Personnel Rules & Regulations Manual



Palau Community College

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Palau Community College Personnel Rules & Regulations

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PURPOSE AND SCOPE

1.0 The purpose of this Manual is to provide uniform, consistent, and effective rules and regulations and system of personnel administration for PCC coherent with applicable Palau Statutes and U.S Federal Laws.

1.1 Coverage:

The policies, rules and regulations contained-herein shall apply to all positions and employees of the Palau Community College (PCC) except the following positions:

- a. Members of the Board of Trustees
- b. President of the College and
- c. Students

The provisions of this manual are not meant to expand or limit the jurisdiction of that governing board, whose authority is provided by Treaty. To the extent that this Manual can be applied to such employees consistent with the provisions of the Treaty, it should be so applied.

- 1.2 <u>Guiding Principles</u>: The following are the guiding principles which PCC should apply in the implementation of the Personnel System:
 - 1.2.1 Recruiting, selecting and advancing employees on the basis of relative abilities, knowledge, and skills including open consideration of qualified applicants for initial appointment;
 - 1.2.2 Providing equitable and adequate compensation;
 - 1.2.3 Training employees as needed to ensure high quality performance;
 - 1.2.4 Retaining employees on the basis of adequacy of their performance and releasing employees whose inadequate performance cannot be corrected;
 - 1.2.5 Ensuring high quality management/employee relations, and
 - 1.2.6 Adopting and adhering to the policy of "equal opportunity" and non-discrimination in the formulation and adoption of institutional policies including, but not limited to: rules and regulations for its governance; for the administration of the college; and for the purposes of carrying out all other duties, powers, and responsibilities heretofore and hereinafter conferred to it.

1.2.6.1 Palau Community College is an equal opportunity employer and does not discriminate on the basis of race, color, national origin, ethnicity, sexual orientation, gender identity, religion, sex, age, disability, in the administration of its programs and services.

1.3 General Code of Conduct for All Employees

- 1.3.1 All employees of the College shall conduct themselves with integrity and professionalism and act in ethical manner in all dealings with public, clients, employer, employees, and fellow colleagues.
- 1.3.2 All employees of the college shall act with competence and should strive to maintain and improve their competence and that of others in the profession.
- 1.3.3 All PCC employees shall exercise with proper care, due diligence and independent professional judgment in the conduct of their duties and responsibilities (Board Policy).
- 1.3.4 Faculty Academic Freedom and Responsibilities: Academic freedom and academic responsibility are inseparable. Academic freedom is the right of the instructor in the instructor's area of expertise to teach, conduct research, and to communicate one's knowledge to the academic community openly, honestly, and without interference. Academic responsibility is the acceptance on the part of the instructor to undertake teaching, research and communications in such a manner as to bring credit to the college, profession, and the community.
- 1.3.5 Academic Freedom

The Palau Community College and the College of Micronesia Land Grant support and protect the principle of academic freedom for each faculty member. The principle of academic freedom is guaranteed to all contributing faculty members acting within the scope and terms of their employment.

The principle of academic freedom asserts that all faculty members are entitled to freedom within their classroom to discuss their field of expertise, to conduct research in their field of special competence; and to publish the results of their research. The College recognizes that when faculty members speak and write on their own time and as private individuals outside of their College assignments, duties, and responsibilities, they will be absolutely free from censorship from the College by any administrator and/or the Board of Trustees or any form of College retaliation affecting their employment status, such as discipline or dismissal.

1.3.6 <u>Faculty Members' Responsible for Maintaining Acceptable</u> <u>Professional and Ethical Standard as a Component of</u> <u>Academic Freedom.</u>

Faculty members, when speaking, writing, or acting as private individuals, are responsible for taking all proper and reasonable precaution to ensure that their acts, statements, or speech cannot be construed in any manner as representing the College and/or COM.

The protection of the principle of academic freedom requires that all faculty members be accountable and responsible for maintaining their professional standards of both scholarship and instruction in their field of expertise. When teaching controversial material all faculty members are responsible for objectively articulating differing opinions. Faculty members are also responsible for not introducing into their instruction controversial matter which has no relationship to the subject materials being presented.

1.3.7 Faculty Research

Faculty members who are engaged in research as part or all of their College assignments are responsible for adhering to appropriate legal, professional and ethical standards. Faculty members who are employed by, contracted by, or funded by an external agency to the College, e.g., special grants, are responsible for following the direction of their supervisor and/or principal investigator in conducting their research and in fulfilling the terms of their contract and/or grant.

While conducting authorized College research, the principle of academic freedom does not imply that a faculty member's research methods, findings and conclusions and over-all scholarship are not subject to critical review and judgment by others.

GOVERNANCE

2.0 Governance

The purpose of this section is to explain the responsibilities of the Board of Trustees, the President and other administrators as they apply to the operation of Palau Community College.

2.1 <u>Sole Authority</u>: The Board of Trustees of Palau Community College is the sole governing and policy-making body for the College.

The Board's policies shall be administered by and through the President. All policies of the Board shall be administered uniformly, unless otherwise specifically exempted by the Board for reasons it deems justifiable.

- 2.2 <u>Areas of Responsibility</u>: The Board of Trustees shall adopt institutional policies pertaining to the following:
 - 2.2.1 Programs of study
 - 2.2.2 Courses of Instruction
 - 2.2.3 Requirements for and issuance of certificates, diplomas, credits and degrees.
 - 2.2.4 Adoption of personnel rules and regulations.
 - 2.2.5 Expenditure and disposition of funds, subject to the purpose or purposes stipulated in the Higher Education Act of 1993 (RPPL4-2) appropriating said funds and other applicable laws.
 - 2.2.6 Soliciting, receiving and using gifts of any kind whatsoever subject to limitations imposed by pertinent laws governing the College.
 - 2.2.7 Other policy matters falling within the jurisdiction of the Board under RPPL 4-2.
- 2.3 <u>Appointing Authority</u>: The Board is the sole hiring authority for the following positions within the College.
 - 2.3.1 The President
 - 2.3.2 Other staff positions specifically identified by the Board as to be hired by the Board.
 - 2.3.3 The President is delegated by the Board as the appointing authority for personnel.
 - 2.3.4 A Policy Review Committee is hereby

established with seven (7) members from within the college by appointment of PCC President. The Director of HR shall be one of the seven members and shall serve as the Chairperson.

- 2.3.5 The Policy Review Committee shall:
 - Help ensure that personnel policies processes are adhered to; and
 - b. Review and assess the effectiveness of the personnel policies and processes; and
 - c. Review and revise the Personnel Rules and Regulations Manual on a regular basis of at least every four (4) years.
- 2.4 Authority of President:
 - 2.4.1 Approve, select, appoint and terminate the employees of the college.
 - 2.4.2 Other policy matters falling within the jurisdiction of the President under Higher Education Act of 1993 (RPPL 4-2).
- 2.5 <u>Human Resources Director:</u> The Human Resources Director shall serve as the personnel officer for PCC and all of its component jurisdictions under the direction of Vice President of Administration and the President. The Human Resources Director's responsibility includes the assignments listed in this subsection:
 - 2.5.1 Advise VP of Administration and the President on all staff personnel requirements and all personnel administration programs;
 - 2.5.2 Establish and maintain records of all personnel within PCC;
 - 2.5.3 Maintain a college-wide position classification system, compensation plan and employee benefits program;
 - 2.5.4 Review personnel matters to ensure compliance with all Board policies and for operational effectiveness;
 - 2.5.5 Carry out such other personnel administrative activities as are necessary to assure a college-wide and merit-based personnel program.

ADMINISTRATION

- 3.0 **Administration**: The purpose of this section is to explain responsibilities for the various campus operations.
- 3.1 <u>Component of Administration</u> Each component within PCC shall be administered by an official assigned by the President.
- 3.2 Guidelines for Administration

Each administrator shall abide by the "Equal Opportunity" and non-discrimination guidelines adopted by the Board and comply with the guidelines as found in the Treaty among the governments of the Federated States of Micronesia, the Republic of the Marshall Islands, and the Republic of Palau.

- 3.3 <u>Authority of President Regarding Guidelines</u> In the absence of policy guidelines, the President has authority to act upon consultation with the Chairman of the Board or Vice Chairman in his absence. Such action shall be guided by the best interest of the College and shall be subject to review by the Board at its next regular meeting following the date of said action. Higher Education Act of 1993 (RPPL 4-2).
- 3.4 Procedure for Actions Outside Guidelines

Action taken outside the Board policy guidelines shall be reported to the Board. The report shall include the description of the circumstances requiring action, type of action taken, date of action, parties involved, and justification for action chosen. The report shall include, where appropriate, a proposed policy relating to the action in question for Board review and consideration.

POSITIONS AND CLASSES OF POSITIONS

- 4.0 <u>Position and Classes of Positions:</u> The purpose of this section is to authorize the creation of the various positions and classes of positions within the PCC system.
- 4.1 <u>Manner of Creation of Positions:</u> The Board, upon recommendation of the President, may create positions or classes of positions, which are necessary for the efficient performance of the duties and functions of PCC.
- 4.2 <u>Position Classification:</u> The creation of classes or classes of positions shall include the following:
 - 4.2.1 The title of class of position;

- 4.2.2 Pay level and salary range;
- 4.2.3 Nature of work of the class of position;
- 4.2.4 Illustrative examples of the duties of the class of position;
- 4.2.5 Desirable knowledge, skills and abilities;
- 4.2.6 Minimum educational qualifications and experience requirements.
- 4.3 <u>Class Specification</u> The information listed in 4.2 above shall constitute the class specification.
- 4.4 <u>Periodic Review of Classification of Positions</u> The Human Resources Director and President of the College shall conduct an on-going review of the positions within PCC and make appropriate recommendations to the Board of Trustees, at least once every two years.

KINDS OF POSITIONS AND APPOINTMENTS

- 5.0 <u>Kinds of Positions and Appointments</u> The purpose of this section is to explain the various kinds of positions and appointments.
- 5.1 <u>Identification</u>: All positions maintained in the records of the College shall be identified as permanent or temporary in accordance with the action of the Board establishing said positions.
- 5.2 <u>Permanent Positions</u>: All positions established by the Board that are of a continuing nature, identified by the Board as permanent positions, and whose salaries are assigned per annum rates.
- 5.3 <u>Temporary Positions</u>: Temporary positions are positions established by the Board which are clearly of a non-continuing nature, identified by the Board as temporary and whose salaries are assigned hourly rates. Temporary positions include the following:
 - 5.3.1 Positions which do not last more than the academic or budget year;
 - 5.3.2 Positions which are seasonal in nature;
 - 5.3.3 Positions which are part-time and/or intermittent in nature;
 - 5.3.4 Position(s) which are appointed under section 5.6

"Trustees Professor".

- 5.4 <u>Permanent Appointments</u>: For purposes of these rules, an employee is said to hold a permanent appointment if the position to which appointed is a permanent position and if the employee satisfactorily completes his/her probationary period. Until the employee has completed the probationary period, his/her employment status with the College is probationary appointment.
- 5.5 <u>Limited Term Appointment</u>: Limited-term appointment may be made to fill a temporary position or a temporary vacancy in a permanent position. An employee appointed on a limited-term basis to fill a temporary vacancy in a permanent position shall receive normal employment benefits. Upon approval of the President, the college may extend benefits to limited-term employees whose contract is for one year. Contracts less than one year may not be eligible for college benefits.

Unless authorized by the President. The conditions set forth below shall govern limited-term appointments.

- 5.5.1 Limited-term appointment is for a specified duration of up to one year. However, the College may extend the contract beyond one year depending on College needs and if deemed in the best interest of the College. In such cases, the College will inform the employee at least fourteen days prior to the extension of the contract.
- 5.5.2 An employee on a limited-term appointment may have his/her employment terminated at any time prior to the end of the contract period upon notice in writing from the appointing authority at least fourteen days prior to termination.
- 5.5.3 A limited-term appointment is deemed terminated at the expiration of the contract period regardless of whether or not the appointing authority institutes termination action.
- 5.5.4 Appointments made on a limited-term basis shall be governed by the College's employment policies under Rule 6.0.
- 5.5.6 A person on the eligibility list who accepted limitedterm appointment shall, upon termination of the limited-term, be entitled to reinstatement to his/her former position; be placed on the same pay level and step occupied at the time prior to the limited-term appointment; and be granted all employment benefits of permanent appointments.

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- 5.6 <u>Honorary Professor</u>: The Board may create a committee comprised of faculty to review and advise the President, V.P. of Education & Training and faculty representatives on criteria for considering and appointing distinguished persons to a "Trustees Professor" faculty position.
 - 5.6.1 A <u>"Honorary Professor"</u> position shall be classified as permanent. Except as otherwise stated in this section, all policies, regulations, and rules that apply to a person appointed to regular full-time position shall apply to a Trustees Professor.
 - 5.6.2 The <u>"Honorary Professor"</u> position shall be limited to no more than one position at any given time.
- 5.7 <u>Emergency Appointment</u>: An emergency appointment may be made to fill a vacant position in the absence of an appropriate eligible list and pending the establishment of said list. The person must meet minimum qualification requirements for the vacant position. An emergency appointment must be terminated no later than 30 days after a list of eligible has been established. In no event shall an emergency appoint exceed 90 days

EMPLOYMENT

- 6.0 <u>Employment</u> The purpose of this section is to provide a framework for the orderly hiring of employees for the various staff designations.
- 6.1 Policies
 - 6.1.1 All personnel recruitment and all rules and regulations governing personnel in PCC shall adhere to the Board's policy on "Equal Opportunity" and nondiscrimination on the basis of race, color, religion, age, sex, national origin or other non-merit factors. Equal employment opportunities shall be provided to all applicants and employees.
 - 6.1.2 The President and all College administrators shall engage in affirmative action programs to assure equal opportunity in employment and non-discrimination in all College programs and activities.
 - 6.1.3 recruitment requirements All personnel shall be announced through notice of position vacancies published and distributed throughout the components of the College. Positive efforts shall be taken to assure that vacancy announcements reach all segments of the population in order to assure equal opportunity for all citizens.

