the right to change its policies regarding FMLA at any time without prior notice.

SICK LEAVE

All full-time staff personnel earn the equivalent of one workday of sick leave for each full calendar month of employment with the college. Sick leave accumulates proportionately for staff personnel employed on a part-time basis provided they are working three-quarter time or more. For staff personnel who are employed less than three-quarter time, no sick leave is earned or accumulated.

Staff personnel who work less than a full pay period due to initial employment, termination, or leave of absence without pay after the first workday of the pay period earn sick leave for the month proportionately based on the time worked. Sick leave accumulates during periods of leave with pay except during terminal vacation.

Sick leave earned during any pay period is credited on the last day of the calendar month. Sick leave accumulates without any upper limit on the number of days of unused sick leave that staff personnel may accrue.

All sick leave usage is to be certified by staff personnel to the supervisor. Falsification of such certification is cause for recommended dismissal with appropriate adjustment in terminal pay. Staff personnel may only use sick leave which has been earned and accrued prior to the date of absence. Sick leave is a benefit designed to assist staff personnel during periods of personal illness or disabling injury and is in no way intended or to be construed as "vacation time." Sick leave shall be authorized only in the event of:

1. Staff employee's illness or personal injury;
2. Staff employee's personal appointment with a doctor, dentist, or other recognized practitioner when it is not possible to arrange such appointment for non-work hours. Such leave is not to exceed the extent of time required to complete such an appointment; or
3. Illness or personal injury of the employee's spouse or minor children which absolutely requires the employee to be present with the family member.

Notification of absence due to personal illness or injury shall be given to the appropriate supervisor by the employee or his representative as soon as possible. Repeated failure to give notification on recurring absences may be considered as cause of dismissal.

The administrative department head may require staff personnel to furnish satisfactory proof of illness or disabling injury in chronic or unusual cases. In addition, the department head may require staff employees to furnish medical certification that they are

physically or mentally fit to return or to continue working. In such cases, satisfactory proof shall be by submission of medical certification from any licensed practitioner.

Sick leave will be granted to staff personnel who become ill or suffer a disabling injury while on annual leave, provided that such illness or disabling injury is verified by medical certification from a licensed practitioner.

Staff personnel who terminate their employment from the College may have their sick leave accumulation transferred to their permanent personnel file. This accumulated sick leave may be available for transfer to a future employer that is part of Oklahoma State Government. Accumulated sick leave available for transfer may be transferred upon request, provided such request is made within two calendar years of the separation date. In the event re-employment with the College occurs within the two year period, the prior sick leave accumulation will be reinstated upon completion of nine (9) months of service. Although unused accumulated sick leave may be transferred and/or reinstated, no payment is made for accumulated sick leave under any circumstances.

LEAVE FOR BIRTH, ADOPTION, OR PLACEMENT OF CHILD FOR FOSTER CARE

Leave for the birth of a child or placement of a child for adoption or foster care is handled in the same manner as ordinary sick leave or as required under the FMLA. After utilizing accumulated compensatory, sick, and annual leave, staff can request unpaid FMLA leave.

LEAVE OF ABSENCE WITHOUT PAY

Leave of absence without pay, separate from leave under FMLA, may be granted employees based upon individual consideration. This is a privilege, not a right, granted at the discretion of the department head and approved by the President. Employees are urged to contact the Business Office prior to the beginning of any leave of absence without pay in order to avoid the possibility of loss of benefits. Employees are also encouraged to refer to Appendix C for an outline of the general provisions of FMLA.

ANNUAL LEAVE (Vacation)

All full-time staff personnel earn annual leave as shown in the table on the following page.

<u>YEARS OF NEO SERVICE</u>	<u>BI-WEEKLY PAY PERIOD</u>	<u>MONTHLY PAY PERIOD</u>
Up through 5 years	3.077 hrs. per pay period	.83 days per calendar mo.--10 workdays a year
6 through 10 years	3.692 hrs. per pay period	1 day per calendar mo.-12 workdays per year
11 or more years	4.615 hrs. per pay period	1.25 days per calendar mo. - 15 workdays per year

Annual leave accumulates proportionately for staff personnel employed three-quarter time or more. For staff personnel employed less than three-quarter time no annual leave is earned.

Annual leave earned during any pay period will be credited to staff personnel on the last day of the pay period. In no event may an employee accrue more than the prorated number of days based on the appointment period and the approved accumulation schedule. Employees who work less than a full pay period will earn a proportionate amount of annual leave.

