

**SUPERIORLAND LIBRARY COOPERATIVE
PERSONNEL POLICY AND PROCEDURE MANUAL**

1. THE SUPERIORLAND LIBRARY COOPERATIVE

- 1.1. *Member Libraries*** The Superiorland Library Cooperative is an organization of public libraries in an eleven-county area including Alger, Baraga, Delta, Dickinson, Gogebic, Houghton, Iron, Keweenaw, Marquette, Menominee, and Ontonagon Counties.
- 1.2. *Board of Directors and Board Meetings*** The Cooperative is governed by a nine-member board representative of its member libraries. The board meets at least 4 times per year, including some 2-way interactive distance meetings. Dates and locations are set at the annual meeting in September. A simple majority (5 members present) constitutes a quorum.
- 1.3. *Legislative Authority and Funding*** The Cooperative is a political subdivision of the State of Michigan formed under the authority of PA 89, 1977. Funding for the Cooperative is derived primarily from State Aid and membership fees from participating libraries.
- 1.4. *Services*** shall be provided by the Cooperative in compliance with the Plan of Service adopted by the Board of Directors and endorsed by a majority of the participating agencies. The Cooperative has a contract with the Upper Peninsula Region of Library Cooperation, Inc. for management of the UPRLC automated library system.
- 1.5. *Nature of Employment*** The information in this manual is general and is not intended as a definitive summary of all personnel policies and practices. Personnel policies and practices may be changed whenever it is deemed necessary by the Board.

2. EMPLOYMENT PRACTICES

- 2.1. *Equal Employment Opportunity*** It shall be the policy of the Superiorland Library Cooperative to provide equal membership/employment/service opportunities to all eligible persons without regard to race, religion, color, national origin, citizenship, age, sex, marital status, parental status, sexual orientation, handicap, membership in any labor organization, political affiliation, and, for employment only, height, weight, and record of arrest without conviction. All personnel policies will be established and administered in light of this commitment.
- 2.2. *Policy Against Sexual Harassment (adopted 29 Sept 03)*** All employees have the right to work in an environment free from intimidation and harassment, including freedom from sexual harassment. The Cooperative prohibits sexual harassment of its employees in any form. Such conduct may result in disciplinary action up to and including dismissal. Specifically, no supervisor shall threaten or insinuate, either explicitly or implicitly, that an employee's submission to or rejection of sexual advances will in any way influence any personnel decision regarding that employee's employment, evaluation, wages, advancement, assigned duties, shifts, or any other condition of employment or career development. Other sexually harassing conduct in the work place, whether

physical or verbal, committed by supervisors or non-supervisory personnel, is also prohibited. This includes sexual harassment through offensive sexual flirtation, advances, propositions, graphic or verbal commentary of a sexual nature, or any other abuse of a sexual nature. It is the responsibility of all employees to report, in writing or verbally, any and all indications or conduct of a sexual nature, which may be interpreted as sexual harassment or discrimination. There will be no retaliation against any employee who, in good faith, reports such conduct. An employee who feels he/she is being harassed by another employee, whether or not a supervisor, should, in appropriate circumstances, report such conduct to the Director of the Cooperative. If this is not appropriate, employees are urged to seek the assistance of the Chairperson of the Superiorland Library Cooperative Board of Directors.

If investigation confirms the allegations, appropriate action will be taken.

2.3. *Drug-Free Workplace (adopted 23 Dec 91; revised 16 Jan 92)*

The Superiorland Library Cooperative has established a Drug-Free Workplace policy in response to requirements of federal law for federal grant recipients. It is the intention of the Cooperative to maintain a drug-free workplace for its employees. The Cooperative will inform employees about the dangers of workplace drug abuse. Conscientious efforts to seek help through counseling, rehabilitation, or similar programs will not jeopardize any employee's job and will not be noted in a personnel record.

2.3.1. It is prohibited for employees to unlawfully manufacture, distribute, dispense, possess, or use a controlled substance on the Cooperative premises or while conducting library business off library premises. Any criminal conviction for drug related activity in the workplace must be reported to the Director no later than five days after conviction. The Cooperative will notify the federal contacting or granting agency from which federal assistance is received, of any criminal convictions of employees for illegal drug activity in the workplace. This notice must be provided within ten days after receiving notice of such a conviction. The Cooperative will impose disciplinary action within 30 days after the date of any notification of conviction. An employee who is convicted for illegal drug activity may be subject to discipline up to and including dismissal, and may be required to seek professional help and/or to participate in an alcohol and/or drug abuse program as a condition of further employment.

2.3.2. In addition, because of the potential for abuse of these substances, unauthorized possession, use, sale, or delivery of controlled substances, on or off library premises while conducting library business may subject the employee to discipline up to and including dismissal.

2.3.3. The Cooperative intends to employ various methods to establish and maintain a drug free awareness program for employees including, but not limited to considering requests by employees and supervisors for training sessions or other programs that will improve drug free awareness.

2.4. *Hiring*

2.4.1. ***Recruitment*** Whenever possible, preference in filling vacancies will be given to persons employed at the Cooperative. Positions will be posted for

five working days for the information and consideration of existing staff members who wish to apply. At the discretion of the administration, position vacancies will be advertised to ensure the availability of a pool of qualified candidates before interviews for the position are scheduled.

2.4.2. Selection The Director will select the most qualified candidate from those interviewed to fill the position based on the requirements of the position, with due attention to educational and technical qualifications, as well as personality, intellectual ability, and general aptitude for the position.

2.4.3. Outside Employment In some circumstances, it may be appropriate that employees hold outside jobs, as long as they meet the performance standards of their job with the Cooperative. All employees will be judged by the same performance standards and will be subject to the Cooperative's scheduling demands, regardless of any existing outside work requirements. If the Cooperative determines that an employee's outside work interferes with performance or the ability to meet the requirements of the Cooperative as they are modified from time to time, the employee may be asked to terminate the outside employment if he or she wishes to remain with the Cooperative. Outside employment that constitutes a conflict of interest is prohibited. Employees may not receive any income or material gain from individuals outside the Cooperative for materials produced or services rendered while performing their jobs at the Cooperative.