- 6.1.4 The Human Resources Director along with the hiring department shall have the responsibility to evaluate the fitness of applicants for service in the College by competitive methods.
- 6.1.5 Evaluations may be held for all initial appointments and promotions shall be job-related in nature designed to reveal the capacity of the applicant to successfully perform the duties of the position for which the individual is applying.
- 6.1.6 The evaluation may consist, in various combinations as appropriate to the position or class of positions, (a) practical written examination, (b) performance test and/or work sample, (c) oral examination (interview), (d) rating of training and experience, (e) background and reference inquiry, and (f) physical examination.
- 6.1.7 All eligible applicants shall be placed on respective eligible lists. All selections shall be made from eligible lists established for the respective position or classes of positions.
- 6.1.8 Selection of eligible applicants shall be accomplished consistent with the merit principles of recruitment and selection based on ability, knowledge, attitude and skills.
- 6.1.9 No person shall be appointed to, employed in, or paid for, service in the College until that position has been duly established and allocated to its proper class and salary by the Board.
- 6.1.10 Statement of Accuracy: The following must be incorporated on all job applications and signed by the applicant:

I certify that all answers given by me are true, accurate and complete. I understand that the falsification, misrepresentation or omission of fact on this application (or any other accompanying documents) will be cause for denial of employment, regardless of when or how it was discovered.

I further authorize investigation of all statements contained in this application (or any other accompanying documents)as may be necessary in arriving at an employment decision. In the event of employment, I understand that false or misleading information given in my application or

6.2 Employment Process:

6.2.1 A prospective employee list: A prospective employee list is a compilation of eligible applicants who submitted an employment application for a specific are prospects who vacancy; or submitted an application. This employment list is valid for 90 days, but the Human Resource Department or other hiring department can choose to revisit old application packets for recruiting purposes past the expiration date. Application packets that are not selected may be shredded after 90 days.

> New Employee Selection Process: When eligible applicants have been identified, Human Resources and the hiring department will set an interview date. All interviews are to include at least one representative of Human Resources and at least one representative from the hiring department. When eligible applicants have been interviewed, the hiring department will submit a recommendation letter to the college President. This letter will recommend an action which is to be approved, denied, or other direction as provided by the President.

6.2.2 Promotions: All promotions are to be recommended by department heads in a recommendation letter addressed to the college president for approval. Promotions will be based on education level, merit evaluation(s), and years of service in the college. Department heads must make clear why.

6.3 Probationary Period & Status

- 6.3.1 Except for the special probationary provisions granted under Rule 7.0 herein to those personnel of the College hired prior to the adoption of these rules, every new employee hired hereafter shall serve a probationary period as follows:
 - 6.3.1.1 The duration of the first year of the initial contract for all personnel.
 - 6.3.1.2 Employees who have worked under limited-term appointments within the College shall be allowed to count a maximum of 12 months experience towards the probationary period when given permanent status in the same position.

- 6.3.2 Any employee who is promoted or transferred shall serve a probationary period of twelve months in the new (promoted/transferred)position.
- 6.3.3 An employee serving a probationary period will be evaluated twice within the probationary period. The second evaluation report will be made no later than one month prior to the expiration of the probationary period. Such reports shall recommend continuance of the employee in the service of the College, or dismissal from service.
- 6.3.4 If the new employee fails to render satisfactory service during the period of probation, the employee may be dismissed by the appointing authority for reasons given to the employee in writing. Dismissal while serving the initial probationary period is not subject to appeal unless the employee alleges that dismissal was based on Equal Employment Opportunity related matters or other non-merit factors.
- 6.3.5 If a promoted employee fails to render satisfactory service during the probationary period, the employee shall be served notice of the unsatisfactory performance and of intent to remove him/her from the position.
- 6.3.6 A employee on probation, who took a leave of absence with or without pay shall have the probationary period extended by the number of days taken with or without pay.
- 6.3.7 An employee who satisfactorily completes his probationary period shall be considered as having attained permanent status in the service of the College.

6.4 Staff Designation

- 6.4.1 Human Resources, in partnership with appropriate departments, divisions, and programs, shall adopt job descriptions for all positions.
 - 6.4.1.1 <u>Management</u>: All administrators are on duty on administrative workdays (days College is open) for 12 months. Work assignment is in administration and other comparable professional duties.
 - 6.4.1.2 <u>Academic</u>: Teaching staff contracts and salaries are for 12 months and a ten-month academic year. The hours of work are to be arranged by the Vice

President of Education and Training and shall be allocated to instructional assignment and at least five hours per week of posted office hours for students. The unassigned hours will be spent in preparing for class, advising students, engaging in committee work, and undertaking other comparable professional duties.

- 6.4.2 <u>Classified Staff</u>: Human Resources, in partnership with appropriate departments, divisions, and programs, shall adopt job descriptions for all positions. The work designations should reflect the highest standards and deal only with duties inherent in the position classification. All employees regardless of classification will be designated 40 hours per week.
 - 6.4.2.1 Classified personnel are on duty on days the College is open in the college year (12 months).
 - 6.4.2.2 The 40 hours per week are assigned to the performance of regular service and other comparable duties.

EMPLOYMENT CONTRACT

7.0 **Employment Contract**

The purpose of this section is to explain the nature and types of contracts used by PCC.

- 7.1 <u>Definition of Contract</u>: There are two types of contracts that may be entered into by the College under its Personnel Rules and Regulations. These contracts are defined below.
 - 7.1.1 <u>Employment Contract</u>: This is a contract of employment where the employee receives appointment to a position and where an employer-employee relationship exists between the College and the individual employee. The employee herein and the conditions of employment are governed by these Personnel Rules and Regulations.
 - 7.1.2 <u>Personal Service Contract</u>: This is a contract for personal services between the College and the person or party in the contract. The contract is the sole document constituting the entire agreement between the parties and which contains all terms and conditions of the agreement. A personal services contract is subject to the following conditions and limitations:
 - 7.1.2.1 Services to be performed are of an emergency, short-term work, nature, which does not lend itself to regular employment. And as such, the College is unable to provide qualified employees

under the personnel merit system.

- 7.1.2.2 Part-time professional and/or specialist services not obtainable through the personnel merit system.
- 7.1.2.3 Expert consultation services which are not presently available within the College, where full-time employment is not needed or practical, or where the need is intermittent or for a short period of time.
- 7.1.2.4 A personal service contract shall not be used as a substitute for hiring employees under the personnel merit system.
- 7.2 <u>Initial/Renewal Employment Contracts</u>: The following conditions govern the initial implementation and renewal of employment contracts. The first year of the initial contract shall serve as the probationary period.
 - 7.2.1 <u>New Employees</u>: All new full-time employees, not contracted under limited-term contracts with PCC, shall be offered an initial contract of two years. Thereafter, such employees shall be offered a renewal contract not less than four years.
 - 7.2.2 <u>Renewal Contract</u>: Unless expressly stated in the employment contract to the contrary, or if contract/position is not subject to financial or program constraints, all employees of the College shall be entitled to have their contracts renewed subject to evaluation by the College.
 - 7.2.3 Contract Renewals in regards to Retirees: In the event the college needs to retain or create contracts for upcoming or currently retired individuals, the college must abide with all ROP laws.

COMPENSATION POLICIES AND PRACTICES

8.0 Compensation Policies and Practices

The purpose of this section is to explain the compensation policies and practices that apply to employees of PCC.

- 8.1 Policy
 - 8.1.1 The President and Board of Trustees will consider the below job related factors in developing and establishing position and employee compensation policy, regulations, practices, and guidelines:

- 8.1.2 Kind of knowledge required for satisfactory performance on the job, i.e., knowledge refers to job skills or mental development acquired through experience and training.
- 8.1.3 Degree of complexity of thinking required for satisfactory performance on the job, i.e., complexity refers to the difficulty and variety of problem solving associated with the job.
- 8.1.4 Kind of accountability, i.e., accountability refers to the degree of supervision received and the degree of control over other employees including student workers. Accountability includes the positions assigned level of impact on the organization and the degree of responsibility for financial and/or physical resources.
- 8.1.5 Kind of working conditions, i.e., working conditions are the extent and frequency of adverse, difficult or strenuous working environment and physical demands placed on incumbents in the position.

8.2 Periodic Review of Compensation Plans

The President and Human Resources Director shall periodically conduct necessary and appropriate study of pay rates and pay practices within Palau and the geographic area from which employees are normally recruited and make recommendations to the Board of Trustees. The review will be made on an "as needed" basis or as directed by the Board of Trustees. It is anticipated that a compensation and classification plan will have a minimum life of five (5) years before a major review is needed.

8.3 <u>Administrative Delays in Granting Eligible Salary Increments:</u> <u>All Salary Schedules:</u>

Should granting of an employee's salary increment be delayed beyond its effective date due solely to administrative reasons, the salary increment shall be made retroactive to the effective date.

- 8.4 <u>Regular Full-Time Faculty Compensation Plan: Faculty Salary</u> <u>Schedule [Exhibit A]</u>
 - 8.4.1 Salary Placement Upon Initial Appointment [Pay Level & Increment]:

- a. A faculty member's pay level placement on the Faculty Salary Schedule shall be in accordance with the placement criteria in effect on the date of employment. [See Faculty Salary Schedule for academic rank designations, 8.4.5, and 8.4.6].
- b. A faculty member's increment advancement shall be based on meeting the following conditions (Section 8.4.1 b-d): 1 step shall be granted for each year of previous full-time teaching at an accredited institution of higher education and one step each 2 years of full-time teaching at an accredited high school or in a work related field, and one step each 4 years in an elementary/middle school.
- c. Counselors and librarians may substitute previously paid full-time related work experience for teaching experience; 1 step each 2 years of work experience [8.4.1 (a), or
- d. All eligible previous teaching and/or related work experience used for initial salary placement shall be verified prior to granting any step placement beyond step 1. The verification of employment shall be confirmed by the Human Resource Office. The College reserves the right to make the final determination in interpreting what is "related work experience".
- 8.4.2 Advancement on the Faculty Salary Schedule: After the initial placement on the salary schedule, the faculty member shall advance one step (e.g., from step 3 to step 4) on the schedule every two years when the conditions below are met:
 - a. The faculty member was in paid service at least 80% of the days during his/her work calendar for the previous year prior to his/her anniversary date. [See 8.4.4 for definition of work calendar.] All paid leaves shall be considered as time in paid service for purposes of step advancement. The faculty member has received a numerical rating of at least 3 on the current performance evaluation scale for the immediate past year.
 - b. The maximum step for the pay level has not been reached.
 - c. As approved by the Board, subject to availability

of funds.

- 8.4.3 <u>Advancement in Pay Levels</u>: Faculty members who complete the additional educational requirements for pay level advancements, shall upon verification by official transcript(s)sent directly to the designated administrative office, be placed on the appropriate pay level effective on the faculty member's next anniversary date.
- 8.4.4 <u>Faculty Member's Work Calendar</u>: Faculty members shall be required to work the following annual calendar/service days:
 - a. Instructors: 210 Service Days Calendar
 [10 Months]
 [80%=168 Minimum Service
 Days required for salary step advancement,
 Section 8.4.2(b)]
- * A Service Days Calendar is the total number of days within a year (Annual academic calendar period for instructional faculty and the fiscal year for non-instructional faculty members) which the faculty is required to provide service. The provisions of Personnel Manual Section 9.3 Vacation Leave does not apply to faculty members.

regular assigned days per week, are NOT counted as service days.

8.4.5 <u>Faculty Salary Schedule Placement Criteria:</u> The following criteria of pay level definitions are used to designate pay level placement for New Faculty:

Pay Level Class Definitions

- I. Earned Associate degree in the technical education teaching area or related field from an accredited institution and recognized national or international accrediting body AND two (2) years of full-time equivalent related work experience OR high school graduate or equivalent AND six (6) years of full-time equivalent related work experience. Exceptions to the above minimum requirements may be made with the approval of Vice President of Education & Training and the President. Technical Education Instructors Only.
- II. Earned Bachelor's degree in the teaching area or related field from an accredited institution.

Earned Associate's degree in the technical education teaching area or related field from an accredited institution AND four (4) years of full-time equivalent related work experience OR high school graduate or equivalent AND twelve (12) years of full-time equivalent related work experience. Technical Education Instructors Only.

III. Earned Bachelor's degree in the teaching area or related field from an accredited institution AND fifteen (15) upper division or graduate semester units earned after the degree.

OR

OR

Earned Associate degree in the technical education teaching area or related field from an accredited institution AND six (6) years of fulltime equivalent related work experience. Technical Education Instructors Only.

IV. Earned Bachelor's degree in the teaching area or related field from an accredited institution and thirty (30) upper division or graduate semester units earned beyond Bachelor's degree.