Annual leave is scheduled with the approval of the department head and may be taken after three (3) months of continuous service. Annual leave may not be taken before it is earned. Staff personnel who resign or who are terminated from employment prior to the completion of three (3) months of continuous service will not be granted annual leave.

Annual leave may not be authorized prior to the time it is earned and credited to staff personnel and may only be used with the approval of the proper authority within the department or division. Upon reasonable notice, a department or division head may request any staff employee to use a portion of his/her accrued annual leave for vacation purposes at anytime this is deemed advisable.

Annual leave continues to accumulate at the normal rate during periods of leave of absence with pay except during terminal vacation.

Staff personnel with three (3) months of satisfactory, continuous, and creditable service who separate from college service for any reason will be paid for unused annual leave in the earliest regular pay period after the date of separation. Such payment will be made at the employee's current rate of pay. In case of the death of a staff employee, payment for the unused annual leave at the time of death will be made to the staff employee's beneficiary, estate, or as otherwise provided by law. Such payments will be made at the rate of pay at the time of death.

Leave accumulation may not exceed a maximum of possible leave earned in two years. Whenever the leave balance equals two years' accumulation, no further leave will be earned until the balance drops below the maximum accumulation level.

In no case will staff personnel receive payment for accrued terminal annual leave in excess of leave that may be accumulated over a two-year period.

FUNERAL LEAVE

Upon request, staff personnel may be granted up to three (3) days funeral leave with pay on the death of a member of the immediate family. For the purpose of this policy, the immediate family is defined as the father, mother, brother, sister, husband, wife, son, daughter, grandparent, grandchild, legal guardian or corresponding step or in-law relationships.

In some cases of death in the immediate family, the three (3) days of funeral leave may not be sufficient. In such cases, additional compassionate leave may be granted upon the request of the staff employee and the approval of the department head. In the case of death of a relative not in the immediate family, compassionate leave may be granted upon the request of the staff employee and the approval of the appropriate department head. Any such additional leave is chargeable, to the extent available, in the following order: compensatory leave, annual leave, or sick leave.

MILITARY LEAVE

Employees who are members of the Reserve Components (the Army and Air National Guard and the Army, Navy, Air Force, Marine Corps, and Coast Guard Reserves) or any other component of the Armed Forces of the United States, when ordered by proper authority to active or inactive duty or service, are entitled to a leave of absence for the period of such service without loss of status or seniority. During the first twenty (20) regularly scheduled work days of such leave of absence in any federal fiscal year, such employees will receive their full regular pay.

Employees who are members of the Reserve Components (the Army and Air National Guard and the Army, Navy, Air Force, Marine Corps, and Coast Guard Reserves) or any other component of the Armed Forces of the United States, when ordered or volunteering for active duty in time of national emergency, will be granted leave without pay and other employment protection as governed by applicable federal law.

If you have occasion for military leave, you should submit your request for military leave with pay, in writing, to your supervisor with an attached copy of your military order to duty, except in cases of emergency calls to duty.

JURY DUTY

Staff employees called to serve as a member of a jury panel or subpoenaed as a witness will be granted administrative leave with pay. State law provides that state employees may not keep witness and mileage fees if compensated while they serve as a witness for the State.

Administrative leave with pay will not be granted for court attendance when a staff employee is the defendant or is engaged in personal litigation, unless such actions are the result of an act performed by the employee as part of his/her official duties as an employee of the College.

HOLIDAY SCHEDULE

The following holidays are observed by the College:

NEW YEAR'S (2 days)
MEMORIAL DAY
INDEPENDENCE DAY
LABOR DAY
THANKSGIVING; FRIDAY AFTER THANKSGIVING
CHRISTMAS (3 days).

Staff personnel on approved leave of absence with pay during periods when legal College holidays occur will not have the day of holiday charged against their accrued leave.

No holiday with pay is granted when it immediately precedes the first day of employment, is surrounded by a leave without pay, is the first or last day of absence without pay, or occurs during or immediately following terminal vacation.

Holidays with pay are granted at the proportionate rate for staff personnel employed three-quarter time or more. Holiday pay is based on the average number of hours an employee is scheduled to work in the workweek in which the holiday occurs.

STAFF ENROLLMENT IN COLLEGE CLASSES

The College recognizes the need for advanced education and encourages employees to attain such credentials. However, regular absence from regularly assigned duties for purposes of class attendance requires the approval of the immediate supervisor. Documentation of the request, including work schedule changes, must be provided to the appropriate Vice President or Dean for approval with final approval by the President of the College.