2.4.4. Immigration Law Compliance The Cooperative is committed to employing only persons who are authorized to work in the United States and does not unlawfully discriminate on the basis of citizenship or national origin. In compliance with the Immigration Reform and Control Act of 1986, each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility. Former employees who are rehired must also complete the form if they have not completed an I-9 with the Cooperative within the past three years, or if their previous I-9 is no longer retained or valid. Employees may raise questions or complaints about immigration law compliance without fear of reprisal.

2.5. Hiring of the Director

2.5.1. Recruitment The position will be advertised in local, state and national publications, including but not limited to Library Hotline and/or American Libraries Hot Jobs online, MLA Jobline, and Michlib-L.

2.5.2. Applications and Interviews Only written applications will be accepted. Those applications will be reviewed by the Board and the most qualified applicants will be selected for an interview by the full Board or by a committee of the Board if the Board so chooses. The Board may in certain circumstances suspend or change this procedure. The Board may ask candidates to provide a sample of their written skills. References and/or placement folders will be obtained and credentials will be verified' for all candidates selected for an interview.

2.5.3. Selection The Board will conduct an open interview process. From those interviewed the Board will select the most qualified candidate to fill the position.

2.6. Job Classification All positions have been classified so that those requiring similar duties and responsibilities are grouped together. New and vacant positions are classified by the Director before being posted. Employees will be notified of their job classification when they are hired.

2.6.1. Job Descriptions Job descriptions for individual employees are established and classified before the employee is hired and may be changed whenever changes in funding or services or other factors make such changes necessary.

2.6.2. EMPLOYEE CLASSIFICATIONS DEFINED.

2.6.2.1. Full-Time – Administrative Permanent A full-time administrative permanent employee is anyone regularly scheduled to work 40 hours per week. A full-time administrative permanent employee participates in the Cooperative’s Michigan Employees Retirement System Defined Benefit retirement plan. (MERS Division 1 Defined Benefits).

2.6.2.2. Full-Time – General Permanent A full-time general permanent employee is anyone regularly scheduled to work 40 hours per week. A full-time general permanent employee participates in the Cooperative’s Michigan Employees Retirement System Defined Benefit retirement plan. (MERS Division 1 Defined Benefits).

2.6.2.3. Full-Time – Contract A full-time contract employee is anyone regularly scheduled to work 40 hours per week with a limited term contract of employment. The Cooperative contributes to a retirement IRA owned by the employee for full-time contract employees.

2.6.2.4. Part-Time Employee A part-time employee is anyone regularly scheduled to work fewer than 40 hours per week. Part-time employees fall into three categories:

0 – 19 hours per week

20 – 28 hours per week

29 – 39 hours per week

2.6.2.5. Temporary Employees A temporary employee is anyone hired for a period of less than ninety calendar days. Temporary employees are not eligible to receive benefits.

2.6.2.6. UPRLC, Inc. Management Contract Employee A UPRLC Management Contract employee is anyone whose salary is paid, in whole or in part, by the Upper Peninsula Region of Library Cooperation, Inc.. These employees are covered by all provisions of this manual except their salary and retirement benefits. Their salary and retirement benefits shall be determined in whole or in part by the agency that pays their salary. These employees are entitled to participate in the Cooperative’s health and life insurance policies as well as deferred compensation.

2.6.2.7. Probationary employees Newly hired employees and employees who are promoted or transferred to a newly hired position will serve a probationary period of six months.

2.6.2.7.1. Evaluation Probationary employees will be given a written performance evaluation midway through their probationary period and at its end. If the employee's performance is satisfactory at the end of his/her probationary period, he/she will be awarded the position. If the employee's performance is less than satisfactory at the end of the probationary period, the probation may be extended, for a period not to exceed six months.

2.6.2.7.2. Lack of Grievance Procedure New probationary employees are not covered by the grievance procedure and may be discharged, disciplined, or laid off at the discretion of the Director without the right to appeal. Transferred probationary or promoted probationary employees may be disciplined or demoted without the right to appeal.

3. **PERSONNEL RECORDS**

3.1. Contents The Director will keep a record for each employee, which may contain, but not be limited to the following materials: Job application, personal information form, requests for leave, performance evaluations, summary of salary history, commendations, and correspondence or other written communications to or from the employee. Other materials may be filed in the employee's personnel folder at the discretion of the Director as authorized by law.

3.2. Medical Records Employee medical records will be maintained in a file separate from the employee's personnel file.

3.3. Retention of Records Personnel records will be retained for the years required by the General Retention Schedule for Michigan Public Libraries.

3.4. Access Personnel records are kept in a secure location. Employees will have access to their own personnel records at reasonable times in accordance with state law. Other individuals are not allowed access to personnel records except at the discretion of the Director. Personnel files may not be removed from the Cooperative. Employees who wish to review their files must submit a written request to the Director. Employees must be accompanied by the Director, or his/her designee, when reviewing a personnel file. Copies of personnel files may be requested; and, the Cooperative may charge for the cost of copying any personnel records.

4. Performance Evaluation New employees and employees who have been promoted or transferred will be given a performance evaluation at the end of six and twelve months. Thereafter, employees will be given a performance review at least annually.

4.1. Purpose The performance review is intended to achieve the following objectives: To communicate to employees what is expected of them and how they are performing in regard to their job description; To allow employees an opportunity to communicate to their supervisors any problems that are preventing them from performing at their highest level; To improve the employee's performance on the

job; and, To help employees grow and develop the capacity to assume higher levels of responsibility.

