

VALLEY LIBRARY CONSORTIUM

PERSONNEL POLICIES AND PROCEDURES MANUAL

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**VALLEY LIBRARY CONSORTIUM
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0.0 DEFINITIONS

The words and phrases below have the following meanings for this PERSONNEL POLICIES AND PROCEDURES MANUAL; Consortium refers to the Valley Library Consortium:

- 0.1 Applicant.** A person who has filed an application or submitted a resume for consideration of employment with the Consortium.
- 0.2 Board.** Refers to the governing body of the Valley Library Consortium consisting of seven (7) directors.
- 0.3 Classification.** A position or group of positions defined by detailed specifications as to duties, responsibilities, experience, training, educational background required and designated by a title indicative of the type of work.
- 0.4 Continuous Service.** Service from the date an employee last began work for the Consortium uninterrupted by termination or resignation for any reason.
- 0.5 Contractual Employee.** A person who is hired by the Consortium and whose terms and conditions of employment, including wages and fringe benefits, are subject to the terms and provisions of an exclusive employment contract or agreement entered into between the employee and the Consortium.
- 0.6 Executive Director.** The person employed by the Board to act as the chief executive officer of the Consortium with powers, duties, and responsibilities as delegated to him/her by the Board as allowed under applicable Michigan Law.
- 0.7 Exempt Employee.** Consortium executive, administrative, or professional employee who, because of duties and responsibilities, salary and job provisions of the Michigan Minimum Wage Laws and Federal Fair Labor Standards Act.
- 0.8 Full-Time Regular Employee.** An employee who is employed by the Consortium for an indefinite period of time and who is normally and regularly scheduled to work at least forty (40) hours per week.
- 0.9 Job Description.** A written listing of a position's duties, responsibilities, qualifications and skill requirements.
- 0.10 Minimum Qualifications.** Minimum job related hiring or promotional standards for each position established by the Consortium Personnel Committee that must be met by an applicant prior to placement or promotion. These standards may include, but are not necessarily limited to: education, training, previous work experiences with the Consortium or with other employers, licenses, or special certification.
- 0.11 Nonexempt Employee.** A Consortium employee who is not exempted from coverage under applicable overtime provisions of the Michigan Minimum Wage Laws or Federal Fair Labor Standards Act.
- 0.12 Part-Time Regular Employee.** An employee who is employed by the Consortium for an indefinite period of time and who is normally and regularly scheduled to work less than forty (40) hours per week, but at least 20 hours per week.
- 0.13 Position.** Group of current duties and responsibilities assigned by the Executive Director and specified under the job description for the position, and which requires the full-time, or part-time, or temporary employment of one (1) person.
- 0.14 Promotion.** The moving of an employee from one (1) position to another position with greater responsibilities and more difficult duties, with a higher rate of pay than the previous position.
- 0.15 Temporary Employee.** An employee who is employed for a temporary period of time and who may be scheduled to work irregular hours daily or weekly, or to work up to forty (40) hours per week during the temporary period of employment.

0.16 Transfer. The movement of an employee to a position of similar or lesser responsibility and equivalent or less duties, with the same or lower rate of pay than the position from which transferred.

1.0 INTRODUCTION

1.1 Purpose

The purpose of this manual is to establish personnel policies and procedures pertaining to the orderly operation of the Consortium. The policies and procedures contained in this manual are guidelines and, as such, they do not constitute nor are they to be construed as constituting a contract of employment existing between any employee and/or the employees of the Consortium. The Consortium, at its sole option, may change, delete, suspend or discontinue any part or parts of the policies in this Manual at any time without prior notice. Any such action shall apply to existing as well as future employees with continued employment being the consideration between the employer and employee. Employees may not accrue eligibility for monetary benefits (provided for in writing) that they have not earned through actual time spent at work. Employees shall not accrue eligibility for any benefits, rights, or privileges beyond the last day worked. No one other than the Consortium Board may alter or modify any of the policies in this Manual. No statement or promise by a supervisor, manager, or department head may be interpreted as a change in policy nor will it constitute an agreement with an employee.

Should any provision in this Employee Manual be found to be unenforceable and invalid, such finding does not invalidate the entire Employee Manual, but only the subject provision.

1.2 Equal Employment Opportunity

The Consortium is an equal opportunity employer whose policy is to select personnel and conduct all personnel activities without regard to religion, race, sex, color, national origin, age, height, weight, marital status, or handicap condition. (Refer to Section 2.5 for further information regarding handicaps.)

1.3 Interpretations of Manual's Provisions

Until further notice, specific exceptions to and day to day interpretations of these policies and procedures may be made by the Executive Director and will be in writing over his/her signature.

1.4 Scope

These Personnel Policies and Procedures apply to all employees of the Consortium. These Personnel Policies and Procedures do not apply to outside contractors who are providing services through contractual agreement with the Consortium as they are not considered employees of the Consortium.

1.5 Contracts

Where provisions of this manual differ from the provisions of an existing individual written employment contractual agreement between the Consortium and an employee of the Consortium, the provisions of such contract will control. All other provisions of this manual shall apply.

1.6 Revision

The Board reserves solely unto itself the right, in its sole discretion, to amend, change, alter, add to, delete from, or to completely abolish any or all of the provisions contained in this Personnel Policies and Procedures Manual at any time.

1.7 At Will Employment Relationship

The only things required for employment, compensation, advancement, and benefits are performance and a good team attitude; however, all employment at the Consortium is "at will." In other words, the employee can terminate

employment with us at any time, for any or no reason whatsoever, with or without cause or justification, and with or without any prior notice or warning - the Consortium reserves the same right and option.

1.8 Personnel Director

The Executive Director shall have responsibility for establishing, maintaining, and coordinating all personnel functions and actions.

1.9 Confidential Nature of Manual

This manual is the property of the Consortium and is copyrighted. It is a confidential and proprietary document of the Consortium, which is not to be copied. It is for the exclusive use of Consortium personnel.

2.0 SELECTION

2.1 Selection Policy

It shall be the policy of the board to recruit and select the most qualified person for the position of Executive Director of the Consortium.

2.2 Size of Work Force

The Board is responsible for the creation of all positions consistent with needs and budgetary limitations. The Board is responsible for initiating layoffs and ordering recalls, based upon the recommendations of the Executive Director.

2.3 Recruitment

The Executive Director shall be responsible for the recruitment of all Consortium personnel, consistent with the Consortium's selection policy.

In order to attract qualified applicants for employment openings, the following procedures shall be followed:

- a. There will be a public posting of the vacant or new position to all Consortium members.
- b. Concurrent with the public posting, positions may be recorded with the other agencies and/or organizations dealing with the employment.

The Executive Director shall be responsible for the development and preparation of the job notices and advertisements. Posted job notices shall contain the job title, job summary, minimum qualifications and the phrase, "an equal opportunity employer."

2.4 Applications

Persons desiring employment with the consortium may be asked to complete an application and/or to submit a resume to the Executive Director.