A full-time staff employee may enroll at a reduced tuition rate of fifty (50) percent in classes up to six (6) credit hours per semester. Fees are the responsibility of the employee and payment is due at the time of enrollment.

REDUCED FEES FOR DEPENDENTS

The Dependent Fee Waiver is intended to benefit full-time employees at Northeastern Oklahoma A&M College. Students, full-time or part-time, who are dependents of either current full-time employees or retirees of Northeastern Oklahoma A&M College may be eligible for a waiver of in-state tuition.

Fees are the responsibility of the student and payment is due at the time of enrollment. The student must meet certain requirements including holding a high school diploma or a GED equivalent; and the student must maintain satisfactory academic progress to continue receiving the waiver. The College reserves the right to amend its policies regarding fee waivers.

CREDIT UNIONS

Employees of the College who are members of the Tulsa Teachers Credit Union may have amounts deducted from their paycheck and forwarded to the Credit Union. All employees of the college may join the Tulsa Teachers Credit Union. The Credit Union provides service for both a savings plan and making loans to its members. Payments and contributions to the Credit Union require the employee's signed authorization.

TAX-SHELTERED ANNUITIES

The current Internal Revenue Code provides that an employee of a college or university may voluntarily elect to receive a reduced salary and have an annuity contract purchased in his or her name in the amount equal to the salary reduction. Both the federal income tax and the Oklahoma state income tax are deferred on such annuities until such time as annuity income begins or the money is withdrawn from the annuity.

IRS CODE SECTION 125 FLEXIBLE BENEFIT

Employees may "cafeteria" the benefits available to them and have those benefits deducted before payroll taxes are calculated. Employees must sign an election form for each plan year.

RECREATIONAL FACILITIES

Athletic events, theatrical productions, musical events, etc. are available to the employees of the College and their families at a minimum or no cost.

Use of the facilities of the college gymnasium, including the swimming pool, are available to employees at no cost at specified scheduled times. Available times are posted in the foyer of the gymnasium.

COLLEGE BOOKSTORE

Books, supplies and other items may be purchased at the College Bookstore by employees of the College at a discount.

PARKING

Staff employees of the College are provided convenient parking lots. A current parking decal is required to be displayed on each automobile in order to park on the campus. The parking decal may be secured from Campus Safety for a minimal cost payable in the Business Office. All vehicles must be registered with the Campus Safety Traffic Department.

All personnel are expected to abide by the regulations issued by the Traffic Department governing automobiles on campus.

LIBRARY FACILITIES

All permanent employees of the College and their spouses and dependent children are welcome to use the complete facilities of the Learning Resources Center. Presentation of the identification card will be required in order to check out library material.

EMPLOYEE MEAL TICKETS

Employee meal tickets for the cafeteria are available at a discounted price in the Business Office.



Appendix A



APPENDIX A

GRIEVANCES AND APPEALS PROCEDURES FOR STAFF

INTRODUCTION

Whenever there is interaction between two or more people, there is the potential for misunderstanding and difference of opinion. These misunderstandings and differences cannot always be resolved without outside assistance. This policy is intended to provide an avenue for the resolution of differences and misunderstandings between supervisors and staff regarding qualified disputes. These policies and procedures statements are applicable to all staff employed by Northeastern Oklahoma A&M College. It is the policy of Northeastern Oklahoma A & M College that all full-time and part-time members of the staff who have a bona fide grievance as defined in this policy that cannot be resolved informally may request the formation of a Grievance Committee, which shall conduct an examination of the issues and make recommendations for review by the appropriate Vice President or other senior administrator reporting directly to the President.

Staff who state their written interest in filing a complaint or grievance shall be given copies of this policy pertaining to the disposition of such complaints and grievances upon request. The Personnel Services/Affirmative Action Officer will provide the copies.

DEFINITIONS

1. Complaint: A complaint is a timely informal expression of dissatisfaction with particular aspects of employment outside the control of the staff member.
2. Grievance: A grievance is a timely and written complaint filed by a staff employee, with regard to good faith assertion of substantial administrative error relating to appointment, reappointment, disciplinary actions, dismissal, retirement or safety in working conditions. Excluded from the grievance definition are complaints concerning wages and salary judgments, performance-related dismissal during a formal probationary period of employment, and College statements concerning policies and rules.
3. Discrimination: A complainant or grievant must state whether he or she believes that discrimination due to race, color, national origin, sex, age, or qualified disability or veteran's status is involved.