- 4.2. *Written Evaluation*** The written evaluation will be signed by both the employee and the supervisor. Signature does not mean that there is agreement with the content, only that the process has been followed and the Director has had the opportunity to discuss the evaluation and recommendations in a timely manner. For probationary employees, the supervisor will also include a special recommendation that they be awarded the position permanently, that their probation be extended, or that they be terminated or demoted.
- 4.3. *File Copy*** A copy of the summary will be given to the employee and filed in the employee's personnel folder.
- 4.4. *Employee Comments*** Any employee who is dissatisfied with the evaluation may discuss it further with the Director. Employees shall have their written comments added to their personnel folder.
- 4.5. *Evaluation of Director*** The Director will be evaluated annually by the Cooperative Board. The Board will invite the Advisory Board of Librarians to name one or more library directors to participate in the evaluation process. The Board may decide to delegate the responsibility to a Personnel Committee.
Revise this section May 2006.
- 4.5.1. *Evaluation Form*** The Board Chair will distribute copies of the evaluation form to the members of the Cooperative Board before July 15th of each year. The forms will be returned to the Board Chair before August 1st.
- 4.5.2. *Director's Self-Evaluation*** The Director will use the evaluation form to prepare a self-evaluation and develop draft goals and objectives for the coming year. The form is to be returned to the chairperson before 1 August
- 4.5.3. *Discussion of Evaluation*** Board Chair will share with the Director the evaluations and recommendations. A copy evaluations will be given to the Director at least 24 hours prior to discussion. The Cooperative Director may revise goals and objectives for the next year as a result of this evaluation process.
- 4.5.4. *Formal Report*** The Chairperson will make a formal report at the September Board meeting. The entire Board will have the opportunity to comment. Director will be present and invited to comment. The Board will then act upon the report and recommendations. At the request of the director, the evaluation will be discussed at a closed meeting.
- 4.5.5. *Final Written Evaluation*** Immediately following the Board meeting, the Board President will discuss the Board's actions with the Director and finalize any changes relative to compensation or responsibilities. The Board President and Director will sign the final written evaluation. Signature does not mean that there is agreement with the content, only that the process has been followed and the Director has had the opportunity to discuss the Committee's report and recommendations in a timely manner.
- 4.5.6. *Filing of Evaluation*** One copy of the evaluation will be retained in the Director's personnel file.

5. SEPARATION FROM SERVICE.

- 5.1. Resignation Notice** Employees who voluntarily resign are required to notify the Director in writing at least two weeks prior to their last day of work. Professional employees are encouraged to give written notice at least four weeks prior to their last day of work. The written notice must state the effective date of the resignation. It is preferred that the written notice also state the reason for resignation.
- 5.2. Layoff** In the event of a long-term lay off or recall, employees shall be laid off or recalled according to their ability to do the work and length of service. If ability to perform the work is equal among employees in the judgment of the Director, seniority will prevail. An employee who is laid off will be paid for the amount of vacation leave and/or Personal Time Off leave to which he/she is entitled at the time of the lay-off.
- 5.3. Notice** Every effort will be made to give employees who will be laid off at least two weeks advance notice in writing.
- 5.4. Exit Interview** The Cooperative wishes to conduct exit interviews with all employees. All employees are required to return equipment, records, supplies, or other Cooperative property prior to separation of employment. Employees will no longer have access to Library Cooperative computers after their last day of employment. Email accounts will be canceled after 60 days.
- 5.5. Death** If an employee dies while in the employ of the Cooperative, the employee's estate will be paid for the unused PTO leave and/or vacation leave to which he/she was entitled at the time of death.
- 5.6. Discipline and Discharge** The Director has the right to establish, change, and enforce reasonable rules for employees to follow. The Director also has the right to warn, reprimand, suspend, discharge, or demote any and all employees who violate these rules. New or amended rules will be published five working days prior to their effective date.
- 5.6.1. Just Cause** After completion of the probationary period, no employee shall be discharged or disciplined without just cause.
- 5.6.2. Procedure** The disciplinary action taken will normally follow the steps outlined below; but steps may be skipped if the frequency with which the problem occurs or the severity of the problem requires more stringent action than would normally be applied.
- 5.6.2.1. Minor or First Time Infractions** Minor or first time infractions of the rules will merit an oral explanation of the rule and/or an oral warning not to repeat the behavior.
- 5.6.2.2. Second Infraction** A second infraction of a rule or multiple first-time infractions of different rules will merit a written reprimand to be given to the employee and filed in the employee's personnel folder-
- 5.6.2.3. Continued Infractions** Continued disregard of the rules of conduct and/or difficulty in performing duties adequately or as assigned will merit a special performance evaluation to discuss the problem with the employee, and to establish remedial actions and a time for re-evaluation, and will conclude with a written report to be given to the employee and filed in the employee's personnel folder.

5.6.2.4. At the discretion of the Director, the employee may be suspended without pay for up to ten days depending on the severity of the problem. The suspension will take place on dates decided by the Director.

5.6.2.5. *Final Step* If the problem has not been solved by the date established, the employee will be discharged. Employees who are discharged are not entitled to payment of unused paid leave: vacation, PTO, or business leave.

5.7. *Grievances* A grievance is a complaint about unsatisfactory, or perceived unsatisfactory, working conditions or unfair treatment of an employee or group of employees.

5.7.1. *Step One* Within three working days of the time a grievance arises, an employee may present the grievance orally to his/her supervisor. The supervisor concerned will try to solve the problems.

5.7.2. *Step Two* If the problem is not solved in step one, the employee may within ten working days present the grievance in writing to his/her supervisor. The written grievance shall state the facts that caused the grievance (including identification of the policy(s) involved), name the employee(s) involved, state the changes desired, and shall be signed by the employee(s). The supervisor shall give the employee a written answer no later than five working days after receipt of the written grievance.

5.7.3. *Step Three* Failing a mutually satisfactory solution, the employee(s) may, within five working days after the receipt of the written answer, meet with the Director to discuss the grievance. The Director will try to resolve the problem.