2.5 Handicapped Persons

Applicants with handicaps that would require the Consortium to make reasonable accommodation to the condition to enable the applicant to perform the duties of the job for which employed will be given the following notice at the date of employment. (See Appendix A)

2.6 Screening

Following the deadline for submission of application, the Executive Director, with possible assistance from Personnel Committee, shall determine which applicants possess qualifications that meet the position's minimum qualifications. Further screening may be requested to show proof of any education, skills, license or certification required to perform the job.

2.7 Interviews

Interviews will be conducted by the Executive Director and may include assistance from the Personnel Committee. The interview will be conducted to further evaluate the training, experience, and skills of the applicant, as well as to inform the applicant of the salary, benefits, organizational structure, and other relevant information about the position.

2.8 Personnel Records

A personnel file shall be maintained for each employee containing information necessary for effective personnel administration. The file may contain such documents as the application for employment and/or resume, beneficiary information, orientation reports, letters of commendation, record of training, record of positions held, record of leaves, and retirement information, physician's reports, record of physical examinations, medical documents, reports of injuries, insurance records, etc. Employees are requested to notify the Executive Director of any changes in their dependent status (i.e. marriage, birth of children, etc.), address or person to notify in case of emergency within five working days after such changes occur. Employees shall receive copies of additions to their files. The Consortium shall not be liable for any damages resulting to an employee and/or the employee's dependents as a result of the employee's failure to so notify the Executive Director of such changes. The personnel file is maintained by the Executive Director. Employees are given the opportunity to periodically review their records and to receive copies of items therein in accordance with state statutes. Employees seeking to review their files must prearrange the time, date, and site of such a review. A supervisory employee must be present during the review. Original copies of any item contained in the file may not be removed or altered in any way by either the employee or the supervisor during this review. Any changes or removals must have prior written approval of the Board, but then only after formal application of the employee requesting the action to be taken.

Information contained in the employee's personnel file will be released to others only upon the employee's written authorization or as otherwise provided for by state law. Personnel files shall not be removed from Consortium offices without the express and written permission of the Board.

2.9 Hiring Decision

The Board has final authority in hiring the Executive director. The Executive Director has the final authority in hiring all other Consortium employees.

3.0 EMPLOYMENT

3.1 Orientation

All new employees, on the first day of employment, will complete the necessary forms. The Executive Director and/or a designee will review general work rules and policies with the employee. Each new employee will review the personnel policies and procedures manual and sign a receipt attached as Appendix C indicating he/she has received a copy, has had the opportunity to read it, ask and have answered any questions regarding it, understands it, and agrees to abide with its provisions.

3.2 Introduction Period

- a. Length of introductory time: New employees and employees who are promoted or transferred to a new position will have an introductory period of six months in which to determine whether his/her work meets the Consortium standards.

- b. Evaluation: Introductory employees will be given a written performance evaluation midway through their introductory period and at its end. If the employee's performance is satisfactory at the end of his/her introductory period, he/she will be awarded the position. If the employee's performance is slightly less than satisfactory, the introductory period may be extended for an additional time not to exceed six months. PLEASE UNDERSTAND THAT COMPLETION OF THE INTRODUCTORY PERIOD DOES NOT GUARANTEE CONTINUED EMPLOYMENT FOR ANY SPECIFIED PERIOD OF TIME, NOR DOES IT REQUIRE THAT AN EMPLOYEE BE DISCHARGED ONLY FOR "CAUSE" BECAUSE OUR EMPLOYMENT RELATIONSHIP IS "AT WILL".
- c. Lack of grievance procedure: During their introductory period, new employees are not covered by the grievance procedure (see 9.0 Dispute or Grievance Procedure) and may be discharged, disciplined, or laid-off at the discretion of the Executive Director without the right to appeal. Transferred introductory or promoted introductory employees may also be disciplined or demoted without the right to appeal.

3.3 Performance Evaluation

- a. After an employee has completed any introductory period, he/she will be given a performance review at least annually. A satisfactory evaluation does not alter the at will nature of the employment relationship.
- b. The performance review is intended to achieve the following objectives:
 - 1. To communicate to employees what is expected of them and how they are performing in regard to their job description.
 - 2. To allow employees an opportunity to communicate to their supervisors any problems that are preventing them from performing at their highest level.
 - 3. To improve the employee's performance on the job.
 - 4. To help employees grow and develop the capacity to assume higher levels of responsibility.
 - 5. To provide accurate and reliable information to make important personnel decisions including pay increases, training promotion, and if necessary, termination.
- c. Procedure:
 - 1. The supervisor, in consultation with the employee, will complete a performance review or evaluation form.
 - 2. The written summary will be signed by both the employee and the supervisor.
 - 3. A copy of the summary will be given to the employee and filed in the employee's personnel folder.
 - 4. Any employee who is dissatisfied with the evaluation may discuss it further with the Executive Director. Employees may have their written comments added to their personnel folder.

3.4 Length of Service

Length of service is the period of continuous and unbroken employment with the Consortium dating from the most recent hiring date. The length of service for VLC employees hired originally through Saginaw Valley State University shall be from that original hire date at SVSU.(added sentence 112107)

Should a part-time employee's status be changed to that of full-time employee, length of part-time service shall be converted to full-time service by dividing hours of work performed as a part-time employee by 40. The full-time service date shall then be adjusted forward in accordance with the conversion formula.

3.5 Loss of Length of Service

An employee shall lose his/her length of service for reasons which include, but are not limited to:

- a. Resignation
- b. Discharge
- c. Retirement

d. Death

3.6 Standards of Conduct

By accepting employment with the Consortium, the employee has a responsibility to the Consortium and to his/her fellow employees to adhere to various rules of behavior and conduct. The purpose of these rules is not necessarily to restrict the employee's rights, but rather to articulate what conduct is expected and necessary. When each employee is at least aware that he or she should be able to depend upon fellow workers to follow the rules of conduct, then the Consortium will be a better place to work for everyone.

3.7 Unacceptable Activities

Generally speaking, the Consortium expects each employee to act in a mature and responsible way at all times. However, to avoid any possible confusion, some of the more obvious unacceptable activities are noted below. Obviously, the list is for informational purposes only, it is non-exhaustive, and in no way is to be construed or interpreted as modifying our "at will" relationship. The employee's avoidance of these activities will be to the Consortium's and employee's mutual benefit. If the employee has any questions concerning any work or safety rule, or any of the unacceptable activities listed, please see the Executive Director for an explanation.

Occurrences of any of the violations or types of violation listed in paragraph 8.0, because of their seriousness, may result in immediate dismissal without warning. Because our relationship is "at will", the Consortium may, in its sole and exclusive discretion, take action short of discharge; such as verbal warning, written warning or suspension without pay, or it may immediately begin termination procedures. Conduct which may also prompt termination includes the following.