HEARING PROCEDURES

1. In an attempt to resolve complaints in a timely manner, all complaints should be considered and, if possible, resolved at the lowest administrative level starting with the immediate supervisor. If the complaint is not resolved at that point, the employee must discuss the point(s) of dissatisfaction with the appropriate administrator at each level of administrative jurisdiction through the level of the Vice President/Dean of Student Services.
2. If informal discussion between the employee and the supervisor(s) does not resolve the issue, the employee has the option to submit a formal written request to the Personnel Services/Affirmative Action Officer requesting that a Grievance Review Board be formed to consider the grievance and supporting evidence. The written request must be made within ten (10) work days from the end of informal discussion.
 - a. A written request for a review by a grievance committee will not be processed unless it contains all of the following information:
 - (1) A clear and detailed statement of the grievances along with a statement describing the specific supporting evidence;
 - (2) The specific remedial action or relief sought with the reasons why such action is warranted;
 - (3) A brief summary of the results of the previous discussions of the issues involved;
 - (4) A statement that illegal discrimination is, or is not, alleged; and
 - (5) The statement must be signed by the employee.
 - b. Forms for use in preparing a written grievance may be obtained from the Personnel Services/Affirmative Action Officer. Procedural assistance in the preparation of the form may be requested from such official.
3. Within fifteen (15) work days after receipt of a qualified written request for the formation of a Grievance Review Board, the Personnel Services/Affirmative Action Officer shall cause the selection of the Board by random choice from computerized listings of College staff. Both the employee filing the grievance and the supervisor responding to the grievance shall be notified of the time and place for the selection, and each shall have the right to be present.
 - a. Nine Board members shall be chosen. One member shall be selected from the administrative staff of the College. One member shall be selected from the faculty of the College. The remaining seven members shall be randomly selected from the staff of the College, one from each of seven areas of the staff association, the eighth area (that of the employee) being excluded. Five members, randomly

selected from the seven, will actively serve on the Grievance Board, the remaining two members will serve as alternates. The alternates will be expected to attend all hearings of the Grievance Board but will not be involved in the recommendations of the Board unless a serious illness, necessary absence, or extreme hardship of a staff Board member occurs during the course of the grievance hearing. At least one staff member shall be of the same gender as the employee. If the employee is a member of a racial minority, at least one staff member shall be a member of a racial minority (it is not necessary that the member be of the same racial minority as the employee). No member of the Grievance Review Board may be employed in the same departmental unit as the employee or supervised by the responding supervisor.

- b. The employee and the responding supervisor shall each be allowed to challenge one selection for the Grievance Review Board without showing cause (peremptory challenge). Such challenge shall be made at the time of the selection of the member.
 - c. Both parties shall also have the right to challenge all other random selections by showing cause. Such challenges may be made either at the time of selection or at any time prior to the convening of the hearing conducted to review the employee's grievance. The Personnel Services/Affirmative Action Officer shall rule on the validity of all permissible challenges for cause, such as bias, prejudice, member of same unit as a party, etc.
 - d. All persons selected for membership on the Grievance Review Board shall be expected to serve except in cases of illness, necessary absence from the campus, prior service on a Grievance Review Board in the current or immediately preceding calendar year, or other extreme hardship. The Personnel Services/Affirmative Action Officer shall decide whether a chosen person should be excused from service and may replace such a member by the same procedure used for the original selection.
 - e. In the event of serious illness, necessary absence, or extreme hardship of a Board member during the course of a grievance hearing, the Personnel Services/Affirmative Action Officer may, at his or her option, or at the request of either the employee or the responding supervisor, select a replacement for that unavailable Grievance Review Board member by using the same procedure that was used for the original selection. In the event that a Grievance Review Board member is replaced during the course of the hearing, the successor shall review the record of the proceedings to become familiar with the positions of the parties and with their evidence previously submitted to the Board.
4. The members of the Grievance Review Board shall select a Chair from their group. The Personnel Services/Affirmative Action Officer shall serve as a nonvoting advisor

to the Committee, except when such official is a party to the grievance. In such an event, the College President shall appoint an alternate to serve as the advisor.