5.7.4. *Step Four* If the problem is not resolved in step three, the employee(s) may, within seven calendar days after the answer in step three, submit the written grievance to the Director. The Director will give the employee(s) a written answer within seven calendar days from the receipt of the grievance.

5.7.5. *Step Five* If the grievance is not resolved in step four, the employee may, within seven calendar days after the answer in step four, appeal the grievance to the Board Chairperson. A copy of the appeal shall be sent to the Director. Within twenty-one calendar days after the receipt of the appeal, a committee of the Board will meet, giving the employee(s), the supervisor, and the Director a reasonable opportunity to be heard. Notice of the meeting will be given to the employee together with the names of all witnesses and the specified complaint involved. Each party will have the right to present evidence and arguments and a fair opportunity to rebut opposing evidence and arguments. The Board shall render its decision in writing within fourteen calendar days after holding the hearing. The case presented to the Board must in all instances be the grievance presented in steps one, two, three, and four. The decision of the Board will be binding on the employee(s), the Director and the Board.

5.7.6. *Time Limits* Barring any mitigating circumstance, as determined by the Board, any grievance not filed within the prescribed limit, or not advanced to the next step within the time limit in that step, shall be deemed abandoned. If

the supervisor or Director does not answer a grievance within the time limit prescribed above, the grievance will be automatically referred to the next step of the Grievance Procedure. Time limits may be extended if the parties mutually agree to do so in writing.

6. SALARY ADMINISTRATION

6.1. Annual Salary Review Annually the Board will review present salaries, prevailing wages for similar positions in as widespread manner as appropriate, inflation and other economic pressures to determine appropriate salary ranges for each classification.

6.2. Paychecks

6.2.1. Reporting Time Worked Each employee is responsible for recording the number of hours, less lunch or dinner breaks, they work for the day on their time sheets. Time sheets should be filled out in ink and signed by the employee and supervisor.

6.2.2. Deductions All required deductions, such as federal, state, and local taxes, and all other authorized deductions, such as health insurance contributions, deferred compensation contributions, Health Care Savings Program contributions, etc., will be automatically withheld from each employee's paycheck. Employees are encouraged to review their paychecks for errors. If a mistake is discovered, it should be reported to the payroll department immediately.

6.2.3. Deferred Compensation plan Employees are eligible for membership in the cooperative's deferred compensation plan and may elect to have investments automatically deducted.

6.2.4. Garnishments and Wage Assignments Federal and state law require that the Cooperative accept and process legal garnishments, wage assignments, and court order specifying that it must withhold all or part of an employees wages to satisfy indebtedness Documents pertaining to garnishments, liens, and wage assignments may be accepted by the Director or his/her designee.

6.2.5. Paydays Pay periods are semi-monthly on the 1st and 16th of each month. When the 1st or 16th falls on a weekend, payday will be the next regular work day that is not a holiday.

7. WORK CONDITIONS

7.1. Hours of work Employees must receive permission from the Director in order to change their regularly scheduled work hours. On one-half day holidays, employees will work 4 hours.

7.2. Breaks Employees will be allowed a scheduled 15 minute paid break for each 4-hour period worked during the workday. An employee who makes use of personal or business leave or compensatory time during a given 4-hour block of work time will not be entitled to a 15-minute paid break.

7.3. Evening and weekend work Occasionally employees may be scheduled to work weekends and nights.

7.4. Flex Time If requested by the employee, the Director may schedule work hours at times other than the normal work hours, provided the needs of the Cooperative

are met. Under this condition no adjustment will be made for evening or Saturday work.

7.5. Inclement weather conditions (adopted 15 Jan 98)(revised May 4, 2006)

The Superiorland Library Cooperative provides mission critical services to libraries all over the Upper Peninsula. These libraries expect Superiorland staff to be available to support their essential services, even when the local Marquette area is experiencing inclement weather. Under extremely hazardous weather conditions, closing the Cooperative will be at the discretion of the Library Director, or in her absence, the Interlibrary Loan and Library for the Blind Library Assistants. From time to time, the Library Director or person in charge during his/her absence may decide on a two-hour delay, opening the Cooperative at 10:00 am instead of 8:00 am. By 7:30 am, employees will be notified by a telephone chain when the Cooperative will close for the day or will operate a two-hour delay. By 10:30 am, employees will be notified by the telephone chain whether or not the Cooperative will remain closed for the day. The Cooperative expects each employee to take reasonable precautions with regard to s/her own safety in traveling to and from work in bad weather.

7.5.1. Employees who decide that travel is too hazardous during inclement weather may use an earned personal leave day, provided they have given proper notice of their absence. Proper notice is considered to be made if the employee has notified the Library Director or person in charge during his/her absence within one hour of the time the employee is expected to be at work. If weather conditions deteriorate during a work day, the Library Director or person in charge during his/her absence will determine at what time the Cooperative will be closed for the day. Staff who have reported will contact staff members who are scheduled to come in later in the day and inform them the Cooperative is closing

7.5.2. Part-time employees are entitled to two days of paid leave per year to be used only when the library is closed for hours when they are scheduled to work. Foul weather leave can be taken in one-half day increments. Employees will not be paid for unused weather days when they terminate employment.

7.5.3. Work Dismissal If work is dismissed after the scheduled beginning of the workday, employees scheduled to work on that day and actually reporting will be excused for the remainder of the day without a pay deduction. Employees not reporting may make use of vacation or compensatory time, if available, up to the point in time when work is dismissed. Pay will not be deducted for the time after work is dismissed.

7.6. Compensatory time. (adopted 16 Jan 98)

Executive, professional and administrative employees who are exempt from the federal Fair Labor Standards Act (FLSA) may, in special situations, find it necessary to work more than their normal 40 hours a week. Compensatory time may be granted with permission of the Director. Examples of such special situations are, but are not limited to, emergency maintenance at the central computer site or at a library; additional hours when working at out-of-area libraries; and, travel time (in lieu of overnight accommodation). Compensatory time must be earned before it can be taken. Compensatory time does not apply to training or continuing education opportunities.