- a. Being absent from work for three consecutive working days without personally notifying the Executive Director during that period of the reason for the absence and the projected return to work date. The Executive Director retains the right to give consideration to any circumstances which an employee claims inability to personally notify because of extenuating circumstances. Regardless, such notification, or such inability to notify does not constitute automatic excused absence. Such determination is left to the sole discretion of the Executive Director.
- b. Failure to return to work within three working days at the expiration of an approved leave of absence.
- c. Failure to return to work within fourteen working days after notice of the recall from layoff of work. Such notice shall be made by registered letter to the employee's last known address as registered by that employee in his/her personnel file. The employee shall have three days after receipt of such letter to notify the Consortium of his/her intention to return. Failure to so notify the Executive Director shall result in loss of length of service.
- d. If a full-time employee is continuously laid-off by the Consortium for a period of time equal to his/her length of service or for a period of three (3) years, whichever is the least amount of time. Exceptions to this policy may be made at the discretion of the Board.

3.8 Transfers and Promotions

When a vacant position occurs, there will be a posting of the opening as stated in Section 2.3 - Recruitment - and current qualified Consortium employees within the department will be eligible to apply. Promotions and transfers are based upon job related skill, ability, education, past job performance, and past work reliability. The selection decision will be based on the qualifications of the applicants.

3.9 Layoff and Recall to Work From Layoff

In the event the Board determines that the staffing level is to be reduced or the Executive Director recommends such, the Board shall make the final determination. Employees will be laid-off and recalled based upon qualification and the needs of the Consortium. In general, the order of layoff within the affected job classifications shall be as follows:

- 1. Temporary employees.
- 2. Part-time employees.

3. Full-time employees.

4.0 HOURS OF WORK

4.1 Standard Work Day and Week

The Consortium's normal business hours are from 8:00 a.m. to 5:00 p.m. Monday through Friday. Although individual work schedules may vary, the normal work week for Consortium regular full-time employees is forty (40) hours. The Consortium reserves the right to alter the starting and quitting times, and the hours of work per day and per week at any time. This provision shall not be construed by any person or persons as a guarantee of any number of hours of work per day, per week, per month, or per year.

4.2 Recording of Hours

Hourly employees shall record their hours worked by using the forms provided. Employees shall record their time and give them to the Executive Director for approval.

4.3 Lunch Breaks/Dinner Breaks

Employees are allowed an unpaid lunch or dinner break of not less than one half (1/2) hour during each eight (8) hour day at the time scheduled by the Executive Director.

4.4 Rest Breaks

Each employee working a full day shall be allowed two (2) fifteen minute rest periods daily as scheduled by the Executive Director. Rest breaks may be staggered between employees by the Executive Director so as not to curtail services to the members of the Consortium. Rest periods shall be considered working time and may not be added to the lunch or dinner period or accumulated in any manner.

4.5 Absence

Employees are expected to be conscientious about reporting for work as scheduled and using personal days. An employee is considered to be absent if he/she is not present for work during his/her work hours.

An employee who is absent or who expects to be absent for any reason is required to notify his/her Executive Director within 15 minutes after the normal starting time. An absence may be excused or unexcused. If the Executive Director determines that the employee's absence or tardiness is due to illness, injury, or some other reasonable cause, the employee's time of absence or tardiness may be charged to an appropriate leave at the discretion of the Executive Director. If the Executive Director determines that the employee's absence is unexcused, the employee will not be paid for the time missed from work and may be subject to disciplinary action up to and including discharge. Unacceptable attendance at work may subject an employee to disciplinary action up to and including discharge.

4.6 Tardiness

An employee is considered tardy if not at work and ready to begin work immediately at the scheduled reporting time. A tardiness may be excused or unexcused.

Employees reporting to work late, or returning late from a break or lunch period, will be docked for time lost. Tardiness is not acceptable and may subject an employee to disciplinary action including discharge.

4.7 Overtime Work and Pay

It is the Consortium policy that employees who are not exempt from coverage under appropriate state and/or federal wage and hour laws and regulations will not normally work in excess of 40 hours in a weekly pay period. If work in excess of forty (40) hours in a weekly pay period is necessary, the employee must have prior authorization from the Executive Director. Employees responding to emergency conditions do not need prior authorization.

4.8 Severe Weather (revised 4/20/05)

The Executive Director shall determine whether the Consortium offices should close for severe inclement weather. The Executive Director will notify employees scheduled to work.

If the Executive Director closes the Consortium offices, then full-time regular employees will receive their normal pay for the closed period. Part-time employees may be allowed to make up the closed hours with the approval of the Executive Director.

5.0 COMPENSATION

5.1 Compensation of Employees

The Consortium Board of Directors shall set and/or confirm all wages and salaries.

5.2 Job Descriptions

Job descriptions are written descriptions of each job held in the Consortium. Descriptions shall include a class title, a general statement of duties and responsibilities, typical examples of duties performed, and minimum qualification requirements, and whether the position is exempt or non-exempt.

Job descriptions are written by the Executive Director and may be reviewed and/or revised by him/her from time to time. In preparing and/or revising job descriptions, several factors may be considered, such as, but not necessarily limited to

- a. Input from employees
- b. Consistency with Consortium job descriptions.
- c. Legal requirements.
- d. Equal employment opportunity guidelines requiring work related qualifications.

If an employee feels his/her duties have changed during the year, he/she may request in writing that his/her job be reviewed to determine if a change is necessary. Changes will be approved in the job description only if, in the opinion of the Executive Director, an employee's duties have changed significantly.

Upon request, employees will be given a copy of their own job description. Candidates interviewed for job openings will also be given a copy of the job description. Duties listed in the job descriptions are meant as a general guide and are not all inclusive. An employee may be asked to perform tasks not specifically listed in the job description.

5.3 Pay Plan

All salaries must be set by the Board but may be based on the recommendations of the Executive Director.

Part-time employees will be paid on an hourly basis.

A temporary employee may be paid on either an hourly or salary basis at a rate as determined by the Consortium Board.

5.4 Computation of Length of Service for Pay Adjustment Purposes

Although time spent on an approved leave of absence is credited towards continuous length of service, it is not credited towards pay increases.

Part-time service is not credited.

5.5 Payroll Periods

Pay periods run from Sunday through Saturday of the following week. Employees are paid by check bi-weekly no later than the Friday following the end of the pay period.

Payroll deductions are made as required by federal and state law, or by court order, or as authorized by the employee and approved by the Executive Director. Other deductions may be made for reasonable purposes if approved by the Board of Directors.

5.6 Wage Advances

The Board will not advance money to employees against wages unearned or currently being earned by them.

5.7 Severance Pay

At its sole discretion, the Board may authorize severance pay for any employee.

6.0 SAFETY

On the job injuries, even minor ones, must be reported immediately to the immediate supervisor or Executive Director by the injured employee. An accident report shall also be completed and submitted to the Executive Director within 24 hours. Off duty injuries serious enough to require medical attention or cause a loss of time from the job must also be documented with an injury report.