OR

Earned Associate degree in the technical education teaching area or related field from an accredited institution AND twelve (12) years of full-time equivalent related work experience. Technical Education Instructors Only.

V. Earned Master's degree in the teaching or related field from an accredited institution.

OR

Earned Bachelor's degree in the technical education teaching area or related field from an accredited institution AND two (2) years of fulltime equivalent teaching experience of four (4) years of full-time equivalent related occupational work experience. Technical Education Instructors Only.

VI. Earned Master's degree in the teaching area or

related field from an accredited institution AND thirty (30) upper division or graduate semester units earned beyond the Master's degree.

OR

Earned Bachelor's degree in the technical education teaching area or related field from an accredited institution AND four (4) years of full-time equivalent teaching experience and six (6) years of full-time equivalent related work experience. Technical Education Instructors Only.

VII. Earned Doctorate degree from an accredited United States institution or foreign equivalent. Degrees earned in institutions outside the United States may be considered as equivalent IF such degrees are recognized by an independent third party certifying organization (i.e. World Education Services)

At least one of the years of related work experience must be within the last three years. Teaching experience is not considered related work experience.

- 8.4.6 Designation of Academic Ranks: The rank titles include: Assistant Instructor, Instructor, Assistant Professor, Associate Professor and Professor. Academic rank identifies faculty members as higher education professionals in contrast to government workers. The following criteria are used to designate academic rank:
 - a. Academic rank shall be given only to members of the regular full-time faculty, i.e., Assistant Instructor, instructors, counselors, librarians and researchers based on previous education/training and related work experience.
 - b. There shall be no limit on the number of faculty members who can hold a given academic rank.
 - c. Designation of academic rank shall be determined by education and years of service criteria.
 - d. The rank of Professor shall be reserved for those eligible faculty members who have obtained the Master's degree or equivalent level and have provided satisfactory service to PCC for a designated period. At least 12 years of full-

time college or university teaching in the rank of associate professor or higher, 2 years of which must be at PCC for those being promoted from the associate rank [PL V or higher].

8.4.7 List of Non-Instructors on the Faculty Salary Schedule:

8.4.7.1 EXTENSION AGENTS

- a. <u>Extension Agent</u> Associate degree from an accredited higher education institution plus three (3) years of directly related work experience in applicable area(s) of extension work. Pay Level I, on Faculty Salary Schedule.
- b. <u>Senior Extension Agent</u> Bachelor's degree from an accredited higher education institution plus three (3) years of directly related work experience in applicable area(s) of extension work. Pay Level II, on Faculty Salary Schedule.
- c. <u>Extension Specialist</u> Master's degree from an accredited higher education institution plus four (4) years of directly related work experience in applicable area(s) of extension work, OR doctor's degree from an accredited higher education institution in the applicable area of extension services. Pay Level VI on Faculty Salary Schedule.
- d. <u>Senior Extension Specialist</u> Doctor's degree from an accredited higher education institution in the applicable area of extension work plus eight (8) years of directly related work experience in applicable area(s) of extension work. Pay Level VII, on Faculty Salary Schedule.

8.4.7.2 COUNSELORS and LIBRARIANS

- a. Counselors are placed on the salary schedule using the Academic Instructors criteria.
- b. Librarians are placed on the salary schedule using the Academic Instructors criteria.
 - 8.4.7.3 RESEARCH ASSISTANT (Land-Grant, AES)
- a. <u>Research Assistant</u> Minimum Qualification [Pay Level II]: Earned Bachelor's degree in the teaching area or related field from an accredited

institution.

Interpretation A Bachelor's degree from an accredited institution with a major or equivalent in the applicable area(s) of research work.

Note: The Associate degree plus years of directly related work experience NO LONGER IS AN ACCEPTABLE MINIMUM QUALIFICATION when the positions are placed on the Faculty Salary Schedule. New hires must meet the new minimum qualifications.

> The title <u>Senior Research Assistant</u> is not to be used anymore. However, this does not prevent the Research Assistant from moving up in the pay level in a similar fashion as an instructor. Qualifications for moving to a higher pay level in the faculty salary schedule follow the same qualifications required of an instructor.

- 8.5 <u>Part-Time Temporary Faculty Compensation Plan</u>: [Rationale]: To provide progressive salary schedule commensurate with individual qualifications within PCC Faculty Salary Guidelines. Furthermore, to provide incentive and adequate remuneration to attract locally available qualified instructors.
 - a. All part-time instructors whether regular employees of the college or not, would be treated exactly the same,

Formula for Calculation: [Total teaching hours per week + equal number of teaching preparation hours per week x hourly rate x 16 weeks = total pay].

Example: On credit hours at Pay Level I

One credit = hourly rate x 2 (1 teaching hour and 1 teaching preparation hour) x 16 weeks x [$$6.58 \times 2 = 13.16×16 weeks = \$210.56.

8.6 <u>Researcher Salary Compensation Plan</u>: (Researcher Salary Schedule [Exhibit B]). There shall be maintained a separate salary schedule for regular, full-time researchers at COM Agriculture Experiment Station. The pay level criterion is an earned Doctorate degree from an accredited United States institution or foreign equivalent, [See Exhibit B for Academic rank designations.]

- 8.6.1 <u>Salary Placement Upon Appointment</u>: Normally, a new hire is placed on step #1 of the salary schedule. For positions difficult to fill, the Vice President of Cooperative Research and Extension may recommend to the President a higher initial placement step. The President has the discretion to accept the recommendation and, with the Director, may grant up to step #3.
- 8.6.2 Advancement on the Researcher Salary Schedule: After initial placement on the salary schedule, the researcher shall advance a step on his/her anniversary date when the conditions below are met:
 - a. The researcher has been in paid service at least 80% of the service days in the immediate past year(s) required to advance to the next increment. [Steps #2-#3 require completion of 1 year of eligible service and steps #4-#6 require service per each step advancement.]
 - b. The researcher has received at least a satisfactory performance evaluation for the immediate past year(s) prior to his/her anniversary date. All paid leaves shall be considered as time in paid service for purposes of step advancement.
 - c. The maximum step for the pay level has not been reached.
- 8.6.3 <u>Researcher's Work Calendar</u>: Researchers shall be required to work the same annual calendar/service days as non-instructional College faculty members, i.e., Counselors, Librarians, Extension Agents, and Research Assistants-230 Service Days Calendar (See 8.4.4. (b).
- 8.7 <u>Classified Services Compensation Plan</u>: Classified Staff Salary Schedule [Exhibit C]
 - 8.7.1 <u>Salary Placement Upon Initial Appointment</u>: Normally, a new hire is placed on Step #1 of the applicable pay level. For positions difficult to fill, the President has sole discretion to grant up to step #3.

New hire for classified position shall be placed according to their experience, education and training. New hire will be placed on the appropriate step based on the Classified Staff New Hire Placement Criteria.

- 8.7.2 Advancement on the Classified Salary Schedule: On the classified staff member's annual anniversary date, he/she may advance to the next higher step of the pay level upon completing a year of paid service (steps #1-#12). The following criteria shall be satisfied:
 - a. The classified member was in paid service at least 80% of the days in the immediate past year(s) prior to the employee's anniversary date. All paid leaves shall be considered as time in paid service for purposes of increment advancement.
 - b. A satisfactory performance evaluation is received from the previous year.
 - c. The maximum step for the pay level has not been reached.
- 8.7.3 <u>Classified Employee's Work Calendar</u>: A full-time, Regular Classified employees shall be required to work the following annual calendar/service days:

260 Service Days Calendar*
[12 Months]
[80%=208 Minimum Service Days required for
salary step advancement, section 8.7.2(d)]

*National, State, local and Board of Trustees granted holidays and weekends, unless part of the employee's regular assigned days per week, are NOT counted as service days. Classified employees earn vacation hours per Personnel Manual Section 9.3 - Annual Leave.

- 8.7.4 Regular classified employees working less than fulltime shall be paid on a Pro-rated-basis. Example: An employee who works 20 hours per week would be paid 50% of the salary of a full-time employee in the same position.
- 8.8 <u>Management Compensation Plan</u>: Management Salary Schedule [Exhibit D]
 - 8.8.1 <u>Salary Placement Upon Initial Appointment</u>: A maximum of 5 increments, hereafter referred to as "steps" may be granted to the administrator. Eligibility criteria are the following:
 - a. 1 step shall be granted for each year of previous paid full-time related administration experience

at an accredited institution of higher education, or

- b. For each 2 years of paid full-time related administrative experience at an accredited high school.
- the sole discretion of the President с. At or designee, 1 step may be granted for each 2 years paid full-time management, business or of industrial work experience which is directly related to the administrative assignment. The College reserves the right to make the final determination in interpreting what is "management, business or industrial work experience which is directly related to the administrative assignment."
- 8.8.2 Advancement on the Management Salary Schedule: After initial placement on the salary schedule, the administrator shall advance a step on the anniversary date of initial hire when the following conditions are met:
 - a. The maximum step for the pay level has not been reached.
 - b. The administrator has been in paid service at least 80% of the service days in the immediate past year(s) required to advance to the next higher step. All paid leaves shall be considered as time in paid service for purpose of step advancement.
 - c. The administrator has received at least a satisfactory performance evaluation for the immediate past year.
- 8.8.3 <u>Administrator's Work Calendar</u>: Administrators shall be required to work the following annual calendar/service days:

230 Service Days Calendar*
[12 Months/21 Vacation Days]
[80%=184 Minimum Service Days required for
salary step advancement, section 8.8.2.
(b)]

*National, State, local and Board of Trustees granted holidays and weekends (unless part of the administrator's regular assigned days per week) are NOT counted as service days.

- 8.8.4 Faculty/Classified Employees Appointed to faculty Administrative Positions: A regular or classified staff member who is appointed to an administrative position will be placed on the Management Salary Schedule on Step #1 and/or at the nearest step which provides for at least a 10% salary increase over his/her current salary schedule placement. The first day the person serves in paid service as an administrator on the Management Salary Schedule will establish a new anniversary for date salary purposes.
- 8.8.5 <u>Designation of Management Position to Pay Levels</u>: [Exhibit E]
- 8.9 <u>Salary Placement for Employees Who are Appointed to Temporary,</u> <u>Acting Positions</u>: A regular employee may be appointed to serve temporarily in an acting capacity in a supervisory or administrative position having a higher pay level than the one occupied by the employee. Pay for acting appointments shall be controlled by the following conditions:
 - a. The period of service in an acting capacity shall be at least 30 consecutive calendar days but not more than one year.
 - b. Placement on the applicable salary pay level for the temporary position appointment shall be at the step, which grants the employee at least a 10% increase above his/her regular salary at the time of the acting appointment effective date.
 - c. Pay for an acting appointment shall be deferred until the employee has served in paid status thirty (30) consecutive calendar days in an acting capacity. However, the acting pay when granted shall be made retroactive to the appointment effective date.
 - d. The temporary higher pay [8.9 (b)] is limited only to the duration of the acting appointment.
 - e. There shall be no step increase granted during the acting appointment. Upon return of the employee to his/her regular position (pay level/step placement) prior to the acting appointment, the time spent in paid service in the acting position will then count towards any eligibility time required for a step advancement.

- f. At the President's sole discretion, in consultation with the Board of Trustees, the acting appointee may be assigned back to the appointee's regular position at regular salary at any time during the term of the temporary appointment.
- 8.10 <u>Overtime Pay or Compensatory Time</u>: Overtime pay/compensatory time off (CTO) may be granted only to classified employees.
 - 8.10.1 <u>Definition</u>: "Overtime" shall mean hours of work assigned by a supervisor to a classified employee which is in excess of forty (40) hours in a work week. For purpose of the "overtime" definition only, the "work week" is considered to be five (5) consecutive days within the seven (7) period between midnight Sunday to the following Saturday at 11:59 p.m.
 - 8.10.2 <u>Approval</u>: Overtime work requires prior approval by the employee's supervisor and authorization by the President or designee. Without this approval and authorization, the classified employee is prohibited from performing overtime work.
 - 8.10.3 <u>Compensatory Time-Off (CTO)</u>: At the sole discretion of the President or designee, the employee may be granted compensatory time-off at time and one-half for authorized overtime work.
 - 8.10.4 <u>Compensation</u>: At the sole discretion of the President or designee, the employee may be granted pay at one and one-half times the employee's hourly rate for authorized overtime work. The employee shall be notified in writing by the supervisor prior to performing any authorized overtime work, how compensation will be determined.
 - 8.10.5 Compensatory time-off shall be taken by the employees within a thirty (30) working day period after earning it. It is the responsibility of the employee to request the time off. The supervisor will attempt to grant the time off as requested by the employee, but the final decision is at the sole discretion of supervisor who shall base the decision on the needs of the College. If the supervisor is unable to grant the thirty (30) day time period, the employee will receive pay under the provisions of section 8.10.4.
- 8.11 <u>Holiday Work Compensation</u>: Regular employees are excused from duty with pay on holidays declared by the Board of Trustees. All regular employees who are required to work on a holiday shall be

paid at the rate equivalent to double their hourly rate of pay. Any exceptions based on public safety or property protection needs of the college to this "holiday work compensation" provision shall be expressed in writing and included as an exhibit in the Personnel Manual.