- a. The Personnel Services/Affirmative Action Officer shall exercise reasonable discretion in attempting to schedule a hearing to be convened at the earliest convenient time and date that all affected parties can be in attendance. Such date shall not exceed ten (10) work days with a possible extension of five (5) work days if necessary.
- b. The Personnel Services/Affirmative Action Officer shall advise the grievance Review Board as to the nature of the charge and the procedures for grievance review in order to promote fairness and equity for all persons involved. The Personnel Services/Affirmative Action Officer shall remain neutral in the matter at all times, and may serve as a resource person on procedural questions upon request of the employee, the responding supervisor, or both.
- c. The Personnel Services/Affirmative Action Officer shall be responsible for obtaining a hearing room, and shall notify all appropriate parties of the time, date, and place of all hearings. Attendance at the hearing shall be limited to persons who have an official connection with the case as determined by the Chair. The employee and the responding supervisor may choose to be accompanied at the hearings by either an advisor, colleague, friend, or legal counsel. Such person may not be someone who is contemplated to be a witness in the hearing. Others whose participation in the hearing is considered essential in order to assist the Board in establishing the facts in the case shall appear before the Board only long enough to give statements and to answer questions from the employee, responding supervisor, or Board members.
- d. The Chair shall set forth the rules of procedure for the hearing in general accordance with the guidelines below. The Chair may, for good cause and with occurrence of a majority of the Committee, authorize minor deviation from the guidelines or format. In cases of deviation, the principal parties shall be notified of the deviation.
 - (1) The employee shall be heard first in all phases of the grievance hearing(s) and shall be primarily responsible for the presentation of the evidence supporting the grievance.
 - (2) Counsel or a representative may advise the principals but shall not be permitted to participate directly in the proceedings, testify, or question witnesses except as noted in subsection 9 below.
 - (3) A reasonable time limit should be established for opening and closing statements, and shall be announced prior to, or at the time of, the beginning

of the hearing. Both parties may make opening statements to the Board to acquaint it with the issues to be presented and an overview of the evidence to be presented. Closing statements should review the evidence actually presented to the Board, together with logical arguments for the party's position.

- (4) The length of hearing sessions may be established in advance, and every effort shall be made to conduct the hearing session as expeditiously as possible, with fairness to both parties and attending witnesses.
 - (5) The principal parties shall provide the Chair with the name of potential witnesses at least 48 hours in advance of the first hearing session. These persons will be notified of the hearing session by the employee or by the responding supervisor, and the witnesses shall be scheduled as close to the time of call as possible to avoid undue waiting. The College has no power to compel attendance by employees desired to be called as witnesses. Therefore, the principal parties are responsible for contacting and arranging for attendance of their own witnesses in all cases.
 - (6) The parties shall develop their positions through witnesses and documents. Witnesses may be cross-examined. Rebuttal evidence is permitted. Additional witnesses may be called by the Board if they regard such evidence as probably relevant to the case. Either party may also request additional witnesses be permitted to appear before the Board. The Board has the discretion to permit such an appearance, if no undue prejudice to the other party would result.
 - (7) All testimony pertaining to the grievance hearing shall be held in confidence by all parties and should not be discussed with others unless there is a compelling official need.
 - (8) Only evidence relevant to the grievance may be introduced. The question of relevance shall be decided by the Chair of the Board.
 - (9) In cases of termination of employment of a staff member, the College recognizes the seriousness of such action and intends that, if legal counsel is retained by the grievant, the utilization of counsel shall include opportunity for counsel to participate directly in all appropriate portions of the hearing, including the presentation of the grievant's case to the Board. The responding supervisor may also be represented by legal counsel with the same opportunities for participation.
- e. In order to have a record of the proceedings, a confidential tape recording of the grievance hearing(s) shall be made. Copies of such tape recording may be made

accessible to members of the Grievance Board, to the appropriate Vice President/Dean of Student Services, to the President, and to the members of the Board of Regents. The employee may obtain a copy of such tape recordings on request and by paying for the cost of reproduction.

At the conclusion of all hearing sessions, and after the final report of the Grievance Board is submitted, the confidential tapes and all other relevant material will be sealed and preserved by the Personnel Services/Affirmative Action Officer. These materials shall be destroyed after five (5) years unless one or both parties submit a written reasonable request to the Personnel Services/Affirmative Action Officer to preserve them for a longer period of time.

- f. At any point in the grievance proceedings prior to the time at which the Grievance Review Board has issued its final report in the case, the employee may withdraw any portion or all of the grievance with the permission of the Grievance Review Board. In all cases of withdrawal, the employee shall not have the privilege of re-opening the same grievance at any time in the future.
- g. At the conclusion of the final hearing session the Grievance Review Board shall establish a date, time and place to go into closed session for the purpose of deliberating the evidence, and Board findings and recommendations in the case. Attendance at the closed sessions shall be limited to Board members unless a recalled witness is to be present, in which case both parties to the grievance shall be notified and may attend.
 - (1) The Grievance Review Board shall issue a written report in which it will state its findings and advisory recommendations for resolving the case.
 - (2) The report of the Board will include a summary of the testimony and evidence that was presented, and the evidence upon which the findings of fact were based shall be specifically cited.
 - (3) The report of the Board shall contain:
 - (a) A statement of the purpose of the hearing.
 - (b) The issues considered.
 - (c) The findings of fact.
 - (d) Recommendation(s) for disposition of the grievance.
- h. The Grievance Review Board shall submit its report to the Personnel Services/Affirmative Action Officer. The report will be forwarded to the appropriate Vice President/Dean of Student Services. The Personnel Services/Affirmative Action Officer will provide copies of the report to the employee, the responding supervisor, and to all members of the Grievance review Board. The

Personnel Services/Affirmative Action Officer will keep a copy in a permanent file.