7.0 EMPLOYEE GUIDELINES

7.1 Political Activity

Employees are free to express their wishes and desires concerning political activity. Employees may neither use their Consortium position for any political purposes nor engage in political activities during working hours. Banned political activities during working hours include wearing political buttons, soliciting political contributions, displaying political bumper stickers on Consortium vehicles or property, or distributing political materials.

7.2 Personal Phone Calls

Employees are permitted to make brief personal local calls. While such calls are permitted, employees are asked to exercise discretion and to keep such calls to a minimum, in terms of both frequency and duration.

Employees are permitted to make brief personal long distance phone calls with permission from the Executive Director. Such calls, however, must be billed to the employee's home phone, personal credit card, or other third party billing.

7.3 Collections, Solicitations

Employees shall not collect donations or sell merchandise to member libraries or the general public during working hours or on Consortium premises.

7.4 Petitions

Employees shall not circulate petitions, political or other, during working hours.

7.5 Personal Mail

Employees may send and receive personal letters or packages, with the Executive Director's permission, through the Consortium's mail facilities at employee's expense. Employees shall not use Consortium letterhead or Consortium's postage for personal use.

7.6 Outside Employment - Full-time Employees

a. Consortium Policy:

No regular full-time employee shall hold a full-time job, or its equivalent in addition to regular full-time Consortium employment. Supplementary employment is not encouraged but is permitted under the following conditions:

1. The additional employment must in no way conflict with the regular full-time employee's hours of Consortium employment, or in quantity or interest conflict in any way with satisfactory and impartial performance of Consortium duties.
2. The regular full-time employee must secure the written approval of the Executive Director before engaging in any regular part-time or full-time supplementary employment.
3. Approval of a request shall extend only to the place of employment, hours, and other conditions specified in the request. A new request must be submitted if the regular full-time employee wishes to change his/ her outside employment or business activity.
4. The regular full-time employee shall keep the Executive Director informed of contemplated changes in supplementary employment.

b. Continuation of Regular Duties:

Regular full-time employees who wish to engage in supplemental business activities must continue to satisfactorily perform all duties and responsibilities.

1. Business activity is deemed to include the participation in or affiliation with any commercial activity, except solely by investments, for the purpose of financial gain.
2. Consortium rules may place additional employment restrictions on certain regular full-time employees other than those that are required of Consortium regular full-time employees in general.

c. Supplemental Outside Employment Restrictions:

Employees may not:

1. Solicit supplemental employment business in the course of performing Consortium work.
2. Utilize Consortium facilities, equipment, telephones, supplies, motor vehicles, or materials in their supplemental work.
3. Use annual leave to permit the accomplishment of supplemental employment unless the annual leave has been previously approved.
4. Regular full-time employees may not engage in more than twenty (20) hours of supplemental employment in any scheduled work week, pass days excluded, if employed full-time (40 hours weekly).
5. Perform such work while on a medical or disability leave.
6. Perform such work during the employee's scheduled working hours.
7. Perform work which will constitute a real or apparent conflict of interest with the regular full-time employee's duties. Supplemental employment with persons or organizations engaged in work regulated by the Consortium will be viewed as a potential conflict of interest.

d. Revocation of Approval:

Approval for supplemental employment shall be revoked for any of the following reasons:

1. The outside employment or business activity is adversely affecting the regular full-time employee's work with the Consortium.

2. Violating any restrictions in 7.6 c.
3. When supplemental employment for regular full-time employees who work in areas which require irregular or overtime hours interferes with the availability of the regular full-time employee to work those irregular or overtime hours.

7.7 Gifts and Gratuities

No employee may directly or indirectly accept for himself/herself or for another, any gift from a person or firm that does business or seeks to do business with the Consortium.

This policy does not refer to occasional courtesies which are extended to all Consortium employees and which are presented with the knowledge and approval of the Executive Director.

7.8 Personal Use of Consortium Equipment

The personal use of Consortium equipment, machines, tools or supplies, or personal use of Consortium labor is prohibited unless specifically authorized by the Board. The Executive Director may make specific exceptions in special circumstances, but she/he may not make blanket exceptions or indefinite exceptions.

7.9 Consortium Security

Authorized personnel are issued keys to restricted areas where private records of the Consortium are kept. Keys are not to be loaned to any other employee or person except by authorization of the Executive Director.

No employee shall have in his/her possession an unauthorized key. No employee shall have a key duplicated. An employee with an unauthorized or duplicate key in his/her possession will be subject to discharge.

No employee shall give any passwords to any other employee or person except by authorization of the Executive Director.

7.10 Employment of Relatives

The Consortium may only hire relatives of current Consortium employees for temporary positions. Present employees who become married to other present employees may continue their employment, although every effort shall be made to avoid placing such employees in a supervisor/subordinate situation.

7.11 Confidential Information

Employees shall not release confidential library records as defined in MCLA §397.602 or other non-public information about the Consortium, its employees or its activities to the press or to others unless authorized to do so by the Consortium Board or Executive Director.

8.0 MISCONDUCT

8.1 Purpose of Guidelines to Conduct

The Board has established guides to employee conduct that are deemed necessary to insure the orderly and efficient operation of Consortium business.

8.2 Guidelines for Employee Conduct

The following list of guidelines for employee conduct are NOT intended to be all inclusive. All work rules, regulations and guides to conduct shall be posted or otherwise made available in the work area. A violation of any of the following guidelines to employee conduct may subject the violator to disciplinary action up to and including discharge.

- a. Violation of any of the rules, procedures, or guides to employee conduct set forth at any place in this manual.

- b. Unauthorized possession of property belonging to employees, the Consortium or visitors.
- c. False statements on the employment application, giving false information at the time of employment, or falsifying other personnel records.
- d. Immoral conduct or indecent behavior on Consortium premises.
- e. Conviction of a felony.
- f. Provoking or instigating a fight, or fighting during working hours or on Consortium premises.
- g. Possession or drinking of any alcoholic beverages on Consortium premises or during normal working hours, or reporting for work under the influence of alcoholic beverages.
- h. Sale, distribution, possession, or use of illicit or illegal drugs or narcotics on Consortium premises or during working hours, or reporting for work under the influence of such. Employees must not report for duty under the influence of any marijuana, or other controlled substances, or medication, including those prescribed by a doctor, that may in any way adversely affect their alertness, coordination, reaction, response, or safety.
- i. Falsification of Consortium records.
- j. Insubordination; failure to perform duties in the manner prescribed or refusal to carry out the reasonable instructions from immediate supervisor; failure to accept work schedule as assigned.
- k. Doing any kind of work for personal gain while on medical leave unless approved by the Board.
- l. Violation of or disregard of common safety practices.
- m. Misuse, abuse, waste, or destruction of the Consortium's property or the property of an employee.
- n. Engaging in horseplay or scuffling where an injury or property damage may result.
- o. Failure to observe parking and traffic regulations on premises.
- p. Being tardy or absent, or being absent without authorization.
- q. Contributing to unsanitary conditions or poor housekeeping.
- r. Causing the loss of material or parts due to carelessness.
- s. Wasting time, loitering, or leaving place of work during working hours without permission.
- t. Posting, altering or removing any matter on bulletin boards or Consortium property unless specifically authorized.
- u. Gambling on work time or Consortium premises.
- v. Use or possession of another employees property or equipment without the employee's consent.
- w. Threatening, intimidating, coercing, or interfering with fellow employees.
- x. Distributing written or printed matter of any type on Library premises unless approved by the Board or Executive Director.
- y. Making false or malicious statements about any employee or the Consortium.
- z. Restricting output.