- 8.11.1 Limitation: When a regular employee is on leave without pay at the close of the working day immediately preceding the holiday, and at the beginning of the work day immediately following the holiday, the employee shall be considered as on leave without pay status for the holiday. Holiday work compensation under section 8.11 does not apply to temporary, hourly employees.
- 8.12 <u>Shift Differential Compensation</u>: Shift differential pay shall be granted to only regular classified employees under the condition below:
 - 8.12.1 Shift differential time is defined as those hours of assigned work to a classified employee between the hours of 6:00 p.m. to 7:00 a.m. the following day. [e.g., Tuesday 6:00 p.m. to Wednesday 7:00 a.m.]
 - 8.12.2 Shift Differential Compensation: The employee shall be paid for shift differential time worked (8.12.1) at a rate of 1.15 (15% higher) times his/her salary schedule hourly rate. All other hours worked shall be at his/her regular hourly rate.
 - 8.12.3 Hazardous Pay: At the discretion of the President or designee the employee may be granted hazardous pay at a rate 1.20 (20%) higher time his/her hour rate.
- 8.13 "Promotion" as defined for Salary Placement Purposes only, shall be the following: A "promotion" is defined as an appointment of a regular employee to a position on one of the salary schedules which has a higher pay level range than the employee's former position. Normally, the employee will be placed on step #1 of the new pay level. If the salary on step #1 is less than a 10% increase over the current salary, then the employee shall be placed on the lowest step on the new pay level which provides at least a 10% salary increase. The employee shall establish a revised anniversary date for salary purpose based on the first day in paid service in the new position.
- 8.14 "Demotion" as defined for Salary Placement Purposes only, shall be the following: A "Demotion" is defined as an appointment of a regular employee, for non-discipline reasons, to a new position on the same salary schedule which has a lower pay level range than the employee's current position. The employee shall be

placed on the lowest step of the new pay level, which maintains his/her current salary. This placement shall not exceed the maximum step on the new pay level. In cases where the maximum step is less than the current salary, the employee shall maintain the current salary until such time as it is possible to place the person on a step, which is equal to or higher than the current step. (This is called "y" rating the employee.) The employee's demotion shall not change the anniversary date for salary purposes.

- 8.14.1 If an employee is demoted for discipline reasons (cause), the step placement on the lower pay level shall be determined at the sole discretion of the President or designee. It shall be no higher than that provided for in section 8.14.
- 8.15 "Transfer", as defined for Salary Placement purposes only, shall be the following: "Transfer" is defined as an appointment of an employee to another position on the salary schedule with the same pay level. The salary and step placement shall be the same as the former position and the same anniversary date.
- 8.16 "Accredited Degrees, Courses, or Work Experience, for Salary Placement Purposes only, shall be the following: "Accredited" shall mean an earned degree, course work, or work experience from an accredited United States institution or foreign equivalent. Degrees earned in institutions outside the United States may be considered as equivalent if such degrees are recognized by the Accrediting Commission for Senior Institutions, Western Association of Schools and Colleges, or the Council on Post-secondary Accreditation.

LEAVE POLICIES

9.0 Leave Policies

The purpose of this section is to explain the various categories of leave policies available to employees of PCC.

- 9.1 <u>Statement</u>: Leaves of absence from PCC are for the benefit of the employee and the College. When the leaves are granted, they are considered to be for legitimate reasons.
- 9.2 <u>Coverage</u>: This Section applies to all permanent employees except faculty members.
- 9.3 <u>Annual Leave</u>: Annual leave with pay may be granted as vacation leave or may be granted intermittently to allow the employee time off to conduct personal business during working hours. Annual leave shall be approved in advance by the supervisor and, if necessary the President. Leave less than eighty (80) hours will be approved by the respective Vice President<u>s</u>. Leave of more than eighty (80) hours shall also be approved by President.

- 9.3.1 <u>Accrual Formula</u>: Annual leave may be accrued for each year of service in the College as follows:
 - 9.3.1.1 16-1/4 days per year or 5 hours per pay period for employees with less than three years of service.
 - 9.3.1.2 19-1/2 days per year or 6 hours per pay period for employees with three but less than seven years of service.
 - 9.3.1.3 22-3/4 days per year or 7 hours per pay period for employee with seven or more years of service.
 - 9.3.1.4 <u>Limitation</u>: An employee must be in full pay status for the entire pay period in order to accrue annual leave. Otherwise, there shall be no accrual for that period.
- 9.3.2 <u>Minimum Charges</u>: A minimum charge for annual leave is one hour and additional charges in multiples thereof.
- 9.3.3 <u>Advance Payment</u>: An employee may, prior to taking annual (vacation) leave, receive advance lump sum payment for the period of leave authorized, provided that the period of such leave shall be not less than ten (10) consecutive work days. If the employee returns to duty status prior to expiration of the leave period, the employee shall reimburse the College for any portion of such leave, which shall not have expired. The expired leave shall be restored to the employee's annual leave account for future use.
- 9.3.4 <u>Accrual Leave</u>: Up to 360 hours of annual leave accrued during the year and unused at the end of the year and shall be carried over to the next calendar year. Accrued annual leave may not be converted to cash, i.e., receive annual leave pay while receiving duty pay for the same period of time except as provided in 9.3.6.
- 9.3.5 <u>Annual Leave Upon Termination</u>: Up to 360 hours annual leave found in the employee's record at the time of termination shall be paid to the employee.

9.4 Sick Leave

9.4.1 <u>Purpose</u>: The purpose of sick leave is to protect the employee from loss of pay due to absence from work due to illness. Sick leave shall be granted to the employee under the following conditions:

- 9.4.1.1 Is incapable of performance of duties because of sickness, injury or confinement for childbirth.
- 9.4.1.2 Receives a medical, dental or optical examination or treatment, or any mental examination, counseling or treatment.
- 9.4.1.3 Has a seriously ill spouse or child.
- 9.4.1.4 An employee who became sick while on annual leave may be granted sick leave for the period of his illness provided that the period of his sick leave is supported by a certificate issued by a licensed physician.
- 9.4.1.5 An employee who is absent from work for more than three days and wish to apply for sick leave must obtain a sick leave certificate issued by a licensed physician.
- 9.4.2 <u>Accrual Formula</u>: Sick leave may be accrued for each year of service in the College as follows:
 - 9.4.2.1 16-1/4 days per year or 5 hours per pay period for employee.
 - 9.4.2.2 Limitation: An employee must be in full pay status for the entire pay period in order to accrue sick leave. Otherwise, there shall be no accrual for that period.
 - 9.4.2.3 <u>Minimum Charge</u>: The minimum charge for sick leave shall be one hour and additional charges in multiple thereof.

9.4.2.4 Physician Certification Requirements:

- 1) A physician's certificate may be required to determine ability of the employee to continue in the service of the College.
- 2) When an employee's pattern of sick leave indicates possible misuse of sick leave, the employee may be required to provide physician certification for such illness, provided that the employee is so notified in advance, in writing of this requirement.

9.4.2.5 Miscellaneous Provisions:

Sick leave shall be accrued and carried over from

year to year without limitation.

- 9.4.2.6 Former employees of the College who are reemployed within three years of the date of separation will have their accumulated and unused sick leave at the time of separation restored to their credit.
- 9.4.3 Sick leave shall be approved by the supervisor and the President. Leave of eighty (80) hours or less shall be approved by the Vice President, and leave of 80 hours and over shall be approved by the President.
- 9.5 <u>Maternity Leave</u>: Maternity leave with pay shall be granted by Vice Presidents and President to an employee who is absent from work due to confinement childbirth. This leave shall be limited to fourteen (14) work days from date of childbirth and is granted without charge against the employee's accumulated sick leave or annual leave. Any leave of absence taken in excess of these 14 days which is necessary for the employee's recovery from the childbirth is chargeable against the employee's sick leave and/or annual leave account. Additional conditions relative to maternity leave are listed below:
 - 9.5.1 Absence from duty during pregnancy maybe charged against sick leave if in fact the employee was sick. Otherwise, said absence may be charged against annual leave or leave without pay.
 - 9.5.2 Beginning of leave of absence preceding childbirth will be determined by the employee's physician, provided that two weeks written notice shall be given to the College of the expected date of the beginning of leave.
 - 9.5.3 Leave of absence after childbirth will end no later than the date the employee's physician gives written authorization for the employee to return to work. Two weeks' notice shall be given to the College of the expected date of return to work.
 - 9.5.4 No maternity leave shall be granted for longer than three (3) months. Absence during this three-month period, or portion thereof, may be covered by annual leave. Otherwise, such absence will be leave without pay.
 - 9.5.5 College paid benefits will continue during maternity leave for a period not to exceed three (3) months.

- 9.6 <u>Administrative Leave</u>: Administrative leave is absence from duty authorized administratively with pay and without charge to the employee's annual or sick leave credit. Administrative leave may be authorized by the chief executive officer for the following reasons:
 - 9.6.1 Attendance at official meetings, professional conferences, or any other temporary change of assignment in the performance of College duties, on or off the College campus.
 - 9.6.2 Attendance at a judicial or quasi-judicial proceeding where the employee has been subpoenaed to appear as a witness; provided nevertheless that an appearance on such a proceeding as an expert witness who will be or has been compensated as an expert will not be treated as administrative leave, but rather as leave without pay.
 - 9.6.3 Bereavement leaves for death of a member of the immediate family (spouse or children), parents, parents-in-law, grandparents, siblings, not to exceed two days per occurrence.
 - 9.6.4 Unusual weather condition when a hazardous condition is announced by the appropriate government official.
 - 9.6.5 One day of personal leave per contract year.
 - 9.6.6 Line of duty injury.
 - 9.6.7 Voting for public election not to exceed two hours.

9.7 Leave for Staff Development

- 9.7.1 <u>In-service Staff Development</u>: Upon recommendation of the supervisor and approval of the President, release time may be granted to employees for in-service development programs or classes.
- 9.7.2 <u>Exchange Teaching</u>: Upon recommendation of the Vice President of Education & Training to the President and approval by the President, a leave of absence with or without pay may be granted for exchange teaching not to exceed one year at a time per instructor.
- 9.7.3 <u>Educational Leave</u>: Upon recommendation of the respective Vice President and approval by the President a leave of absence with pay and benefits may be granted for professional growth to further the employee's educational background, not to exceed two years at a time per employee. The employee shall

return to the College for two times the amount of time spent on the professional growth program or reimburse the College for all costs incurred during such leave of absence.

- 9.7.4 <u>Sabbatical Leave</u>: Upon the recommendation of the respective Vice President and approval by the President, sabbatical leave will be granted by the President for the purpose of carrying out programs contributing to the benefit or improvement of the College, the student, and the individual. All eligible employees are expected to make full use of their sabbatical leave. Such leave is not granted as a reward for work already performed but rather as a means of preparing for improved service in the future.
 - 9.7.4.1 Only contract personnel with six continuous years of actual service are eligible for such leave.
 - 9.7.4.2 The leave must be at the convenience of the College.
 - 9.7.4.3 The program to be completed during the leave shall be determined jointly by the individual to be on leave and the President or designee and shall reflect the results of the most recent evaluation of the individual to be on leave.
 - 9.7.4.4 Each semester spent on leave shall count as a semester of service in completing eligibility for the next leave.
 - 9.7.4.5 An individual granted sabbatical leave shall continue to receive all College benefits. Each semester spent on leave is considered regular service relative to qualifying for advancement on the salary schedule.
 - 9.7.4.6 Persons receiving grants, fellowships or fees for professional services provided as part of a sabbatical leave program will not normally receive funds from the College which, when combined with the sabbatical salary, exceed the anticipated amount they would have received from the College during that period. Sabbatical stipends may be reduced to a point where the combination of stipend and that portion of grants or other outside fees designated solely for salary equals full salary, and this prorated amount to apply only to the semester on formal sabbatical leave. Exceptions may be granted by the President with the approval of the Board of

Trustees on a case by case basis.

- 9.7.4.7 All work developed as a result of the sabbatical leave program belongs to and is the property of the College unless prohibited by the terms of any of the alternative funding sources listed in 9.7.4.6 above.
- 9.7.4.8 A time frame shall be developed by the administration providing for leave submission dates and review procedures. This time frame shall provide for final approval by the beginning of the spring semester of the year proceeding the year of the leave except in cases where, by agreement between the college and the individual, the date may be extended.
- 9.7.4.9 All sabbatical leave programs must have the approval of the President.
- 9.7.4.10 Reports of experiences and/or accomplishments shall be submitted to the President before the ninth week of the semester following the return from leave.
- 9.7.4.11 Individuals granted leave must to return to the College for a minimum of one contract year after completion of their leave or reimburse the College all costs incurred during the leave.

9.8 Retention of Leave

9.8.1 Nothing in Section 9.0 is meant to deny leave that has accumulated up to the effective date of this manual, and is part of the leave computation of the employee's current contract. This accumulated College leave will be retained and used before the leave accrued under this Manual is used.

9.9 Faculty Vacation Leave

9.9.1 <u>Purpose</u>: The purpose of this section is to explain the Faculty Vacation Leave Policy, which applies to full-time instructional faculty. Instructional faculty is defined as a PCC employee who falls within the faculty classification appointed primarily for instructional and ranked as instructor, associate professor, or professor. Teaching load is based on equivalent semester hours taught, where a full-time load is 12-15 semester hours or as may be specified in 19.1.10.