7.6.1. The Director has the right to schedule earned compensatory time off for employees. When the employee requests use of accumulated compensatory

time, the Director will make every reasonable effort to schedule such time off, unless the time off unduly disrupts operations.

7.6.2. **Procedure:** Prior to working more than 8 hours a day, an employee must inform the Director or, in the absence of the Director, another member of his/her work team of the need to work additional hours. An "Extended Hours Notification" form shall be completed and given to the Superiorland Administrative Assistant as soon as possible. This form provides documentation for accident & Worker's Comp claims, as well as eligibility for compensatory time off.

7.6.3. **Comp time documentation** A "Compensatory Time Certification" form must be completed and submitted to the Superiorland Bookkeeper within 2 working days following the performance of the extended workday or return to the Central site. This compensatory leave time must be used within 30 days of the date earned according to a schedule acceptable to the Director and other members of the work team. Compensatory Time not used within the 30 days will be forfeited. Within 2 days of using compensatory leave time, the employee shall submit a "Compensatory Time Use" form to the Director or designee. Employees will not be paid for unused compensatory time upon termination of employment

8. INSURANCE

8.1. **Health Insurance** All full-time employees, except temporary and probationary employees, are eligible to participate in the Cooperative's Health Insurance plan according to the terms of the contract of the service provider. All participating employees will pay a percentage of monthly premiums as determined annually by the Board.

Full-time General Permanent and Full-time Administrative Permanent employees.

Coverage will include hospitalization, medical, dental and prescription.

Full-time contract employees.

Coverage will include hospitalization, medical, dental and prescription.

Part-time employees who work on 30 to 39 hours a week are eligible for group medical, Rx, and dental insurance for employees. Eligible employees will pay a percentage of monthly premiums as determined by the Board. This policy change shall be effective as of 1 September 2014. *Adopted 17 July 2014*

UPRLC, Inc. Management Contract Employees

Coverage will include hospitalization, medical, dental and prescription. 100% of costs to the Cooperative shall be reimbursed by UPRLC.

8.2. **Life Insurance** Employees who work **30** hours or more per week will be eligible to participate in the non-portable life insurance plan for the employee according to the terms of the contract of the service provider. As authorized by the Board, insurance will be fully paid for all employees working **30** hours per week.

8.3. *Worker's Compensation* Employees are covered by Worker's Compensation as required by law. Employees who are absent from work due to a work related injury or illness may use PTO leave during the first week of their absence. After that date employees will be able to draw on Worker's Compensation. In addition to his/her Worker's Compensation, the employee will receive from the Cooperative an amount sufficient to make up the difference between Worker's Compensation and the employee's semi-monthly income. This will be paid out of the employee's unused personal leave benefits until they are exhausted. PTO leave, vacation leave, business leave and paid holidays will not be earned during unpaid leave. During unpaid leave, MERS service credit will be earned for any month in which the employee works ten 8-hour days.

8.4. *Unemployment Insurance* Employees are covered by unemployment insurance as required by law.

8.5. *Medicare Insurance* Employees hired after March 31, 1986 are covered by Medicare Insurance as required by law.

8.6. *Coverage Conditions*

8.6.1. *Insurance Carriers* The Cooperative has the right to select the carrier and/or to change the carrier for any of its insurance plans. The Cooperative has the right to select the coverage and/or to change the coverage for any of its insurance plans.

8.6.2. *Group Insurance Agreement* All insurance coverage is subject to the terms and conditions specified in the group insurance agreement.

8.6.3. *Insurance Changes* It is the responsibility of the employee to inform the Director of the desire for coverage or any change in status that may affect their insurance coverage.

8.6.4. *Termination* All employer paid insurance coverage will be discontinued on the date the employee's services are terminated or the day the employee begins a leave of absence without pay. Employees on unpaid leave of absence may extend coverage according to the terms of the contract of the service provider at the expense of the employee.

9. *RETIREMENT BENEFITS*

9.1. *Full time—General Permanent and Full-Time Administrative Permanent employees and non-contract employees who work ten 8-hour days a month or more* participate in the Cooperative's Defined Benefit Municipal Employee Retirement System (MERS). Benefit provisions: Benefit B-2 F55 with 25 Years of Service, FAC-5 (5 Year Final Avg. Compensation), eight (8) Year Vesting, Benefit E-2 Annual Increase for future retirees. Employees pay 4.7% of their annual salary pretax toward MERS.

9.1.1. MERS service credit will be earned for any month in which the employee is paid for ten 8-hour work days.

9.2. *Full-time contract employees or UPRLC management contract employees.* The Cooperative and/or UPRLC, Inc. will contribute to an employee-owned IRA account. The Cooperative and/or UPRLC will contribute an amount agreed upon in the employee's contract or hiring agreement.

9.3. **Probationary employees** are not covered by a retirement plan until they have successfully completed their probationary period. The first payment to an IRA account will cover all earnings retroactive to their first day of work.

9.4. **Temporary employees** are not entitled to retirement benefits.