- aa. Sleeping on the job.
- bb. Unauthorized possession of firearms or explosives.
- cc. Abusive language to the public.
- dd. Release of confidential information.
- ee. Operation of a motor vehicle or other equipment during working hours, in a reckless or wanton manner likely to endanger persons or property.
- ff. Unauthorized use of Consortium equipment.
- gg. Failure to report all accidents and injuries as soon as possible.
- hh. Falsifying time records or pay slips.

8.3 HARASSMENT, POLICY PROHIBITING

The Consortium intends to provide a work environment that is pleasant, healthful, comfortable, and free from intimidation, hostility or other offenses which might interfere with work performance. Harassment of any sort, racial, sexual, verbal, physical, visual or otherwise, during the scope of employment, will not be tolerated.

Harassment can take many forms. It may be, but is not limited to: words, signs, jokes, pranks, intimidation, physical contact, or violence. Harassment is not necessarily just racial or sexual in nature.

Sexual harassment is broadly defined as unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of sexual nature. This conduct will be unlawful when:

- a. Submission to the conduct is explicitly or implicitly a term or condition of an individual's employment;
- b. Submission to or rejection of this conduct is basis for employment decisions;
- c. This conduct has the purpose or effect of substantially interfering with an individual's work performance or creates an intimidating, hostile or offensive work environment.

Employees, without any fear of reprisal, are required to bring any form of unlawful harassment to the Board's or Executive Director's attention by completing the complaint report attached as Appendix D. Upon knowledge or request, the Consortium Board or Executive Director will investigate the circumstances of any person who believes that he/she is the object of harassment and review the results of the investigation with the person. However, false and maliciously made reports will, likewise, not be tolerated.

Disciplinary action, up to and including discharge, will be taken against any employee engaging in unlawful harassment.

[Note: The adoption and implementation of this policy does not compromise or in any way alter the "at will" employment relationship existing between the Consortium and its employees.]

9.0 DISPUTE OR PROBLEM RESOLUTION PROCEDURE

9.1 Purpose

The purpose of the dispute or problem resolution procedure is to provide a means for employees who are subject to the provisions of this Personnel Policies and Procedures Manual to voice complaints in an orderly manner so that such complaints may be addressed and resolved in a timely manner.

9.2 Eligibility

Only employees who are subject to the terms and provisions of this Personnel Policies and Procedures Manual or agreement are eligible to use the procedure for presenting and resolving disputes concerning their work related actions.

9.3 Definition of Problem or Dispute

A dispute is a complaint alleging misapplication of a provision of this manual, or a complaint regarding a working condition subject to the provisions of this manual, or a work related problem arising out the application of the provisions of this manual.

9.4 Procedure

Step One: An employee wishing to discuss a problem or who has complaint must approach the Executive Director within three working days following the action initiating the complaint and attempt to settle the difference on an informal basis. It is the employee's responsibility to assure that the Executive Director is aware of the nature and seriousness of the problem or complaint. An earnest effort shall be made to satisfactorily settle the problem or complaint in this manner.

Step Two: If the problem or complaint is not satisfactorily resolved at Step One, the employee may reduce the problem or complaint to writing with all the facts outlined and present to the Personnel Committee within three working days after Step One. The Personnel Committee will have seven working days from the date of receipt within which to give the employee a written answer.

Step Three: If the problem or complaint is not satisfactorily resolved at Step Two, the employee may file a written position statement with the Board. The statement, if filed, must be filed within seven (7) working days from receipt of the Personnel Committee's written answer given in Step Two. The Board will consult with the Personnel Committee upon the receipt of the written position statement filed by the employee. The Board may act on the problem or complaint at any time, but not later than 60 calendar days following the meeting during which the problem or complaint was heard. The Board's decision will be the final and official ruling of the Consortium. The Board reserves the right to meet personally with the employee.

9.5 Representation

The employee may elect to have counsel, at his/her expense, at the hearing before the Board for advice and consultation only, but must advise the Consortium of this action at the time the request for a hearing is filed. The employee shall be granted necessary and reasonable absence from work for scheduled meetings with the Executive Director, the Personnel Committee, and the Board, and shall be paid for time missed from actual scheduled work for such absence.

9.6 Group Problem or Complaint

If more than one employee have a common problem or complaint, they may use this procedure as a group.

9.7 Freedom From Reprisal

Employees shall be free to use this procedure without restraint, interference, coercion, discrimination or reprisal. An employee, whether acting in an official capacity for the Consortium or on any other basis, shall not interfere with, or attempt to interfere with another employee's exercise of his/her rights under this procedure.

10.0 TERMINATION

10.1 Resignation

Employees who plan to resign voluntarily should notify the Executive Director of their intention in a letter. The letter should state in the employee's own words the reason for resigning and the effective date of resignation. The Board requests that employees submit the letter at least 30 calendar days before the effective date of resignation to allow time for hiring a replacement and effecting a smooth transition.

10.2 Discharge

Prior to termination of an employee, the Executive Director will meet with the affected employee concerning his/her intention to terminate, the reasons for termination, and give the affected employee an opportunity to respond to the reasons given for termination.

Following termination, the terminated employee shall be entitled to a hearing before the Board of Trustees after being advised in writing as to the nature of any charges of misconduct that were made against him/her and the names of the witnesses and the nature of any other evidence to support such charges.

10.3 Death

In the event of the death of an employee while on duty, the primary responsibility for contacting members of the family rests with the Executive Director.

Unless distance precludes attendance at the funeral, the deceased employee's immediate supervisor and his/her close friends will be allowed to attend the funeral.

The Consortium's administrative offices shall have the necessary insurance forms completed and will assure that final checks shall be sent to the proper survivor.

10.4 Exit Interview

In order to document the reasons for turnover with the Consortium, each terminating employee will meet with the Executive Director for an exit interview. During this interview, the employee will be given the opportunity to explain the reason(s) for leaving. Any items belonging to the Consortium will be turned in at this time. The necessary termination forms will be completed and filed in the employee's personnel file. If an employee does not wish to give a reason for leaving, the fact will be noted on the form.

If the employee is not available for an exit interview, the forms must still be completed noting the employee was unavailable for the interview.