- 9.9.2 <u>Coverage</u>: Faculty members do not earn annual leave that may be granted as vacation leave.
- 9.9.3 The 10/2 Academic Year for Faculty: All instructional faculty members shall be required to work 210 Service Days Calendar or ten (10) months, from August 1 to May 31 each year. Vacation Leave for faculty is taken during the months of June and July on each calendar year. During these two month, faculty members are not required to be on campus. A faculty member who has earned the two months' vacation leave will be compensated based on applicable rules and regulation if asked to teach during the summer term. Faculty who is hired in the spring semester will be granted one month off. This is not applicable to limited term employees.
- 9.9.4 <u>Short Leave Involving No Scheduled Classes</u>: This section applies to periods such as student's break. An instructor who has no scheduled classes and wish to be off campus, may get the approval from the Associate Dean and Dean of Academic Affairs. The approval of such request is granted only if the instructor has completed all required tasks and requests for instructional supplies and materials for the upcoming scheduled classes. A special form must be completed and approved by the Associate Dean and the Dean of Academic Affairs before any leave is taken.
- 9.9.5 Registration, Drop and Add, and Withdrawal Periods: During registration, drop and add, and withdrawal periods, all instructors must be on campus during regular College operational hours to accommodate students. No short leave request will be approved during these periods.

EMPLOYMENT BENEFITS

- 10.0 <u>Employment Benefits</u> The purpose of this section is to explain the additional benefits that are available to employees of PCC.
- 10.1 <u>Statement</u>: In addition to the employees' salaries, the following benefits are provided to all full-time employees of PCC.
- 10.2 <u>Institutional Benefits</u>: Pursuant to applicable laws of the Republic of Palau, the College shall provide the employer's share for all employees, unless exempted by law.

10.2.1 Social Security

10.2.2 Line of Duty Injury (Worker's Compensation)

- 10.2.2.1 <u>Definition</u>: Line of duty injury is defined as incapacitation for duty as a result of on-the-job injury and related medical treatment of the injury or death as the result of an on-the-job injury.
- 10.2.2.2 <u>Pay-Status</u>: An employee who suffers on-the-job injury will be carried on the payroll with full pay status without charge to sick leave or any other leave until the employee's personal physician certifies that the employee is fit to return to duty.
- 10.2.2.3 <u>Treatment</u>: An employee who is absent from duty for medical treatment of an on-the-job injury will be granted leave with pay and without charge to sick leave or any other leave.
- 10.2.2.4 Part-Time Duty: An employee who is able only to work part-time or light duty during recuperation from on-the-job injury shall receive full pay without charge to sick leave or any other leave for hours not worked during the recuperation period. The employee must present a statement of incapacitation for full-time duty from his personal physician in order to be eligible for pay for hours not worked.
- 10.2.2.5 <u>Right to Refusal</u>: Employee shall not be obliged to accept duties deem hazardous.
- 10.2.3 <u>Tuition Waiver and Reduction</u>: The College will offer a tuition waver for up to six credit hours each semester for all employees. The College will offer a tuition reduction of 50% for all dependents of College employees.
- 10.2.4 <u>Liability Insurance</u>: PCC shall provide liability insurance for all employees for those acts carried out within the scope of their employment.
- 10.3 <u>Optional Benefits</u>: PCC shall provide or make available the following benefits for all permanent employees.
 - 10.3.1 Group Life Insurance
 - 10.3.2 Group Health Insurance
- 10.4 <u>Retirement Plan:</u> The College has since 2002 been participating in the Civil Service Plan. The College also offers a similar

program for its employees from Non-Civil Service Pension Plan participating countries.

- 10.5 <u>Extended Employment Benefits</u>: The following may be added to the employee's contract as needed for recruitment incentive and/or employee retention.
 - 10.5.1 Housing
 - 10.5.1.1 The College may provide housing of full-time employees during the first two years of their initial contract.
 - 10.5.1.2 The Human Resource Director is responsible for coordinating the assignment of on campus housing under terms of 10.5.1.1
 - 10.5.1.3 Where on campus housing is not available, the President may adopt a procedure based on the employee and the number of dependents with the employee that will assist the employee by means of a housing allowance for off campus housing under the terms of 10.5.1.1.
 - 10.5.1.4 After the first two years of initial contract all full time employees shall assume the responsibility of housing and utility cost.
 - 10.5.1.5 If a full time employee was assigned on campus housing under the terms of 10.5.1.1 and wishes to continue to reside on campus the employee shall be charged a reasonable rent and bear the cost of utilities.

10.5.2 <u>Transportation</u>:

10.5.2.1 The College may provide transportation from the point of hire to the work location by the simplest, most economical and most direct route for the full-time employee, spouse, and dependents under 18 years of age, after the contract signing.

> If the employee completes the first year of employment under the contract providing for extended employment benefits, then the benefits extended under this subsection become vested.

> If the employee fails to complete the first year of employment, then these benefits do not vest, and the employee is obligated to pay to the College an amount equal to the expense undertaken

by the College in providing these benefits.

10.5.2.2 The College shall provide return transportation from the work location to the point of hire by the simplest, most economical and most direct route for the employee, spouse, and dependents under 18 years of age, at the termination of the final contract.

> If the employee completes the second year of employment under the contract providing for extended employment benefits, then the benefits extended in that contract under this subsection become vested. If the employee fails to complete the second year of employment, then these benefits do not vest, and the College is not obligated to provide return transportation to the employee, spouse, and dependents.

10.5.3. Household Effects:

10.5.3.1 The College may provide shipment of household effects from the point of hire to the work location and return by the simplest, most economical, and most direct route according to the following formula:

Single Employee : 2,500 pounds net wt.

Employee & Spouse: 4,000 pounds net wt.

Employee, spouse and family : 6,000 pounds net wt.

If the employee completes the first year of employment under the contract providing for extend employment benefits, then such benefits as extended in that contract under this are subsection become vested. If the employee fails to complete the first year of employment, then these benefits do not vest, and the employee is obligated to pay to the College an amount equal to the expense undertaken by the College in providing these benefits. If the employee completes the second year of employment under the contract providing for extended employment benefits, then the return shipment benefits extended under this subsection become vested. If the employee fails to complete the second year of employment, then these benefits do not vest, and the College is not obligated to provide return shipment of household effects to the employee,

spouse, and dependents.

- 10.5.3.2 There are no restrictions, except as specified by law or rules and regulations of the shipping company, on what may be transported. Expense incurred by reason of excess poundage and insurance must be borne by the employee. Any point of higher personal storage expense must be met by the employee. Only one shipment per employee is allowed. Transportation for automobiles and boats may be covered but all duties, taxes, and related expenses must be borne by the employee.
- 10.5.3.3 A 200-pound air freight shipment of necessary items prior to the arrival of the household effects shipment is allowed and will be paid for at College expense.
- Advanced Professional Premium: 10.5.4 An advanced professional premium of the base salary may be given to an employee who possesses a doctorate degree from a U.S. accredited college or university or its equivalent for the faculty, research, and extension personnel. The determination on the appropriate percentage will be based on recruitment incentive and internal salary alignment.
- 10.5.5 Recruitment Premium: A recruitment premium of the base salary may be given to an employee as a recruitment incentive for hard to fill positions which require specialized skills. The determination of the appropriate percentage will be based on recruitment incentive and internal salary alignment.

11.0 Incentive Program

The purpose of this section is to authorize establishment of an incentive program.

- 11.1 The College shall establish an incentive program to promote and recognize outstanding performance and contributions of the employees of the College.
 - 11.1.1 Certain percentage of budget each year will be given to at least three (3) employees each year for the recognition of their excellent performance such as;
 - a. Faculty of the year
 - b. Administrator of the year
 - c. Classified Staff of the Year

11.2 Employee Recognition Program

- a. 5 years
- b. 10 years
- c. 15 years
- d. 20 years
- e. 25 years
- f. 30 years
- d. Retirement

PERFORMANCE EVALUATION

12.0 **Performance Evaluation**

The purpose of this section is to explain the general evaluation process for PCC employees.

- 12.1 <u>Purpose</u>: The ultimate purpose of the performance evaluation program of employees in PCC is for improvement of the employee job performance by guiding the employee toward more effective service through the establishment of measurable objectives (An employee serving the initial probationary period is not covered by this rule but rather by Rule 6 herein).
- 12.2 Use of Performance Evaluation Report: The evaluation report of the employee's work performance will be used to provide a measure of the employee's level of performance and effectiveness in providing service to the College. The report will be used as the basic document for any of the following personnel-related actions:
 - 12.2.1 for employee improvement programs
 - 12.2.2 for granting of pay increments
 - 12.2.3 for determining order of layoffs
 - 12.2.4 for rating employee's suitability for promotion
 - 12.2.5 for examining the employee's suitability for the job
 - 12.2.6 for justifying administrative decision to transfer, demote, or dismiss an employee.
- 12.3 <u>Evaluation Timelines</u>: The immediate supervisor of each permanent employee shall, during the first two months of the new work year or new salary increment year, discuss with the employee the objectives, expectations and priorities to be achieved during the coming year. A memorandum, initialed by the employee, shall be attached to the evaluation form. A copy is to be given to the employee and the original is to be retained in the employee's

personnel file.

- 12.3.1 A permanent employee, having successfully completed the required probationary period and having been retained in the service of the College, shall be evaluated at least once a year, such evaluation to occur at least three months prior to the end of the work year or salary increment year.
- 12.3.2 An employee whose employment is to be terminated as per Section 12.2.5 above must be notified at least 60 days prior to the end of the year for which performance evaluation was made.
- 12.3.3 An employee may appeal an unsatisfactory performance evaluation if the employee alleges that the evaluation was unjust, arbitrary or discriminatory.
- 12.4 <u>Evaluation Instrument & Criteria</u>: The President and Director of Human Resources shall cause to be developed respective performance evaluation instruments, including the performance factors, procedures, and evaluation criteria, for the management, academic and classified personnel.
- 12.5 <u>Faculty Evaluation Students' Evaluation</u> (Student Evaluation of Faculty)
 - 12.5.1 Each instructor shall be evaluated by his/her student for each class he/she teaches. The evaluation shall use an instrument developed by Academic Affairs utilizing a scale of 1 to 5, with 5 being most favorable.
 - 12.5.1.1 The Academic Affairs shall notify the instructor of the date and time of the evaluation.
 - 12.5.1.2 The instructor shall allot at least 20 minutes of the designed class session for the evaluation.
 - 12.5.1.3 The instructor being evaluated shall leave the room while a designated staff of Academic Affairs administers the valuation.
 - 12.5.1.4 The results of the students' evaluations shall be compiled, tallied and averaged by Academic Affairs office.
 - 12.5.1.5 Individual conferences shall be conducted with instructors who score averaged rating(s) of below "3" and/or receive salient comments from students.

- 12.5.1.6 The second conference is held within the same school year to assess improvements in the identified deficient areas. During the second conference, it is determined if a Classroom Observation is necessary.
- 12.5.2 <u>Classroom Observation</u> Classroom observation maybe required for new and adjunct faculty and will be conducted if requested by an instructor or a Department/Program Chair. Classroom observations for faculty members who have surpassed probationary employment period may be conducted if deemed necessary by the Dean of Academic Affairs.

TERMINATION

13.0 **Termination**

The purpose of this section is to explain the various processes of separation from PCC.

13.1 Resignation: Resignation of an employee from College employment shall be in writing and shall be submitted at least fourteen (14) days in advance of the effective date. An exception may be made only upon the approval of the President.

Failure to submit a resignation letter in writing fourteen (14) days in advance before the effective date shall cause a deduction of fifty percent of employee leave pay.

Withdrawal of a resignation may be permitted provided the employee provides notice in writing, prior to the effective date, and if the President agrees to the proposed withdrawal.

- 13.2 <u>Termination for Medical Reasons</u>: An employee shall be terminated for medical reasons when evidence of incapacity to perform the duties of the position are/is substantiated by a duly authorized physician.
- 13.3 <u>Termination During Probation</u>: When the President finds it necessary to terminate an employee during the initial probationary period there shall be, provided to the employee at least fourteen (14) days in advance, notice in writing, specifying the reasons for termination.

Disciplinary procedures do not apply to this termination.

13.4 <u>Termination of Employment</u>: The termination of employment under this Section shall reflect no discredit on the employee unless otherwise specified in writing. Some examples are:

- 13.4.1 When the duration of the temporary, limited-term, or emergency employment ended.
- 13.4.2 The employee does not qualify for continuation of his/her employment.
- 13.4.3 The employee does not return to duty at the expiration of his/her leave of absence (with or without pay) and fails to notify the appropriate supervisor of the reason for the extended absence within fourteen (14) days.

Efforts must be made to contact the employee by telephone, mail or personal contact before the action is taken.

- 13.4.4 The employee does not report for work for a period of fourteen (14) days and fails to notify the appropriate supervisor of the employee intentions during the period.
- 13.5 <u>Lay-off</u>: When curtailment of work, shortage of funds, or reorganization as determined by the Board of Trustees makes it necessary to abolish positions, the employee affected shall be laid off. Employees without permanent positions shall be laid off first. In case of permanent employees, work performance shall be considered first followed by seniority, as recorded on the Employee Progress Report in determining the order of layoff.

An employee identified to be laid off will be notified in writing no later than thirty (30) days prior to the effective date of the layoff. The employee may appeal the action through the Grievance Procedures if the employee feels the action unfair. Permanent employees who are laid off shall be placed on the re-employment list in order of their service credit and will be given priority for re-employment for openings for which they meet qualifications.