10. Post-Employment Health Care Savings Program (Refer to the Cooperative's HCSP Participation Agreement)

- 10.1. Before-tax Employee Contributions to the HCSP Sub-Trust shall be made monthly that represent a mandatory salary reduction for Full-time **General Permanent and Full-time Administrative Permanent** employees (MERS Defined Benefits Division 1). These salary reductions and contributions to the HCSP Sub-Trust shall be from 1 to 50% of each employee's salary.
- 10.2. New employees added on or after 1 May 2011 shall enter the program at the minimum contribution level for his/her division.
- 10.3. An increase in the contribution level percentage for all employees in a division may be made by Employer by completing a new participation agreement. This agreement shall set the contribution level percentage for all participating employees in the division.
- 10.4. Before-tax Employer Contributions to the HCSP Sub-Trust shall be made that represent a mandatory conversion of any paid leave or severance pay to which the employee is entitled, including, but not limited to vacation, holiday, Personal Time Off (PTO) leave, or severance amounts that would otherwise be paid out to a cash contribution. As of the date of termination, 100% of entitled vacation leave shall be converted and contributed to the HCSP Sub-Trust. As of the date of termination, a percentage of PTO leave that is based on years of service shall be converted and contributed to the HCSP Sub-Trust. (See "Payment of PTO Leave" schedule below in this manual.) As of the date of termination, 100% of severance amounts shall be converted and contributed to the HCSP Sub-Trust.
- 10.4.1. Notwithstanding the mandatory contributions described in this manual and in the HCSP Participation Agreement, each employee may cash out some of the value of accrued leave or severance, except that the employee must notify the Cooperative at least 2 weeks prior to the last date of employment how much he/she wants to cash out. The balance of the leave bank and severance shall otherwise be contributed to the HCSP Sub-Trust.
- 10.5. Post-tax Employee Contributions may be made by eligible employees, which shall be credited to the Employees' individual accounts.
- 10.6. The Program Administrator shall remit all Employer and Employee contributions on a monthly basis to MERS along with the Participation Report.
- 10.7. Employees must notify the Program Administrator of any changes to the voluntary contribution amount at least one week prior to the payroll date.

PAID LEAVE.

On the day the employee returns to work, he/she shall file a certificate of absence with the Cooperative Administrative Assistant who will maintain a record of leave earned and used. The certificates will be retained until one full year after the

employee’s separation from employment. **PTO leave, vacation leave, and business leave are not earned when an employee is on unpaid leave.**

11. Personal Time Off (PTO) Leave Full-time **General Permanent and Full-time Administrative** permanent and contract employees and UPRLC management contract employees earn one-half (1/2) day of PTO leave for every pay period in which the employee works more than five (5) days. This is equivalent to one (1) day per month, not to exceed twelve (12) days per year.

- 11.1. PTO leave may accumulate up to 240 days.
- 11.2. **Unearned PTO leave** After six months of employment, PTO leave may be taken in advance of its being earned, provided the borrowed time does not exceed five days. If employment is terminated, unearned borrowed PTO leave will be deducted from the employee's paycheck.
- 11.3. **Conditions** In order to be paid for PTO leave an employee must notify his/her immediate supervisor prior to or within an hour after the employee is scheduled to begin work.
- 11.4. Employees will be notified once a year as to the number of accumulated PTO days on record.
- 11.5. **Payment of PTO Leave (adopted 21 Sept 2001)**

Full-time General Permanent and Full-time Administrative Permanent and contract employees who retire or terminate their employment while in good standing will be compensated for a limited number of earned unused PTO leave on a scale based on the number of years of employment. For example, an employee who has worked 8 years may receive 50% of his/her hourly rate upon separation for up to 90 days of earned unused PTO leave. The maximum compensation for PTO leave will be 180 days at 50% of the employee’s hourly rate upon separation. Compensation for unused PTO leave is included in the **Full-time General Permanent and Full-time Administrative Permanent** employee’s Final Average Compensation and reported to MERS.

YEARS OF SERVICE	MAXIMUM # DAYS FOR % OF HOURLY RATE COMPENSATION	UPON SEPARATION
3	36	10%
4	48	15%
5	60	25%
6	72	35%
7	84	40%
8	90	50%
10	110	50%
12	135	50%
15+	180	50%

UPRLC, Inc. Management Contract Employees or other Contract Employees who retire or terminate their employment while they are in good standing will be compensated for a limited number of earned unused PTO leave on the same scale as other full-time employees, which is based on the number of years of employment, and the percentage of the employee's salary and benefits that are being paid by the Cooperative at the time of separation of employment. Example: At the time of separation, 75% of Employee A's salary and benefits are paid by the Superiorland Library Cooperative. Employee A has worked for the Superiorland Library Cooperative for 3 years. Superiorland Cooperative will pay 75% of Employee A's current hourly rate times 10% and times the number of hours of unused PTO leave up to 36 days.

12. Vacation Leave

Full time General Permanent Full Time Administrative Permanent and contract employees and UPRLC management contract employees: After the successful completion of six months of continuous employment with the Cooperative and promotion from probationary status, each employee earns 1.25 vacation days for each month of employment, [15 days per year] retroactive to the employee's first day of employment. After 5 years of continuous employment, employee earns 1.67 vacations days for each month [20 days per year].

Temporary employees will not receive vacation leave.

Part-time employees will receive vacation leave based on the hours worked per week. (adopted 25 Nov 97)

20 – 28 hours per week	5 days per year
29 – 39 hours per week	10 days per year

- 12.1. Vacation leave will not increase the number of hours part-time employees are scheduled to work in the week the vacation falls.
- 12.2. Additional leave may be granted at the discretion of the Board. Current employees who receive more than the leave for their classification will not have their leave reduced when this policy is revised.
- 12.3. Paid leave cannot be earned during a period that an employee is on unpaid (1) Worker's Compensation, (2) Family Medical Leave, or (3) a Leave of Absence.
- 12.4. **Scheduling** Vacation leave must be requested in advance and approved by the Director. Vacations may be taken throughout the year but not at times that would interfere with the efficient operation of the Cooperative. Employees should submit requests for vacation time off as far in advance as possible. Vacation requests will be granted on a "first come, first served" basis. When conflicts in scheduling arise, consideration will be given to the needs of the Cooperative, the employee, and the employee's seniority.
- 12.5. **Conditions** Vacation leave may not be taken until it is credited; however, the Director may, in exceptional circumstances, grant an exception to this requirement.

12.6. *Payment of Vacation Leave* Upon retirement or termination in good standing full-time employees will be paid for up to two years of unused Vacation Leave. Compensation for unused Vacation Leave is included in the Full-time **Administrative Permanent and Full-time General Permanent** employee's Final Average Compensation and reported to MERS. Part-time employees will be paid for up to one year of unused leave, including leave that may have carried over from the prior year.