11.0 TRAVEL

11.1 Mileage

The use of an employee owned vehicle on Consortium business must be approved by the Executive Director. Employees using their personal vehicle for Consortium business will be reimbursed at the then current United States Internal Revenue Service (I.R.S.) allowable reimbursement rate. Travel must be documented on a travel voucher and submitted to the Executive Director's office by the end of the pay period in which the expense was incurred, if possible.

Traffic and/or parking fines will not be reimbursed and no employee will be reimbursed for travel from his/her home to their place of regular employment.

11.2 Lodging

Employees will be reimbursed for reasonable actual expenses incurred for lodging while on approved Consortium business. Employees must obtain receipts for lodging and document all expenses on the travel voucher.

When an employee on travel status shares a hotel or other lodging with other travelers, reimbursement to the traveler will be as follows:

- a. If hotel or other lodging is shared with one or more travelers who receive no travel reimbursement from the Consortium, reimbursement will be at the single occupancy rate of the hotel or motel, regardless of the number of persons and/or rooms occupied. The single occupancy rate should be noted on the receipt.
- b. If hotel or other lodging is shared with one or more travelers who do receive travel reimbursement from the Consortium or any other institution, reimbursement will be divided equally depending upon the number of persons.

11.3 Meals

Employees will be reimbursed for reasonable actual expenses incurred for meals while on approved Consortium business. Employees must obtain receipts for meals and document all expenses on the travel voucher. No reimbursements shall be made for alcoholic beverages.

11.4 Gratuities

It is recognized that gratuities are a necessary expense of doing business. Reimbursement shall be granted, but in no case shall exceed 15% of a valid charge.

11.5 Other Expenses

Reimbursement for other expenses, such as baggage handling, tolls, taxis, public transportation, and other attendant expenses, will be allowed. Under no circumstances will expenses of a personal nature be included in a charge against public funds.

The reimbursement for the use of taxis or other forms of public transportation shall be limited to trips necessary for the conduct of official Consortium business.

11.6 Travel Vouchers

Travel vouchers, available from the Executive Director, will be completed to include the following information:

- a. Date and time of departure from Consortium office.
- b. Date and time of return to Consortium office.
- c. Purpose of trip.
- d. Total distance traveled in miles, if driven.
- e. Meals: Breakfast, lunch and dinner. Only reasonable expenses for meals will be reimbursed based on the per diem schedule in effect.
- f. Receipts for all meals, lodging and other expenses incurred on the trip.
- g. Amounts of travel advance, if any.

11.7 Travel Advance

Employees may request a travel advance from the Executive Director to cover anticipated travel expenses. The employee is required to fully complete and submit the travel voucher upon return from the trip. The amount of the advance should be noted on the travel voucher. Any money received in excess of actual expenses must be returned to the Consortium.

11.8 Reimbursement for Spouses or Other Individuals

Travel expenses of husbands, wives, or other individuals who accompany Consortium employees shall not be reimbursed by Consortium funds.

12.0 EMPLOYEE BENEFITS

Generally, if the employee is full-time, he/she may be able to enjoy all of the benefits described in this manual as soon as you meet all eligibility requirements for each particular benefit.

Generally, if an employee is part-time, he/she may enjoy only those benefits which are expressly required by law. To receive benefits made available by the Consortium, employees must first meet all the minimum requirements set forth by law and in the benefit plan(s).

No benefits are available to the employee during the Introductory Period, except as otherwise expressly required by law. Temporary employees are eligible for benefits as defined in Section 12.2

12.1 Vacation

The Consortium grants employees holding regular positions paid vacation time as follows:

a. Regulations and definitions - Accrual

1. Regular full-time employees accrue paid vacation at a rate of 15 hours per month, or one hundred eighty hours (22.5 days) per year.
2. Part-time employees accrue vacation time at a rate of .04 hour per hour worked after having worked for the Consortium for twelve (12) months.
(rev. 12-17-2008). Vacation time accrues during time worked and during paid absences covered by sick time and vacation.
3. Vacation days for full-time employees may not be accumulated in excess of 180 hours. (Employees who worked for the Consortium under the policies of Saginaw Valley State University may carry forward whatever hours were accrued at time of hire by the Consortium, but must become compliant with this policy within 5 years.) Vacation time for part-time employees may not be accumulated in excess of 90 hours. (rev. 4.19.00)
4. Accrued time is available for use during the calendar month in which it is accrued.
5. Vacation accrual for partial calendar months of employment (which can occur during first or last month of employment and during the month in which a leave of absence begins or ends) is calculated on the basis of the effective date of said occurrence according to the following table:

<u>Effective Date</u>	<u>Start of Employment or Return from Leave</u>	<u>End of Employment or Start of Leave</u>
1 – 10	100% accrual	No accrual
11 – 20	50% accrual	50% accrual
21 – end	No accrual	100% accrual

7. Except as provided in (6) above, an employee will not accrue any paid vacation time during any leave of absence or during any calendar month in which he/she is absent without pay for 15 or more working days. During any calendar month in which he/she is absent with pay for fewer than 15 but more than seven work days, he/she shall accrue 50% of the accrual as provided in (1).
8. Time worked as overtime will not be counted when calculating accrual or rate of accrual.

b. Compensation for Vacation Time.

Employees shall be paid during vacation periods on the basis of the normal work week for classification of work on which they are normally employed, and at the rate of pay prevailing at the time the vacation is taken.

c. Temporary Employees.

Temporary employees shall not be entitled to vacation pay or leave unless approved by the Board.

d. Separation.

Upon separation from Consortium employment, an employee shall be paid for his/her unused vacation, if he/she has worked at least one thousand forty hours (1,040) for the Consortium. Unused vacation shall not be added to an employee's length of service. Compensation for unused vacation will be paid at the rate prevailing on the employee's last working day. **TERMINATION VACATION IS NOT AUTHORIZED.** Termination vacation means that an employee cannot finish out employment using remaining vacation. However, use of vacation or sick leave is allowed at the discretion of the Executive Director. (rev. 11-6-02)

e. Holidays Falling During Vacation.

If a holiday, as defined in this manual, falls within an employee's vacation period, it shall not be counted as a vacation day unless the employee was scheduled to work on the holiday.

f. Vacation Schedules.

Vacation schedules for employees shall be developed by the Executive Director and must have his/her approval. It shall be the practice of the Executive Director to schedule vacations over as wide a period as possible in order to obviate the need for temporary increases in personnel. Vacation may be taken in increments of one-half (1/2) day with advance approval of the Executive Director.

12.2 Holidays

Full-time employees and temporary employees working full-time are eligible for paid holidays. Part-time employees will earn holiday leave on a pro-rated basis. Part-time employees hired after July 1, 2003 will not receive paid holidays. (rev. 7/16/03)

When any holiday falls on a Saturday, the holiday is observed on the preceding Friday; when any of the holidays falls on a Sunday, the Monday following will be observed as the holiday.

An employee must work at least one hour immediately before and one hour immediately after a holiday or submit a physician's certificate of illness for payment of the sick leave.