REVIEW AND FINAL DECISION

1. The report of the Grievance Review Board shall be promptly reviewed by the appropriate Vice President/Dean of Student Services. The Vice President/Dean of Student Services may return the report to the Grievance Review Board for clarification purposes, either because he or she is not certain as the recommendations of the Board or where the Board has failed to submit a report containing all information required in section g(3), above. The Vice President/Dean of Student Services shall then make a decision regarding the matter, normally within ten (10) work days from receipt of the advisory recommendations of the Grievance Review Board, and shall forward that decision to the President, both parties to the grievance, and to the Chair of the Grievance Review Board.
2. The action of the Vice President/Dean of Student Services shall be reviewed by the President of the College prior to its implementation. The full report from the Grievance Review Board shall be made available for the President's review. Unless otherwise previously effective, the decision of the Vice President/Dean of Student Services will be implemented after the review and the concurrence of the President. Such review should normally be completed within ten (10) working days after receipt of the Vice President/Dean of Student Services' decision. The decision of the Vice President/Dean of Student Services, after Presidential review and approval, will be considered final and binding.
3. The Vice President/Dean of Student Services will communicate the final decision in the case to the Chair of the Grievance Review Board, to the employee, to the responding supervisor, and to the Personnel Services/Affirmative Action Officer.



Appendix B



APPENDIX B

SEXUAL HARASSMENT

GENERAL STATEMENT

Northeastern Oklahoma A&M College explicitly condemns sexual harassment of students, staff, and faculty and will not tolerate such conduct on or off campus. Sexual harassment is unlawful and may subject those who engage in it to College disciplinary sanctions as well as civil and criminal penalties.

Sexual harassment is prohibited in the workplace and in the recruitment, appointment, and advancement of employees. Sexual harassment of students is prohibited in and out of the classroom and in the evaluation of student academic or work performance. The College reserves the authority to independently deal with sexual harassment issues whenever becoming aware of their existence, regardless of whether informal or formal complaints have been lodged by persons complaining of such issues.

Members of the College community holding positions of authority involving the legitimate exercise of power over others have a particular responsibility to be sensitive to that power relationship. Supervisors, in their relationships with students and subordinates, need to be aware of potential conflicts of interest and the possible compromise of their evaluative capacity. Because there is an inherent power difference in these relationships, the potential exists for the less powerful persons to perceive a coercive element in suggestions regarding activities outside those appropriate to the professional relationship. It is responsibility of staff to behave in such a manner that their words or actions cannot reasonably be perceived as sexually coercive, abusive, or exploitative.

Sexual harassment also can involve relationships among equals such as when repeated advances, demeaning verbal behavior, or offensive physical contact interfere with an individual's ability to work and study productively. The creation or condonation of hostile working environments will not be tolerated and employees at all levels are subject to potential disciplinary action if engaged in such actions.

DEFINITIONS

Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of sexual nature constitute sexual harassment when:

1. Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment or academic standing;
2. Submission to or rejection of such conduct by an individual is used as the basis for employment decisions or academic decisions affecting such individual; or
3. Such conduct has the purpose or effect of unreasonably interfering with an individual's work or academic performance or creating an intimidating, hostile, or offensive working or academic environment.

EXAMPLES

It is not possible to exhaustively list all examples of conduct which can constitute sexual harassment. The following list of examples of conduct prohibited by this policy statement is intended to aid in the understanding of this area. Conduct prohibited by this policy statement may include, but is not limited to:

1. VERBAL CONDUCT

Unwelcome sexual flirtation, advances or propositions for sexual activity. Asking about someone else's personal social or sexual life or about their sexual fantasies, preferences, or history may constitute sexual harassment. Discussing your own personal sexual fantasies, preferences, or history or repeatedly asking for a date from a person who is not interested may also constitute sexual harassment.