12.6.1. *Unused personal leave for part-time employees.* Part-time employees may carry over one day of leave for 2.5 days into the next year. This will not reduce the number of days of leave in the new year.

13. *Holidays*

Full-time Administrative Permanent and Full-time General Permanent and contract employees and UPRLC management contract employees will receive holiday pay for the following holidays: New Year's Eve or the day after New Year's Day, New Year's Day, one-half day Good Friday, Memorial Day, 4th of July, Labor Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Eve or the day after Christmas, and Christmas Day. When any of the holidays listed above falls on a Saturday, the holiday will be observed on the previous Friday; and, when any of the holidays listed above falls on a Sunday, the Monday following will be observed as the holiday.

Temporary employees do not receive paid holidays.

Part-time employees who work less than 40 hours a week will receive five paid holidays: New Year's Day, Memorial Day, 4th of July, Labor Day and Christmas Day.

(adopted 25 Nov 97)

Probationary employees will receive paid holidays based on their classification.

14. *Holidays* Paid holidays that fall within a scheduled vacation will not be charged against earned vacation.

14.1. Holidays will not increase the number of hours part-time employees are scheduled to work in the week the holiday falls.

14.2. Paid holidays falling within a scheduled vacation period will not be charged against earned vacation.

14.3. ***Accumulation for part-time employees.*** A part-time employee who accumulates the maximum of one year of leave will be given one day of leave for every 5 days over one year that was accumulated in the previous year. This personal leave day will not affect the new leave balance.

15. *Business Leave* **Full-time Administrative Permanent and Full-time General Permanent** and contract employees and UPRLC Management Contract Employees will be credited with two business leave days on October 1. Business leave must be used before the end of the benefit year and must be scheduled as needed by employees with the approval of their supervisor. Employees will not be paid for unused business leave upon termination of employment.

16. *Funeral Leave* Upon request, full-time employees may be granted a paid leave of absence for up to three days immediately following a death in the employee's

immediate family. Immediate family shall be defined as father, mother, wife, husband, son, daughter, sister, brother, father-in-law, mother-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, grandmother, grandfather of the employee or spouse, grandchildren, first cousin, aunt, uncle, nephew, niece, or anyone living in the employee's household. Employees requiring additional funeral leave may use other personal or business leave.

17. *Jury Duty* Employees who are called to serve and do serve on jury duty shall be paid the difference between the employee's regular pay rate and jury duty pay that the employee receives from the court, excluding mileage and travel fees. The employee should provide the Cooperative with the receipt for jury duty received from the court. An employee who is excused from jury duty is expected to return to work at the Cooperative if more than 90 minutes remain in the work day; although the employee's combined hours of work and jury duty should not exceed eight hours for that day.

18. *Military Duty* An employee on military leave for service in the Armed Forces of the United States shall be reinstated upon completion of service in accordance with the requirements of the applicable laws of the United States.

19. *Professional Development Leave to attend conferences, meetings, workshops* Employees who wish to attend professional, educational, and work-related meetings, workshops, and courses during regularly scheduled hours of work shall request leave in advance from the Director. Employees may be granted leave with pay and the employee may be reimbursed for all or a portion of registration, travel, and hotel expenses at the discretion of the Director. Approval will depend on budget considerations, workload constraints, relationship of the activity to job responsibilities, the employee's membership in the organization sponsoring the activity, and previous conference time granted to the employee. Compensatory time does not apply to professional development opportunities.

20. *Family Medical Leave*

The Family Medical Leave Act (FMLA) provides 12 weeks of unpaid leave over 12 consecutive months to eligible employees for certain family and medical reasons.

Definitions

Eligible employee: One who has worked 1,250 hours in the previous 52 weeks. An employee is expected to provide 30 days advance notice when the leave is 'foreseeable' to be eligible for family and medical leave.

Covered family and medical reasons:

1. To care for the employee's child after birth or after placement of a child with the employee for adoption or foster care.
2. To care for an immediate family member (spouse, child, or parent) with a serious health condition.
3. To take medical leave when the employee is unable to perform the functions of his/her position because of a serious health condition.

Serious health condition: An illness of a serious and long term nature resulting in recurring or lengthy absences. Treatment of such an illness would occur in a hospital, hospice or residential medical care facility or would consist of continuing care provided by a licensed health care provider.

- 20.1. The employer requires medical certification to support a request for leave because of a serious health condition and may require second, at the employer's expense, to determine FMLA eligibility.
- 20.2. Calculation of leave: Eligible employees can use up to 12 weeks of leave during any 12-month period. The Cooperative will use a rolling 12-month period measured backward from the date an employee uses any FMLA leave. Each time an employee uses leave, the Cooperative will compute the amount of leave the employee has taken under this policy and subtract it from the 12 weeks, and the balance remaining is the amount the employee is entitled to take at that time. For example, if the employee has taken 5 weeks of leave in the past 12 months, he/she is eligible for an additional 7 weeks under this policy.
- 20.3. Maintenance of benefits: Time taken under the FMLA will be paid through the use of an employee's unused personal leave or business leave or compensatory time until all earned leave is exhausted. Employees will then receive unpaid leave for the balance of the 12 weeks. PTO leave, vacation leave, business leave, paid holidays and under some circumstances retirement benefits will not be earned during unpaid leave. In compliance with the FMLA, the Cooperative will maintain the full-time and part-time employee's group health insurance coverage in accordance with normal, established procedures and premium-sharing during the 12-week FMLA leave. During unpaid leave, MERS service credit will be earned for a month in which the employee works ten 8-hour days.
- 20.4. Job Restoration: An employee who uses family or medical leave under this policy will be restored to the same job or a job with equivalent pay, benefits, and other employment terms.
- 20.5. Extensions: The Cooperative will grant a twelve (12) week extension for any employee qualifying under the FMLA. Employees granted extensions under this provision will be required to pay the full premium for the group health insurance coverage. Employees wishing to continue their health coverage must pay their share of the insurance before the start of each benefit month.