EMPLOYEE DISCIPLINE

- 14.0 Employee Discipline
- 14.1 <u>Authority of the President</u>. The President has the sole authority to take formal disciplinary action against employees under these regulations.
- 14.2 <u>Authority of Supervisors</u>. An employee's immediate supervisor shall be responsible for providing instruction, guidance and direction for the performance of the employee's duties. In instances in which the employee does not comply with his or her supervisor's instruction, guidance or direction, the supervisor may, as he or she deems appropriate, issue an oral admonition or

a letter of reprimand delivered to the employee and filed with the employee's personnel record. The supervisor may also make a memorandum of the employee's actions and present the contents of the memorandum to the employee in the employee's annual performance evaluation. Memoranda not provided to the employee at or before the time of the employee's annual evaluation shall be destroyed and may not be used against the employee in any way.

- 14.3 <u>Formal disciplinary action</u>. An employee may be subject to suspension with or without pay, demotion, or termination for the following reasons:
 - 14.3.1 Fraud in securing appointment
 - 14.3.2 Incompetence
 - 14.3.3 Inefficiency
 - 14.3.4 Inexcusable neglect of duty
 - 14.3.5 Insubordination
 - 14.3.6 Dishonesty
 - 14.3.7 Drinking or Drunkenness on duty
 - 14.3.8 Use of or trafficking in illegal substances/drugs
 - 14.3.9 Inexcusable absence without leave
 - 14.3.10 Conviction of a felony or misdemeanor involving moral turpitude
 - 14.3.11 Discourteous treatment of the public or other employees
 - 14.3.12 Willful disobedience
 - 14.3.13 Misuse of PCC property
 - 14.3.14 Acts of assaultive behavior that occur on campus property or conviction obtained.
 - 14.3.15 Any form of sexual harassment
 - 14.3.16 Absence With Out Leave (AWOL).
- 14.4 Formal disciplinary procedures. Before any formal disciplinary action may be taken, the President shall consult with the employee and the employee's supervisor either independently or together; provided, however, that the failure of the employee to

appear for consultation with the President after reasonable notice shall not preclude the President from disciplining that employee. Upon making the determination that an employee has committed an act constituting one of the reasons listed in regulation 14.3, the President may discipline an employee in the following manner.

- 14.4.1 <u>Suspension and temporary demotion</u>. The President may suspend an employee with or without pay or demote an employee for ten days or less (which need not be consecutive) with written notice as set forth in regulation 14.5. Such suspension or demotion may take effect immediately. A copy of the written notice and the personnel action must be placed in the employee's personnel file.
- 14.4.2 <u>Termination and permanent demotion</u>. The President may terminate or permanently demote an employee provided that at least ten working days before the effective date of the dismissal or permanent demotion the employee is delivered a written notice of the action. Regulation 14.4.1 may be used in conjunction with any disciplinary action taken under 14.4.2.
- 14.5 <u>Contents of notice</u>. The written notice of disciplinary action must include the following:
 - 14.5.1 The date of the notice.
 - 14.5.2 The effective date of the disciplinary action.
 - 14.5.3 The name, address, employing department of the employee.
 - 14.5.4 The title and the position held by the employee.
 - 14.5.5 The disciplinary provision utilized in regulation 14.3 and the factual basis for the disciplinary action. The factual basis shall be detailed and include names, times and places and include all facts relied upon for the disciplinary action including anything in the employee's record.
 - 14.5.6 Notice of the employee's right to:
 - Examine all records relied upon for the disciplinary action; and
 - Appeal the disciplinary action by filing a written request for reconsideration with the President within ten days of the effective date of the disciplinary action, and the right to have a hearing before the Board, if necessary.

- 14.6 <u>Delivery of Notice</u>. Delivery may be made by an employee of PCC. Delivery may be affected by any one of the following means.
 - 14.6.1 <u>Personal delivery</u>. If the delivery is to the employee in person, the employee shall be requested to sign and date the notice as an acknowledgment of receipt. If the employee refuses, the person delivering the notice shall note the refusal and indicate the date and time of the delivery on the copy retained by PCC.
 - 14.6.2 <u>Delivery to residence</u>. The notice may be delivered to any person over the age of eighteen years found at the residence of the employee.
 - 14.6.3 <u>Delivery by mail</u>. Notice may be delivered by registered or certified mail to the employee's last known mailing address appearing in the personnel records of PCC. The effective date of delivery shall be 10 days after mailing.
- 14.7 Reconsideration by the President. An employee may challenge any disciplinary action or performance evaluation by filing a written request for reconsideration with the office of the President within ten days of the effective date of the disciplinary action or performance evaluation as the case may be. Upon the receipt of such request the President shall appoint employed in the same position two employees who are classification as the disciplined employee who, along with the President, shall hear the reconsideration. The reconsideration hearing shall be held within five days of the request. At the hearing, the employee's supervisor shall present witnesses and documents and any other evidence supporting the disciplinary action. The employee shall have the opportunity to cross-examine witnesses presented by the supervisor and to present witnesses on his own behalf and to introduce any documents or other information regarding the disciplinary action. At the end of the proceedings the panel shall adjourn to evaluate the evidence. The President shall consider all comments provided by the two appointed panelists and then shall issue a written decision reversing, modifying or upholding the disciplinary action within five days of the close of the hearing.
- 14.8 <u>Appeal to the Board</u>. A reconsideration by the President performed pursuant to regulation 14.7 that is adverse to the employee may be appealed by the employee to the Board. To appeal, the employee must file a request for a hearing with the Chairman of the Board within 10 days of the receipt of the President's written reconsideration decision. The Board shall rehear all the evidence and render a written decision. The decision of the Board shall be final.

14.9 <u>Records</u>. All notices of disciplinary action and all written decisions of the President and the Board shall become a permanent record in the employee's personnel file. Evidence supporting disciplinary actions found upon a final decision to be not credible or unsubstantiated may not be used against an employee for any purpose.

GRIEVANCE PROCEDURE

15.0 Grievance Procedure

- 15.1 <u>Right to bring grievance</u>. Any employee or employee organization shall have the right to bring a grievance. The grievance procedure shall not be used in place of a challenge of a performance evaluation or a disciplinary action against an employee.
- 15.2 <u>Informal procedure</u>. Grievances shall be commenced in the following manner.
 - 15.2.1 <u>Statement filing</u>. An aggrieved employee may file a written statement of the facts constituting the grievance within 30 days of the occurrence of the act or acts forming the basis of the grievance. The statement shall include the following.
 - 15.2.1.1 General description of the nature of the grievance.
 - 15.2.1.2 Specific description of the act or acts upon which the grievance is based.
 - 15.2.1.3 Time, date and place of such act or acts.
 - 15.2.1.4 Remedy sought to resolve the grievance.
 - 15.2.2 <u>Service and response</u>. Upon receipt of the statement, the President shall serve a copy of the statement to all employees named or involved. The parties served shall be given five days to present a response or comment in writing.
 - 15.2.3 <u>Decision</u>. Based upon the information submitted, the President shall make a written decision and serve it upon the aggrieved employee and all persons named and involved within ten days of the statement's date of filing.
- 15.3 <u>Formal grievance procedure</u>. Any party aggrieved by the President's decision rendered in the informal procedure may file

a request for a formal grievance procedure with the President within 10 days of the receipt of the President's decision.

- 15.4 <u>Grievance committee</u>. Within three days of the receipt of a request for a formal grievance procedure, a grievance committee shall be formed consisting of one member from the employee's peer group selected by the aggrieved party, one member from the administrative or supervisory level from a different division as the aggrieved employee by the President, and a third member to be selected by the two appointees. The group shall appoint a chairperson from among their members.
- 15.5 <u>Formal grievance hearing</u>. The grievance committee shall hold hearings within ten days of the appointment of its members. Minutes of the hearing shall be recorded. The committee shall make a written determination of the grievance within five days of the close of the hearing.
- 15.6 <u>Appeal to the Board of Trustees</u>. Within ten (10) days of the receipt of grievance committee's decision, any aggrieved party may request the Board of Trustees to review the decision. The request shall be served upon the chairman of the Board. A transcript of the formal grievance hearing shall be prepared. Within thirty days of the completion of the transcript, the Board shall review the evidence. The Board shall uphold the decision of the President unless it finds that the President's decision constituted an abuse of discretion. The decision of the Board is final.
- 15.7 <u>Records</u>. No record of the fact that a grievance has been initiated shall be entered into the employee's personnel file. However, if formal proceedings result in a final ruling that is adverse to the employee, a record shall be entered in the personnel file of the employee.

EMPLOYEE ORGANIZATION

16.0 **Employee Organization**

- 16.1 <u>Right to organize</u>. Employees of PCC shall have the right to join or not to join employee organizations.
- 16.2 <u>Employee protection</u>. Administrative actions or decisions affecting the individual employee will be made without regard to employee's membership or non-membership in such organizations.
- 16.3 <u>Communication with employees</u>. Any person or employee organization wishing to communicate with any employee of PCC for the purpose of an employee organization, may do so at times and places which do not conflict with the employee's performance of duties or with the operation of PCC or its instructional

programs.

OUTSIDE EMPLOYMENT

17.0 Outside Employment

The purpose of this section is to describe the parameters placed on PCC employees regarding employment outside of the College.

- 17.1 An employee may not engage in outside employment or other outside activities which: (1) damage the image of the College or its employees; (2) conflict with duties and responsibilities of the employee's position in the College; (3) conflict with the employee's duly-schedule work hours; or (4) conflict with applicable local laws.
- 17.2 Full-time employees of the College may run for and/or hold elective office provided the concerned employee's work schedule and performance is not disrupted.
 - 17.2.1 A full-time employee of the College shall obtain a written approval from the President of the College prior to filing for candidacy or actively engaging in campaign for his/her election.
 - 17.2.2 A full-time employee of the College holding an elective office must maintain strict compliance with Section 17.1 of the Personnel Rules and Regulation Manual.
 - 17.2.3 In the event that legislative sessions or meetings conflict with the concerned employee work schedule, the employee must apply for leave in accordance with the College's Leave Policy.

NEPOTISM

18.0 Nepotism

The purpose of this section is to further ensure that employment at PCC is based on merit.

18.1 <u>Nepotism Prohibited</u>: Nepotism is prohibited in all cases of hiring within the College. The hiring of persons in a supervision-subordinate relationship is prohibited. This includes people in relationships listed below:

| Husband | Sister | Sister-in-law |
|-------------|----------------|-------------------------|
| Wife | Grandchild | Son-in-law |
| Child | Stepbrother | Daughter-in-law |
| Stepchild | Stepsister | OR, if related by blood |
| Parent | Stepparent | Uncle |
| Grandparent | Parent-in-law | Aunt |
| Brother | Brother-in-law | Nephew |

18.2 <u>Exceptions</u>: Exceptions to the above prohibition on a case-bycase basis and only when such exception is the best interest of the College.

19.0 FACULTY WORKLOAD

- 19.1 <u>Teaching Faculty</u>: Each faculty member shall provide teaching and other services corresponding to 24-30 lecture hour equivalent instructional units per year, or an average of 12-15 lecture hour equivalent units per semester as follows:
 - 19.1.1 A class hour is defined as sixty (60) minutes, which includes a ten (10) minute passing time.
 - 19.1.2 Lecture class-hours shall count at the ratio of 1:1, so that a faculty member teaching all lecture classes totaling fifteen (15) hours shall be credited with fifteen (15) lecture hour equivalent units.
 - 19.1.3 Laboratory class-hours including, but not limited to, science laboratories, physical education/recreation activity classes, and nursing clinical laboratories, shall count at the ratio of 1.5:1, so that a faculty member assigned to 22.5 laboratory class hours shall be credited with fifteen (15) lecture hour equivalent units.
 - 19.1.4 Studio/technical/class hours including, but not limited to, automotive, electronics, art studio, music laboratories, shall count at a ratio of 2:1, so that a faculty member assigned to 30 studio/technical/vocational hours shall be credited with fifteen (15) lecture hour equivalent units.
 - 19.1.5 When an assignment involves a mixed assignment of lecture and laboratory, the laboratory class hours shall count at the ratio of 1.5:1 for all hours beyond those assigned for lecture hours.
 - 19.1.6 When an assignment involves a mixed assignment of lecture and studio/ technical, the studio/technical/vocational class hours shall count at the ratio of 2:1 for all hours beyond those assigned for lecture hours.
 - 19.1.7 The total load of any English composition instructor may not exceed 100 total students for each instructor

unless mutual written consent is obtained. For a class to be designated Composition, written work must be the primary mode for evaluating students' performance and a minimum of 3,000 words must be written each semester.

- 19.1.8 The College has a right to assign hours day and night. However, no assignment for a twenty-four hours period may cover a time span of beyond 10 hours without the consent of the faculty member.
- 19.1.9 A maximum number of course preparations per semester is four (4). Courses which, are taught concurrently are considered to be one (1) preparation. Any preparation beyond four (4) per semester is an overload.
- 19.1.10 The annual teaching load for instructional faculty schedule may range from 12-15 lecture hour equivalent units per semester or 24-30 credits per academic school year. This excludes the summer term which is not part of the faculty member's work calendar. (See section 8.4.4 and section 9.9.3)
 - 19.1.10.1 The Vice President of Education and Training may assign up to four (4) additional teaching units to compensate for an under-load in the previous semester.
 - 19.1.10.2 Under-load will not reduce a faculty member's salary.
 - 19.1.10.3 If a faculty member is overloaded in one semester, an effort will be made to balance the load by under-load in the subsequent semester.
 - 19.1.10.4 After two semesters of overload, the faculty member will receive compensation for the overload equivalent to the hourly rate of the faculty member at the time overloaded compensation granted a part-time instructor for a like assignment.
 - 19.1.10.5 In the event that a faculty member shall have a class canceled due to insufficient enrollment or a full class load cannot be assigned to an individual faculty member, he/she will be compensated for by:
 - 1. An overload in the subsequent semester.
 - 2. Alternative work assignment.