Holidays recognized by the Board may be found in Appendix B.

12.3 Personal Days

Full-time regular employees of the Consortium shall be entitled to four (4) paid Personal Days in accordance with the following:

- a. An employee may use his/her personal leave in one (1) hour increments, or in any combination of one (1) hour increments.

- b. The employee must make his/her request for the personal leave to his/her Department Head at least one (1) calendar day prior to the requested time off. A shorter period of previous request may be considered in cases involving unusual circumstances.
- c. Requests for personal leave shall only be granted in keeping with the efficient operation of the Consortium's operations.
- d. Any unused personal leave hours remaining at the end of the calendar year shall be forfeited.

12.4 Accumulated Sick Days

- a. Full-time regular employees earn Sick Leave pay benefits rate of 8 hours for each full month (96 hours per year) of service. An employee is allowed to accrue his/her sick leave credits into a bank of 960 hours maximum.
- b. Part-time employees normally scheduled to work 20 or more hours per week, accrue sick time on a proportionate basis. Part-time employees hired after July 1, 2003 and working 20 hours or more per week will accrue sick time at a rate of .025 hour per hour worked. (rev. 7/16/03) Employees normally scheduled to work less than 20 hours per week do not accrue paid sick time. A part-time employee who works 20 hours or more per week is allowed to accrue his/her sick leave credits into a bank of 240 hours maximum. (rev. 6.21.00)
- c. Hours accrued may be used by the employee in either of the two (2) following ways.
 - 1. An employee may leave the accrued hours in the bank and if he/she has ten (10) or more years of service at the time of his/her termination of employment, he/she will be paid for twenty five percent (25%) of such accumulation at the time of termination or within a reasonable amount of time thereafter; or
 - 2. An employee may use the accrued hours as paid sick leave time for time missed from regularly scheduled work when benefits under both the Short Term and Long Term Disability Insurance Programs are not payable.
- d. Use of Sick Leave: In case of illness or injury, the employee shall promptly notify the Executive Director within fifteen minutes after the normal starting time. A certificate from a physician may be required as evidence of illness before compensation for the period of illness is allowed.
- e. If an active employee with ten (10) or more years of service dies, the Employer will pay 25% of the deceased's unused sick leave credits to the beneficiary(ies) whom he/she had designated for this purpose in writing with the Employer. If no beneficiary(ies) had been so designated, the Employer will pay said amount to the deceased's estate.
- f. Sick leave may be used by the employee for himself/herself or the immediate family, defined as members of the household, dependents & parents.

12.5 Bereavement Leave

In the event of death in the regular full-time employee's immediate family (spouse, child, brother, sister, parent, parent-in-law, grandparent, or significant other), the employee shall be excused without loss of pay on the days which he/she has been scheduled to work, for a period not to exceed three days during the period of time beginning with the day of the death and extending no later than the day after the funeral.

12.6 Military Leave

An employee who is a member of a military reserve unit or a member of the Michigan National Guard and is ordered to participate in training sessions and/or perform state emergency duty shall be entitled to a leave of absence. All benefits will continue, provided that the leave of absence does not exceed thirty (30) days. During this period the employee shall be paid the difference between his/her military pay and his/her regular pay for the days missed from work and during which the employee was actively engaged in the training and/or emergency activities

with the unit provided that appropriate documentation such military service is provided to the Board. Employees should notify the Executive Director of the military obligation as far in advance as possible.

12.7 Jury Duty (revised 4-20-05)

In the event that a full-time regular employee is drafted for jury duty or when a party defendant in an action originating from performance of his/her work duties or when serving as a non-party witness under subpoena then the employee shall be paid the difference between the jury duty stipend and his/her regular pay.

Part-time employees will not be paid for jury duty, but may be allowed to make up the lost hours with the approval of the Executive Director.

12.8 Leaves of Absence

Occasionally, for medical, personal, or other reasons, the employee may need to be temporarily released from the duties of the job, but may not wish to submit his/her resignation. Under certain circumstances, the employee may be eligible for an unpaid leave of absence. An unpaid leave of absence may be granted for a minimum of one (1) day and a maximum of six (6) months. If Family and Medical Leave (FMLA) applies, the Consortium requires this leave be applied for and taken concurrently, subject to re-evaluation at the conclusion of such leave. Once exhausted, any differential then available may be applied for as a continuation of unpaid leave.(rev. 4.19.00)

Subject only to the dictates of FMLA, you must apply in writing for an unpaid leave of absence, setting forth the reason for the leave, the date on which you wish the leave to begin and the date on which you will return to active employment with the Consortium.

Unless otherwise expressly required by law, a leave will be granted only when operating conditions at the Consortium permit.

The employee must adhere to all the requirements set forth in the following sections. Failure to do so may result in alterations of the employee's employment status or termination of your employment.

- a. Approval:** All leaves of absence must be approved by the Executive Director.
- b. Application:** All leaves of absence shall be without pay. The employee shall generally submit his/her request for leave of absence a minimum of seven (7) calendar days prior to the leave date to the Executive Director who shall have disapproval authority. (rev. 4.19.00)
- c. Disability Leave:** If an employee has exhausted his/her accumulation of sick leave, he/she may apply for disability leave to cover his/her period of disability. Medical evidence of disability shall be required.
- d. Military Leave:** The Consortium shall observe the provisions of controlling State or Federal regulations regarding military service veteran's re-employment rights.
- e. Special Leave:** An employee may request a special leave of absence for any reason not specified elsewhere subject to the approval of the Executive Director.
- f. Extension:** An employee may request an extension of a leave of absence in writing to the Executive Director. Approval, if given, will be in writing.
- g. Benefits:** No benefits shall be earned or accrue to an employee during an unpaid leave of absence.
- h. Continuous Length of Service :** Time spent on an approved leave of absence up to one year shall be counted towards an employee's continuous length of service.
- i. Return From Leave of Absence :** When granted a leave of absence, the employee commits himself/herself to returning to work immediately at the end of the leave. If an employee fails to return to work at the expiration of a leave of absence, or approved extensions thereof, the failure to return shall be considered a resignation from Consortium employment. (See Section 3.6 f)

12.9 Family and Medical Leave Act

As part of its personnel policies, the Consortium adopts and incorporates by reference the language of Title 1 of the Family and Medical Leave Act of 1993, as may be amended from time to time by Congress. The following is a general overview.

a. Eligibility.

All employees who have been employed for at least twelve (12) months and have worked at least 1,250 hours during the twelve months immediately preceding the beginning of requested leave are eligible for a leave of absence under the Family and Medical Leave Act (“FMLA”) for up to 12 work weeks in any consecutive 12-month period. Each time an employee takes such a leave, the employee’s remaining entitlement would be any balance of the 12 weeks which has not been used during the immediately preceding 12 months.

b. Reasons for Leave.