UNPAID LEAVES OF ABSENCE

21. *Personal leave of absence* A personal leave of absence without pay and fringe benefits for a period not to exceed three months may be granted at the discretion of the Director. Employees shall request the leave in writing at least 30 days in advance and shall state the reason for the leave, the date the leave will start, and the date the employee will return to work. Regular full-time employees granted a leave of absence may continue insurance coverage at their own cost. Employees wishing to continue their health coverage must pay their share of the insurance before the start of each benefit month. Such leave shall not extend leave provided under the FMLA.

22. **Short term leave of absence** A short-term leave of absence for a period not to exceed thirty days may be granted at the discretion of the Director. Such leave shall be without pay but all other benefits will continue in effect. Employees shall request the leave in writing at least 10 days in advance and shall state the reason for the leave, the date the leave will start, and the date the employee will return to work. Such leave shall not extend the leave provided under the FMLA.
23. **PTO leave, vacation leave, business leave, paid holidays will not be earned** during unpaid leave. MERS service credit will be earned for any month in which the employee works and is paid for ten 8-hour days.

24. EMPLOYEE RESPONSIBILITIES AND PRIVILEGES

24.1. *Professional attitudes and conduct*

- 24.1.1. **Customer Service** All employees are expected to give a high standard of service to all patrons, librarians, and visitors.
- 24.1.2. **Employee's Public Conduct** It is expected that the conduct of all employees toward the public, librarians, visitors and each other will reflect favorably on the image of the Cooperative.
- 24.1.3. **Employee's Conduct** Employees are expected to conduct themselves in a businesslike manner at all times avoiding any behavior that will interfere with their or any other employee's ability to work efficiently and accurately or that might damage the Cooperative's equipment, furniture, property or premises.
- 24.1.4. **Acceptable Behavior** Since it is not possible to list all types of permitted or prohibited behavior, employees and supervisors are expected to use common sense and good judgment in implementing all rules.
- 24.1.5. **Radios** Employees may listen to the radio or music as long as it does not interfere with their or with any other employee's ability to work efficiently and accurately.
- 24.1.6. **Smoking** No smoking is allowed in any work or break area.
- 24.1.7. **Personal Business** Employees should conduct personal business (reading, writing letters, e-mail, Internet access, etc.) during breaks or lunch periods.
- 24.1.8. **Computer Software** No employee other than the Network Administrator or his/her designee is permitted to load software onto computer equipment of the Cooperative.
- 24.1.9. **Supervisors Open Door Policy** Supervisors are expected to welcome inquiries and suggestions from employees.
- 24.1.10. **Current Information** Each employee is responsible for providing the Director with a current address, telephone number and an emergency contact.
- 24.1.11. **Use of supplies, and equipment.**
- 24.1.11.1. **Equipment.** Employees may use designated Cooperative equipment during non-working hours at the discretion of the Director provided such use does not interfere with any work-related use of the equipment and provided no additional expense is incurred. The Cooperative maintains a database to check-out equipment.

- 24.1.11.2. Keys and Equipment.** Employees are responsible for all keys and equipment given in trust and the return of same upon termination of employment.
- 24.1.11.3. Privacy Concerns and E-mail.** E-mail and other computers provided by the Cooperative are to be used for business purposes only. Any personal use shall be allowed only during the employee's personal time. All computer pass codes must be available to the Cooperative at all times. The Cooperative reserves the right to enter, search, and monitor the computer files or e-mail of any employee, without advance notice.
- 24.1.12. Reimbursement.** Employees will be reimbursed actual costs up to the state rate for mileage, lodging, and meals if asked to travel on behalf of the Cooperative. Travel reimbursement rates will be determined by the Cooperative Board. Receipts are required.
- 24.1.12.1. Employees should ask for the state rate for lodging.
- 24.1.13. Personally owned vehicles. (adopted 17 May 90)**
Superiorland Library Cooperative shall pay deductible insurance costs up to \$500. for an employee involved in a nonchargeable accident in a personally-owned vehicle (POV) when that POV is being used for company business at the time the accident occurs. Paying more than one deductible for each employee is discretionary and shall require Board action.
- 24.1.13.1. **Insurance.** It is mandatory that all employees using their POVs on company business shall carry minimum statutory Michigan no-fault insurance coverage. Any loss or change in insurance must be provided immediately to the Cooperative. If an employee does not carry the minimum insurance, he/she shall not use his/her vehicle on company business.
- 24.1.14. Credit cards. (adopted 24 March 97)**
An employee may use the Superiorland or UPRLC credit card only for the purchase of goods or services for the official business of the Superiorland Library Cooperative or UPRLC, Inc.
- 24.1.14.1. The employee using the credit card must submit documentation detailing the goods or services purchased, cost, date of the purchase, and the official business.
- 24.1.14.2. The employee issued the card is responsible for its protection and custody and shall immediately notify the Director and/or issuing bank if the card is stolen or lost.
- 24.1.14.3. The employee must immediately surrender the card upon termination of employment.

SUPERIORLAND LIBRARY COOPERATIVE PERSONNEL MANUAL

EMPLOYEE ACKNOWLEDGMENT FORM

The Superiorland Library Cooperative Personnel Policy Manual describes important information about the Cooperative and I understand that I should consult the Director regarding any questions not answered in the manual. Since the information, policies, and benefits described here are necessarily subject to change, I acknowledge that revisions to the manual may occur. All such changes will be communicated through official notices, and I understand that revised information may revise existing policies. I acknowledge that this manual is neither a contract of employment nor a legal document. I have received the manual, and I understand that it is my responsibility to read and comply with the policies contained in this manual and any revisions to it.

_____ **DATE:** _____

EMPLOYEE'S NAME (Typed or Printed)