The administration, in consultation with the faculty member, will make the determination of which method will be used to balance the load.

- 19.1.10.6 The maximum workload imbalance either in overload or under-load is recommended not exceed four (4) teaching hours.
- 19.1.10.7 The balancing of load or additional compensation for overload must occur by the fourth week of the third semester of overloading (summer session excluded).
- 19.1.10.8 Compensation for overload will be computed equivalent to the hourly rate of the faculty member at the time overloaded.
- 19.2 A full-time faculty member who has had a satisfactory performance evaluation may teach an overload.
 - 19.2.1 During any given semester, an instructor who is already scheduled for a full-time teaching load (1.0 FTE) may be overloaded if the College's administration determines that a need exists.
 - 19.2.2 If a faculty member does not accept the offer to teach an overload, this will not affect the faculty member's status. The faculty member has the right to refuse an overload unless that person has been under-loaded in prior semesters.
- 19.3 The Palau Community College President and Vice President of Education and Training in consultation with the Dean and the Associate Deans of Academic Affairs will determine minimum and maximum class size for each discipline. Availability of equipment, health and safety, and space shall be considered in making these decisions.
- 19.4 A teaching faculty member's responsibilities cover a minimum of forty (40) hours a week. Such responsibilities include, but are not limited to the following:
 - 19.4.1 Meeting with classes as scheduled by the Vice President of Education and Training and Dean of Academic Affairs.
 - 19.4.2 Teaching classes in accordance with the intent of the College catalog, with the course and student learning outcomes of the course as described in the course outline.
 - 19.4.3 Curriculum related activities, such as but not limited

to course outlines, program/course modifications, assessments, and learning outcomes shall be directed by the Associate Dean of Academic Affairs. This should be done in cooperation with other faculty members who teach within the same program/department.

- 19.4.4 Reviewing, in cooperation with other faculty in the same program/department textbooks, required reading, workbooks, and other materials for purchase by students.
- 19.4.5 Maintaining accurate and current records of student attendance and student achievement in accordance with the College procedures.
- 19.4.6 Keeping current with developments and changes in his/her field or subject area.
- 19.4.7 Serving on college committees, as assigned.
- 19.4.8 Supervising the care and maintenance of equipment provided for student use in classes.
- 19.4.9 Recommending instructional materials.
- 19.4.10 Participating in other special college functions.
- 19.5 Instructional faculty shall schedule a minimum of one (1) oncampus office hour per day, per week for the duration of the semester.
 - 19.5.1 An office hour is a minimum of fifty (50) minutes.
 - 19.5.2 The Dean of Academic Affairs shall review and approve instructional faculty members' office hour schedules and make changes as may be required by student needs.
 - 19.5.3 Instructional faculty shall post office hours in a place where students can gain ready access to the information.
- 19.6 The College administration, after consultation with a faculty member may assign special duties in lieu of regularly assigned duties. When reassigned time is given, duties shall be documented and a copy placed in the faculty member's personnel files. Time shall be converted to appropriate teaching credits which when added to other assignments, shall equal a full load.
- 19.7 Instructional faculty assigned the following responsibilities will be granted reassigned time as follows:
 - 19.7.1 Program or Department Chair/or Grant Coordinator 1 4

hrs. per week

- 19.7.4 Faculty Senate President 1 3 hrs. per week
- 19.7.5 Student Activities Advisor 1 3 hrs. per week
- 19.7.8 Special Projects 1 3 hrs. per week

When variable hours may be assigned (Example: Project Coordinator) the Vice-President of Education and Training makes recommendations to the President. All recommendations will be discussed and approved by the College President.

19.8 Non-Teaching Faculty

- 19.8.1 Librarians shall maintain a schedule of forty (40) hours per week. It may be necessary to schedule some library hours during the evenings and/or weekends.
- 19.8.2 Counselors shall maintain a schedule of forty (40) hours per week. It may be necessary to schedule some counseling activities during the evenings and/or weekends.

20.0 Drug-Free Workplace

20.1 Policy Statement:

A drug-free workplace is essential to Palau Community College. Accordingly, the President shall establish regulations consistent with the Drug-Free Workplace Act of 1988*, hereafter referred to as "the Act", regarding the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance in the workplace. The regulations shall address the need to:

- 20.1.1 Certify, pursuant to the Act that PCC will provide a drug-free workplace;
- 20.1.2 Notify employees regarding prohibitions and penalties under the Act;
- 20.1.3 Notify appropriate agencies regarding workplace violations; and
- 20.1.4 Establish a drug-free awareness program for employees.

20.2 Administrative Regulations:

20.2.1 The following definitions are intended to conform to federal regulations to implement the Drug-Free

Workplace Act of 1988 and are subject to change as necessary to maintain consistency with such regulations. The following definitions apply to this administrative regulation only:

- a. "Drug-free workplace" means the site for performance of work done in connection with a specific grant.
- b. "Employee" means the employee directly engaged in the performance of work pursuant to the provisions of the grant.
- 20.2.2 PCC will provide the appropriate agencies from which it receives grants, the necessary certifications related to the Drug-Free Workplace Act of 1988.
- 20.2.3 PCC shall notify employees that it maintains a drugfree workplace where the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited. That notification will specify that drug abuse in the workplace is prohibited and the actions taken against employees who violate the prohibition. Each employee directly engaged in the performance of any grant subject to the Act would be given a copy of the notification. The notice will inform such employees that it is a condition of employment that the employee adhere to the requirements of the Drug-Free Workplace Act and notify the PCC President's Office within five (5) days of any criminal statute conviction occurring in the workplace.
- 20.2.4 Within ten (10) days after receiving notice of any workplace-related criminal drug statute conviction pursuant to paragraph 20.2.3 above, PCC will notify appropriate agencies from which applicable grants are received. The President or designee shall, within thirty (30) days of receiving notice of such conviction, initiate appropriate personnel action or require the employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by an appropriate governmental agency.
- 20.2.5 PCC shall establish a drug-free awareness program for employees. The program is designed to inform employees about the PCC's policy regarding a drug-free workplace, the dangers of drug abuse in the workplace, any assistance programs, and penalties that may be imposed for drug statute convictions.

REVISIONS AND AMENDMENTS

21.0 Revisions and Amendments

The purpose of this section is to authorize the continued revision and amendments to these rules and regulations.

The provisions of this manual may be revised or amended upon majority vote of the Board of Trustees, provided that any such proposed revision or amendment is submitted to the Trustees in writing at least 30 days prior to the next meeting of the Board at which the revision or amendment is to be considered.

All proposed revisions shall be submitted to the Board of Trustees through the President.

GLOSSARY

Academic Year ----- Two semesters of five months each or ten months of instructional responsibilities. Acting Appointment ----- A designation of a person to temporarily assume full authority and responsibility in the absence of the permanent occupant of a position. Administrators ----- Employees who plan, direct, coordinate, support, and evaluate the work of others. Anniversary Date ----- That date upon which an employee's initial work commences or that date upon which a transfer, promotion, or demotion begins. Appointment -----Approval of a person to fill a position. Board of Trustees -----The governing body of the Palau Community College, representing the several areas served by the College. Campus ----- The physical location upon which the College stands. Classified Employee ----- Employees hired for positions, which are classify based on duties and responsibilities. Class Specification -----Information that describes a class of position. Compensation Plan -----An approved plan, which includes salary schedule, compensation policies and employee benefits. A program or a series of programs, Component ----which serve the College system (e.g. Continuing Education). College System -----A composite of campus and programs each distant from the other and each offering post-secondary studies in a variety of techniques.

Contract ----- The document signed by the College and the employee identifying position, salary, and condition of employment. Employees who are hired to advice and Counselors ----counsel students on academic and personal matters. Definition of Management Definition used in identifying Positions ----the management level positions in the current Palau Community College (PCC) organization for placement on the new Management Salary Schedule: "A manager is an individual who has responsibility to formulate systems and/or campus policies and regulations and who administers any number of campus programs." Dependent -----The spouse; children (including step & legally adopted unmarried children up to 21 years of age attending schools); unmarried and under 18 years of age; physically or mentally incapable of supporting themselves regardless of age; wholly dependent parents; children for whom employee and spouse have legal custody. Leave taken for professional growth to Educational Leave ----enhance one's educational background for a period not to exceed one year. Eligible List -----Names of those applicants who have been certified through appropriate screening procedures of PCC. Extended Employment-----Additional benefits to the employee as Benefits negotiated by contract. Governance -----Authority to govern PCC through its established channels. (e.g. Board of Trustees, President). Increment -----A one-step increase granted annually after a year of satisfactory service. Initial Contract ----- First contract signed between the College and an employee.

Institutional Benefits ---- Benefits received by all employees. Instructional Support Staff -- Employees whose work is supportive of the teaching process (e.g. curriculum specialists, media specialists, librarians, etc.) Leave Accrual ----- Hours of leave granted to an employee per pay period. Merit Bonus -----Lump sum money awarded to a permanent employee for outstanding service. Nepotism ----- Employment of close family members to the exclusion of other qualified persons. Official Working Hours ---- The official working hours of Palau Community College is 8:00 a.m. to 5:00 p.m. Optional Benefits -----Benefits available to the employee while employed by College on a costsharing basis. Part-Time Employees ----- Employees who are appointed to temporary or permanent positions and are placed on a work schedule not more than 30 hours a week. Pay Level ----- Levels of duties and responsibilities as reflected in the salary schedule for pay purposes. Permanent Employees ----- Employees who have satisfactorily completed the initial year of probation. Point of Hire ----- The place at which the employee negotiated the contract for extended benefits purposes. Position Classification Plan- Positions and classes of positions grouped in kind and arranged in ascending order of difficulty and responsibility. Probation -----The employment status in which an employee works a specified length of time (e.g. one year) to satisfactorily demonstrate his/her ability to continue in a position on a permanent basis. Professional Employees ---- Employee hired for positions requiring

| | formal education, highly specialized knowledge and other requirements of a learned profession. |
|---------------------|---|
| Promotion | Any movement to a higher level position for pay purposes. |
| Pro-Rated-Personnel | Employees who work not less than 30 hours per week and are classified as full-time employees with full-time benefits. |
| Renewal Contract | Second and/or subsequent contracts offered by the College and signed by an employee. |
| Retirement Plan | A program which accumulates money for the employee's use in later years. |
| Sabbatical Leave | Leave taken by an employee after 6 years' service to enhance program contributions to the benefit or improvement of the College, the students, and the individual for a period not to exceed one year. |
| Step | Sequential raises (increments) on one pay level, which has been divided into steps. |
| Teaching Staff | Employees whose major work is direct teaching. |
| Termination | End of Employer-Employee relationship between the College and employee. |
| Transfer | The movement of an employee from one position to another or from one program to another at the same pay level and step. |