Continued or repeated verbal abuse of a sexual nature. Suggestive comments and sexually explicit jokes, or turning discussions at work to sexual topics may constitute sexual harassment. Making offensive sounds such as smacking or licking lips, making kissing sounds, or "wolf whistles" may constitute sexual harassment.

Sexually offensive or degrading language used to describe an individual or remarks of a sexual nature to describe a person's body or clothing. Calling a person a "hunk," "doll," "babe," "sugar," or "honey," or similar descriptive terms may constitute sexual harassment if the person being so described is offended by such terms or if others hearing the references are offended.

Stating, indicating, or implying in any manner that benefits will be gained or lost based on response to sexual advances. Such conduct is sexual harassment and will result in severe administrative response.

2. NON-VERBAL

Displaying sexually demeaning or offensive objects and pictures. Nude or semi-nude photographs and drawings, or computer software is very likely to be viewed as sexual harassment.

Staring at someone, blocking another person's path or otherwise restricting their movements. Such acts, particularly when in conjunction with other acts or comments, may be viewed as sexual harassment. Invading a person's personal body space, such as by standing closer than appropriate or necessary for the work being done may similarly constitute sexual harassment.

Bringing physical items to work which express sexually offensive comments regarding men or women. Messages of this nature such as might be contained on coffee mugs, hats, or tee shirts may be offensive and be viewed as sexual harassment.

Making sexual gestures with hands or body movements. Looking a person up and down in a suggestive or intimidating manner may also constitute sexual harassment.

Letters, gifts, or materials of a sexual nature. Such attention may not be appreciated in the manner intended, may be offensive to the subject of the attention, and may constitute sexual harassment.

3. PHYSICAL

Offensive physical contact. Possible problem areas include: Massaging a person's neck or shoulders; touching a person's clothing, hair, or body; hugging, kissing, patting, or stroking a person's body; touching or rubbing oneself in a sexual manner around or in the view of another person; brushing up against another person; tearing, pulling, or yanking a person's clothing may all constitute sexual harassment.

Sexual assault, coerced sexual intercourse or other sexual contact.

RETALIATION AND COMPLAINTS WITHOUT REASONABLE BASIS

Just as the College is sensitive to the problems that are associated with sexual harassment, it also understands the serious and far reaching ramifications that complaints of sexual harassment can have on the personal and professional lives of employees who are accused of engaging in activities constituting sexual harassment.

APPENDIX C

FAMILY MEDICAL LEAVE ACT

GENERAL STATEMENT

The Family Medical and Leave Act of 1993 (FMLA) gives certain job protections to employees in an attempt to equitably balance work responsibilities with the demands of personal illness or serious injury or in caring for certain family members. This statement outlines for employee information the general provisions of the Act but is not intended to be an exhaustive overview of the Act. Employees who have need for clarification of the Act's many detailed terms should contact the Personnel Services/Affirmative Action Officer for assistance. In the event of future amendment to the Act, such amendments will be deemed to automatically control over any contradictory terms that might be contained in this statement. The College reserves the right to change its policies regarding FMLA at any time without prior notice.

SCOPE OF COVERAGE

The FMLA generally provides that certain qualified employees of the College are entitled to receive up to 12 weeks of leave without pay in any twelve month period in order to care for the birth of a child or placement of a child for adoption or foster care, to care for a spouse, parent, or child with a serious health condition, or because of an employee's own serious health condition that makes the employee unable to perform his or her job. An employee's personal coverage in the College group health plan will continue under the same conditions that existed prior to the FMLA leave. Employee medical coverage will be paid for by the College during FMLA leave periods if the employee is enrolled in medical coverage at the time that FMLA leave is requested. Employee life and all optional benefits regularly paid for by the employee will be paid for by the employee while on leave. Dependent coverage of existing benefits would continue to be paid for by the employee as under normal circumstances. If an employee taking FMLA leave desires to change insurance coverage during the FMLA leave period, he/she should cancel insurance coverage and then recontact the Personnel Services/Affirmative Action Officer on return to work for assistance in reinstating coverage.

Upon return to work, an employee who has qualified for such leave will be restored to his/her original or equivalent position with equivalent pay, benefits, and other employment terms unless the employee's job assignment has been terminated for budgetary reasons or as a result of the job guarantee being denied due to the employee's "key employee" status

APPENDIX D

FAIR LABOR STANDARDS ACT AND OVERTIME

It is the policy of Northeastern Oklahoma A&M College to fully comply with the overtime provisions of the Fair Labor Standards Act (FLSA) and its regulations. This includes, but is not limited to, the earning of and payment for overtime, establishment of the official workweek, and record keeping. The Office of Personnel Services shall post, where appropriate, information about the FLSA and a copy of this policy to inform covered employees.

DEFINITIONS

1. **EXEMPT.** The position meets the FLSA tests for exemption from the overtime provisions of the Act, and compensation for overtime is not required. Generally speaking, exempt positions are faculty, administrative and professional employees, certain farm and recreations workers, student professional and temporary professional employees.
2. **NON-EXEMPT.** The positions does not meet the FLSA test for exemption from the overtime provisions of the Act, and the employee must be compensated for overtime. Generally speaking, non-exempt positions are those in the staff pay plan (except for certain farm and recreation workers) and non-professional student or temporary appointments.
3. **OVERTIME.** Hours worked in excess of 40 in a workweek. Compensation for overtime hours is 1 1/2 times the employee's regular pay rate. This base rate (which is multiplied by 1 1/2 to get the premium rate per hour) may be affected by special situations such as standby pay.
4. **WORKWEEK.** A regular, recurring period of 168 consecutive hours.
5. **PAY PERIOD.** The period of time covered in a paycheck. For employees on the wage budget a pay period is two weeks. For employees on the salary budget a pay period is one month.

GENERAL PROVISIONS

The employment and work program of each department of the College should be managed so that the necessity for overtime work is reduced to a minimum, except for emergency situations. It is intended, however, that non-exempt employees should be expected to work a reasonable period of overtime when conditions warrant the scheduling of overtime. Notice to employees scheduled to work overtime will be given by the supervisor as early as possible. Employment by the College for all employees is expected to be the primary employment of such employees and if requested to do so, all College employees will work such overtime as requested of them, regardless of the impact that such requests might have on secondary employment relationships by the employees.

Provisions of the FLSA place a liability upon the College for the payment of a premium for all hours that an employee not specifically exempt from overtime payment is either requested or permitted to work in excess of the statutory limitations. Therefore, under no circumstances may a non-exempt employee perform work of any nature for the College at his or her normally assigned work station, or anywhere else on College premises, in excess of the normal work schedule, unless such overtime work has been specifically authorized by the supervisor.

The official workweek of the College shall be from 12:00 midnight Saturday until 12:00 midnight the following Saturday. Any variance from the official workweek must be requested in writing and approved by the President of the College or his designated representative. Such approved variances shall be kept on file in the Office of the Personnel Services.

Overtime shall be calculated on the basis of the official workweek and not on the official workday.

PROCEDURES

Overtime Payment

A. Non-exempt

1. Non-exempt personnel shall receive compensation by check or warrant or by released time at the rate of time and one-half their regular rate for all hours worked in excess of 40 hours in any workweek. Each workweek shall stand alone and may not be averaged.
2. Payment for overtime by check or warrant should be made within the same pay period, if possible, or no later than the pay period following the one in

which the overtime hours were worked. Payment may be later if the hours have first been accumulated for compensatory time.

3. If compensation for overtime worked is paid in released time at the premium rate, such released time (compensatory time) will be given according to the following:
 - a. The maximum compensatory time which may be accrued by any affected employee shall be 480 hours for those engaged in public safety, emergency response, or seasonal activity, and 240 hours for all other non-exempt employees. The maximum is not an annual accumulation and is not a one-time accumulation. Once the maximum is accumulated, and then time is used, the amount may build to the maximum again, possibly several times in the duration of the employee's employment relationship with the College. Holiday hours worked and straight-time compensatory time, as distinct from hours worked over 40, are not counted in the 480 hours or 240 hours.
 - b. An employee whose current accrual is the maximum number of compensatory hours shall be paid overtime compensation by check for any additional overtime hours of work, according to the procedure above.
 - c. The use of accumulated compensatory time will be permitted within a reasonable time period after the employee requests the time, when it will not be disruptive to department operations. Upon reasonable notice, a supervisor may direct an employee to use a portion of the accrued compensatory time, at any time that this is deemed advisable by the supervisor.
 - d. At termination of employment, payment for accrued FLSA compensatory time shall be calculated at the average regular rate of the employee's pay for the final three years of employment, or the final regular rate received by the employee, whichever is higher.
 - e. When an affected employee transfers to a non-exempt position in another department, accumulated compensatory time may be transferred to the new department, taken as time off before the effective date of the transfer paid by check, or a combination of these options. The employee's wishes will be considered. However, the decision will also be based on the budgets and operational needs of the two departments involved, and the ultimate decision resides with the College. If the decision is to pay by check for part or all of the accumulated compensatory time, the rate shall be calculated as in (d) above.