FACULTY SALARY SCHEDULE

| | PAY LEVEL | | | | | | |
|-------------|-----------------|--------------|----------------|--------------|--------------|---------------|-----------------|
| | <u>< BAC</u> | BAC | <u>BAC +15</u> | BAC +30 | MA | <u>MA +30</u> | Ed.D, PhD & DBA |
| <u>STEP</u> | I | II | III | IV | V | <u>VI</u> | <u>VII</u> |
| | | | | | | | |
| <u>1</u> | <u>12653</u> | <u>16010</u> | <u>16651</u> | <u>17317</u> | <u>18009</u> | <u>18730</u> | <u>19479</u> |
| <u>2</u> | <u>12906</u> | <u>16330</u> | <u>16984</u> | <u>17663</u> | <u>18369</u> | <u>19105</u> | <u>19869</u> |
| <u>3</u> | <u>13159</u> | <u>16651</u> | <u>17317</u> | <u>18009</u> | <u>18730</u> | <u>19479</u> | <u>20258</u> |
| <u>4</u> | <u>13422</u> | <u>16984</u> | <u>17663</u> | <u>18369</u> | <u>19105</u> | <u>19869</u> | <u>20663</u> |
| <u>5</u> | <u>13685</u> | <u>17317</u> | <u>18009</u> | <u>18730</u> | <u>19479</u> | <u>20258</u> | <u>21068</u> |
| <u>6</u> | <u>13959</u> | <u>17663</u> | <u>18369</u> | <u>19105</u> | <u>19869</u> | <u>20663</u> | <u>21489</u> |
| <u>7</u> | <u>14233</u> | <u>18009</u> | <u>18730</u> | <u>19479</u> | <u>20258</u> | <u>21068</u> | <u>21911</u> |
| <u>8</u> | <u>14518</u> | <u>18369</u> | <u>19105</u> | <u>19869</u> | <u>20663</u> | <u>21489</u> | <u>22349</u> |
| <u>9</u> | <u>14802</u> | <u>18730</u> | <u>19479</u> | <u>20258</u> | <u>21068</u> | <u>21911</u> | <u>22787</u> |
| <u>10</u> | <u>15098</u> | <u>19105</u> | <u>19869</u> | <u>20663</u> | <u>21489</u> | <u>22349</u> | <u>23243</u> |
| <u>11</u> | <u>15394</u> | <u>19479</u> | <u>20258</u> | <u>21068</u> | <u>21911</u> | <u>22787</u> | <u>23699</u> |
| <u>12</u> | <u>15702</u> | <u>19869</u> | 20663 | <u>21489</u> | <u>22349</u> | <u>23243</u> | <u>24173</u> |
| <u>13</u> | 16010 | 20258 | <u>21068</u> | <u>21911</u> | 22787 | <u>23699</u> | <u>24647</u> |
| <u>14</u> | <u>16330</u> | 20663 | <u>21489</u> | <u>22349</u> | 23243 | <u>24173</u> | <u>25140</u> |
| <u>15</u> | <u>16651</u> | 21068 | 21911 | <u>22787</u> | 23699 | <u>24647</u> | 25633 |
| <u>16</u> | 16984 | 21489 | 22349 | <u>23243</u> | 24173 | <u>25140</u> | <u>26146</u> |
| <u>17</u> | <u>17317</u> | <u>21911</u> | 22787 | 23699 | 24647 | <u>25633</u> | <u>26658</u> |
| 18 | 17663 | 22349 | 23243 | 24173 | 25140 | 26146 | 27191 |
| 19 | 18009 | 22787 | 23699 | 24647 | 25633 | 26658 | 27725 |
| 20 | <u>18369</u> | 23243 | 24173 | <u>25140</u> | 26146 | <u>27191</u> | <u>28280</u> |
| 21 | 18730 | 23699 | 24647 | 25633 | 26658 | 27725 | 28833 |
| 22 | 19105 | 24173 | 25140 | 26146 | 27191 | 28280 | 29410 |
| 23 | 19479 | 24647 | 25633 | 26658 | 27725 | 28833 | 29987 |
| 24 | 19869 | 25140 | 26146 | 27191 | 28280 | 29410 | 30587 |
| <u>25</u> | 20,258 | 25,633 | 26,658 | 27,725 | 28,833 | 29,987 | 31,186 |
| 26 | 20,663 | 26,146 | 27,191 | 28,280 | 29,410 | <u>30,587</u> | 31,810 |
| 27 | 21,068 | 26,658 | 27,725 | 28,833 | 29,987 | 31,186 | 32,433 |
| 28 | 21,489 | 27,191 | 28,280 | 29,410 | 30,587 | 31,810 | 33,082 |
| <u>29</u> | 21,911 | 27,725 | 28,833 | 29,987 | 31,186 | <u>32,433</u> | 33,730 |
| 30 | 22,349 | 28,280 | 29,410 | 30,587 | 31,810 | 33,082 | 34,405 |

Exhibit A

PALAU COMMUNITY COLLEGE PROPOSED RESEARCHER SALARY SCHEDULE

| II. | College of Tropical Agriculture and Sciences |
|-----|--|
| | Agriculture Experiment Station* |

| | PAY LEVEL | ACADEMIC RANK | STEP |
|---|-----------|---------------------|------|
| 1 | 22,787 | Assistant Professor | |
| 2 | 23,699 | Assistant Professor | |
| 3 | 24,647 | Assistant Professor | |
| 4 | 25,633 | Associate Professor | |
| 5 | 26,658 | Associate Professor | |
| 6 | 27,725 | Professor | |

* Positions placed on this schedule are the principal researchers responsible for one or more of the following Agriculture Experiment Station research areas: Agronomy, entomology, plant pathology, veterinary science, aquaculture and soil science.

Salary schedule placement criteria: Earned Doctorate degree from an accredited United States institution or foreign equivalent. Degrees earned in institutions outside the United States may be considered as equivalent if such degrees are recognized by the Accrediting Commission for Senior Institutions, Western Association of Schools and the Council on Postsecondary Accreditation [COPA].

Exhibit B

PALAU COMMUNITY COLLEGE III.3 PROPOSED CLASSIFIED STAFF SALARY SCHEDULE

| STEP | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |
|------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|
| 1 | 7800 | 8502 | 9267 | 10101 | 11010 | 12001 | 13081 | 14259 | 15542 | 16941 |
| 2 | 7956 | 8672 | 9452 | 10303 | 11230 | 12241 | 13313 | 14544 | 15853 | 17280 |
| 3 | 8115 | 8845 | 9641 | 10509 | 11455 | 12486 | 13609 | 14835 | 16170 | 17625 |
| 4 | 8277 | 9022 | 9834 | 10719 | 11684 | 12736 | 13882 | 15132 | 16493 | 17978 |
| 5 | 8443 | 9103 | 10031 | 10934 | 11918 | 12990 | 14159 | 15434 | 16823 | 18337 |
| 6 | 8612 | 9387 | 10232 | 11152 | 12156 | 13250 | 14442 | 15743 | 17160 | 18704 |
| 7 | 8784 | 9575 | 10436 | 11375 | 12399 | 13515 | 14731 | 16058 | 17503 | 19078 |
| 8 | 8960 | 9766 | 10645 | 11603 | 12647 | 13785 | 15026 | 16379 | 17853 | 19460 |
| 9 | 9139 | 9961 | 10858 | 11835 | 12900 | 14061 | 15326 | 16707 | 18210 | 19849 |
| 10 | 9322 | 10161 | 11075 | 12072 | 13158 | 14342 | 15633 | 17041 | 18574 | 20246 |
| 11 | 9508 | 10364 | 11296 | 12313 | 13421 | 14629 | 15946 | 17382 | 18946 | 20651 |
| 12 | 9698 | 10571 | 11522 | 12559 | 13690 | 14922 | 16265 | 17729 | 19325 | 21064 |
| 13 | 9892 | 10783 | 11753 | 12811 | 13963 | 15220 | 16590 | 18084 | 19711 | 21485 |
| 14 | 10090 | 10998 | 11988 | 13067 | 14243 | 15525 | 16922 | 18446 | 20105 | 21915 |
| 15 | 10292 | 11218 | 12228 | 13328 | 14527 | 15835 | 17260 | 18814 | 20507 | 22353 |
| 16 | 10498 | 11443 | 12472 | 13595 | 14818 | 16152 | 17605 | 19191 | 20917 | 22800 |
| 17 | 10708 | 11671 | 12722 | 13867 | 15114 | 16475 | 17957 | 19575 | 21336 | 23256 |
| 18 | 10922 | 11905 | 12976 | 14144 | 15417 | 16804 | 18317 | 19966 | 21763 | 23721 |
| 19 | 11140 | 12143 | 13236 | 14427 | 15725 | 17140 | 18683 | 20365 | 22198 | 24196 |
| 20 | 11363 | 12386 | 13500 | 14715 | 16039 | 17483 | 19057 | 20773 | 22642 | 24680 |
| 21 | 11590 | 12634 | 13770 | 15010 | 16360 | 17833 | 19438 | 21188 | 23095 | 25173 |
| 22 | 11822 | 12886 | 14046 | 15310 | 16687 | 18190 | 19826 | 21612 | 23556 | 25677 |
| 23 | 12059 | 13144 | 14327 | 15616 | 17021 | 18553 | 20223 | 22044 | 24028 | 26190 |
| 24 | 12300 | 13407 | 14613 | 15928 | 17362 | 18924 | 20627 | 22485 | 24508 | 26714 |
| 25 | 12546 | 13675 | 14905 | 16247 | 17709 | 19303 | 21040 | 22935 | 24998 | 27249 |
| 26 | 12797 | 13948 | 15203 | 16572 | 18063 | 19689 | 21461 | 23393 | 25498 | 27794 |
| 27 | 13053 | 14227 | 15508 | 16903 | 18424 | 20083 | 21890 | 23861 | 26008 | 28349 |
| 28 | 13314 | 14512 | 15818 | 17241 | 18793 | 20484 | 22328 | 24338 | 26528 | 28916 |
| 29 | 13580 | 14802 | 16134 | 17586 | 19169 | 20894 | 22774 | 24825 | 27059 | 29495 |
| 30 | 13852 | 15098 | 16457 | 17938 | 19552 | 21312 | 23230 | 25322 | 27600 | 30085 |

Exhibit C1

PALAU COMMUNITY COLLEGE Classified Services III.4 CLASS TITLES BY PAY LEVELS

| Pay Level | Class Title | Pay Range |
|-----------|--|-------------|
| 1 | Food Service Assistant Field Assistant Library Assistant Navigator Crew Research Assistant Security Guard Maintenance Worker | 7800-13852 |
| 2 | Accounting Assistant Clerk-Typist Cook Custodian Media Assistant Resident Assistant Student Activities Specialist | 8502-15098 |
| 3 | Dormitory Advisor Extension Aide Lead Cook Research Aide Security Service Officer | 9267-16457 |
| 4 | Bookstore Clerk Data Service Technician Secretary Senior Clerk Typist Supply Clerk | 10101-17938 |
| 5 | Extension Agent Financial Aid Technician Library Technician Maintenance Technician Security Guard Supervisor | 11010-19553 |

Exhibit C2

| Level | Class Title | Pay Range |
|-------|--|-------------|
| 6 | Senior Extension Aide Senior Research Aide | 12001-21312 |
| 7 | Accounting Technician (General/Payable/Receivable/Payroll) Food Services Coordinator Library Technician Media Specialist Supply/Bookstore Supervisor Security Guard Supervisor Student Services Coordinator Financial Technician College Nurse Secretary | 13081-23231 |
| 8 | Administrative Assistant Executive Secretary Landscaper Work Study Coordinator Registrar | 14259-25321 |
| 9 | Financial Aid Coordinator Financial Aid Counselor Admission Counselor Dormitory Supervisor (For Managers & Students) Dormitory Manager (For students) Data Service Technician Media Technician Student Account Supervisor Accountant/Business Office Supervisor Food Services Supervisor Computer Technician Registration & Data Specialist | 15542-27600 |
| 10 | Student Activities Supervisor Maintenance & Operations Supervisor Researcher horticulturist Researcher aquacultures Architect/Structural Designer Master Canoe Navigator Navigator Crew | 16941-30085 |

PALAU COMMUNITY COLLEGE VI.1 Proposed Management Salary Schedule

PAY LEVEL

| STEP | Α | В | С | D |
|------|-----------------|-----------------|--------|--------|
| 1 | 16,010 | 18,730 | 21,911 | 28,156 |
| 2 | 16,330 | 19,105 | 22,349 | 28,719 |
| 3 | 16,657 | 19,487 | 22,796 | 29,294 |
| 4 | 16,990 | 19,876 | 23,252 | 29,879 |
| 5 | 17,330 | 20,274 | 23,717 | 30,477 |
| 6 | 17 , 676 | 20,679 | 24,192 | 31,086 |
| 7 | 18,030 | 21,093 | 24,675 | 31,708 |
| 8 | 18,390 | 21,515 | 25,169 | 32,342 |
| 9 | 18,758 | 21,945 | 25,672 | 32,989 |
| 10 | 19,133 | 22,384 | 26,186 | 33,649 |
| 11 | 19,516 | 22,832 | 26,709 | 34,322 |
| 12 | 19,906 | 23,288 | 27,244 | 35,008 |
| 13 | 20,305 | 23,754 | 27,788 | 35,709 |
| 14 | 20,711 | 24,229 | 28,344 | 36,423 |
| 15 | 21,125 | 24,714 | 28,911 | 37,151 |
| 16 | 21,547 | 25,208 | 29,489 | 37,894 |
| 17 | 21,978 | 25,712 | 30,079 | 38,652 |
| 18 | 22,418 | 26,227 | 30,681 | 39,425 |
| 19 | 22,866 | 26,751 | 31,294 | 40,214 |
| 20 | 23,324 | 27,286 | 31,920 | 41,018 |
| 21 | 23,790 | 27,832 | 32,559 | 41,838 |
| 22 | 24,266 | 28,388 | 33,210 | 42,675 |
| 23 | 24,751 | 28,956 | 33,874 | 43,529 |
| 24 | 25,246 | 29 , 535 | 34,551 | 44,399 |
| 25 | 25 , 751 | 30,126 | 35,242 | 45,287 |
| 26 | 26,266 | 30,729 | 35,947 | 46,193 |
| 27 | 26,791 | 31,343 | 36,666 | 47,117 |
| 28 | 27,327 | 31,970 | 37,400 | 48,059 |
| 29 | 27,874 | 32,609 | 38,148 | 49,020 |
| 30 | 28,431 | 33,262 | 38,911 | 50,001 |

Exhibit D

IV.3 PALAU COMMUNITY COLLEGE Proposed Designation of Management Positions to Pay Levels

| Pay Level | Position | Salary Range |
|-----------|---|--------------|
| A | All Associate Deans | 16010-28431 |
| | Assistant Project Director Development & Grants Coordinator Director of Admissions & Records Director of Auxiliary Enterprises Director of Computers & Data Processing Director of Financial Aid Director of Learning Resources Director of Physical Plant Director of PNTC Director of Student Life Director of Student Life Director of Training & Development Employment Services Coordinator Institutional Research Analyst Manager, Regional Quality Academy Personnel Manager Public Relations Manager Science Center Coordinator Strategic Planning & Institutional Research System Analyst Training Manager | Coordinator |
| В | Accreditation Liaison Officer Dean of Academic Affairs Dean of Continuing Education Dean of Students Director of Development Director of Finance Director of Human Resource Director of Library of Science Project Director, Talent Search Project Director, Upward Bound | 18730-33262 |
| c | Vice President of Administration Vice President of Ed. & Training Vice President of Coop. Research & Ext. | 21911-38911 |
| D | Land Grant Researchers | 28156-50001 |