A leave under this policy (“FMLA Leave”) may be taken for any of the following reasons:

1. The birth and newborn care of an employee’s child;
2. The placement of a child with an employee for adoption or foster care;
3. In order to care for an employee’s spouse, child or parent who has a serious health condition; or
4. Because of a serious health condition that renders the employee unable to perform the essential functions of the job.

c. Serious Health Condition

“Serious health condition” as defined by the law, generally means an illness, injury, impairment of physical or mental condition which involves inpatient care at a medical facility or absence from work for more than three calendar days for an incapacity that requires continuing treatment (or supervision) by a licensed health care provider. According to the FMLA regulations, a “serious health condition” means an illness, injury, impairment, or physical or mental condition that involves one of the following: inpatient care, absence plus treatment, pregnancy, chronic conditions requiring supervision, and multiple treatments for non-chronic conditions.

d. Pay and Benefits During Leave.

FMLA Leave will be unpaid, but the employee’s coverage under the Consortium’s group health plan will be maintained during the leave with the employee paying the same portion of the cost of such coverage as if the employee were not on leave. Vacation time, sick leave and other paid leaves will not accrue during FMLA leave.

e. Substitution/Use of Paid Leave

In the event of an employee’s serious health condition, the Consortium requires that an employee use all accrued sick and personal time and medical leave of absence time according to the Consortium’s short term disability policy, for all or part of the FMLA Leave period. If leave is requested because of newborn care, placement of a child, or a family member’s serious health condition, the employee will be required to use all accrued vacation time and all accrued sick and personal time for all or part of the FMLA Leave period.

f. Special Rules for Leave for Birth, Adoption or Foster Care Placement.

An employee’s entitlement to leave for the birth or placement of a child expires 12 months after the birth or placement.

g. Requests for Leave (see forms section)

Requests for leave must be submitted in writing to the Executive Director. For planned medical treatment or for the birth or placement of a child, requests must be made at least 30 days before the leave is requested to begin. If unforeseen events made 30 days' notice impossible or impractical, then notice must be given within two business days after learning of the need for the leave. In cases of medical emergency, requests for leave must be given in person or by telephone. Failure to give timely notice will cause the beginning of a leave to be delayed.

h. Medical Certification

Requests for leave because of the employee's or a family member's serious health condition must be supported by a licensed health care provider's certification that the employee is unable to perform the essential functions of the employee's job or that the employee is needed to care for a seriously-ill family member. The certification must state the probable duration of the employee's condition, or the estimated period of time during which the employee will be needed to care for the family member. Certification must be provided within 15 calendar days of the request, unless not feasible under the circumstances. Failure to provide timely certification will result in denial of leave until the certification is provided.

i. Second and Third Opinions.

The Consortium reserves the right to require a second medical opinion by an independent physician of choice and, in some cases, a third opinion by a mutually agreeable physician) at the Consortium's expense as a condition to the granting of FMLA Leave based on a serious health condition.

j. Contacts During Leave.

While on FMLA Leave, all contacts required by this policy must be made with the Executive Director. The employee must keep the Consortium informed at least every 14 days regarding the expected length of the employee's leave and when the employee intends to return to work. The Consortium will require recertification by the employee's health care provider every 30 days to support continuation of a leave based on a serious health condition.

k. Intermittent Leave or Reduced Work Schedules.

If medically necessary for an employee's or family member's serious health condition, an employee may take FMLA Leave intermittently or by working part-time. Otherwise, intermittent leave or reduced work schedules are subject to the Consortium's approval.

If leave is taken on an intermittent or reduced work schedule, the Consortium may require the employee to transfer temporarily to an alternative position (with equivalent pay and benefits, but not necessarily the same duties) which better accommodates recurring periods of absence or part-time schedule.

l. Right to Return to Work.

Upon completion of FMLA Leave, the Consortium reserves sole discretion to restore an employee to the position held when the leave began, or to an equivalent position with the same or substantially similar benefits, pay and working conditions. Reinstatement to the same position with the same benefits will not be available if the employee's position or benefits would have been changed or eliminated if the employee had not been on FMLA Leave. In addition, if a salaried employee is among the highest paid ten percent of the Consortium's employees within 75 miles of his or her work site, such an employee may be denied reinstatement if it would impose a substantial economic injury to the Consortium.

m. Return to Work Certification (see forms section).

Before returning to work, an employee who has been on FMLA Leave because of the employee's serious health condition must provide a certification from the employee's licensed health care provider that the

employee is able to resume work and perform the essential functions of the job, with or without reasonable accommodation. Reinstatement will be denied until the required certification is provided.

n. **Failure to Return to Work.**

An employee who fails to return to work within 2 days after expiration of FMLA Leave will be considered a voluntary quit. In addition, the Consortium has the right to recover from the employee the cost of any payments made to maintain the employee's health care coverage during the leave, unless the failure to return to work was due to reasons beyond the employee's control.

12.10 Insurance

a. **Group Health Insurance**

The Consortium will pay the premium cost for providing each full-time employee and his/her eligible dependents (eligibility as determined by the Carrier's rules), excluding Family Continuation - Dependents ages 19 through 25, with health insurance. Full-time employees hired after July 1, 2005 will be required to pay ten percent of their health insurance premium (rev. 10-19-05).

An employee who desires to have coverage under this plan extended to his/her dependent children ages 19-25 as Family Continuation may do so at his/her own expense. The employee must sign an authorization for a deduction from his/her pay in the amount necessary to pay for Family Continuation coverage.

b. **Continuation of Premium Payments During Disability Leaves**

The Consortium shall provide health insurance to an employee during the first twelve (12) months of absence as the result of Workers Compensation covered disability, and during the first month of absence due to lay-off and or other disability.

c. **Continuation after Lay-off**

If an employee is terminated, his/her group health insurance coverage shall continue to be paid by the Consortium until thirty (30) days after the date of layoff, or until the next billing period for the premium on the health insurance, whichever is the least amount of time. Thereafter, continuation under group health insurance for the employee and/or for his/her dependents shall be in accordance with government COBRA regulations.

d. **Continuation after Termination**

If an employee is terminated, continuation under group health insurance for the employee and/or his/her dependents shall be in accordance with government COBRA regulations.

f. **Short Term Disability Insurance Benefit.**

The employer shall provide each full-time employee with Short Term disability insurance coverage for up to 26 weeks when that employee is unable to perform his/her work due to non-Worker's Compensated connected disability. The benefit commences with the 1st day of absence due to accident, and the 8th day due to illness. An employee may not receive this benefit and any accrued sick leave pay concurrently. Full-time employees hired after July 1, 2005 will not receive short term disability insurance (10-19-05).

g. **Long Term Disability Insurance Benefit.**

The employer shall provide each full-time employee with Long Term Disability insurance coverage after a 180 day elimination period up to age 65 to the employee when he/she is out of work and unable to perform his/her job because of a non Workers Compensated disability. The benefit commences with the 181st day of absence due to the disability. An employee may not receive this benefit and sick leave pay concurrently.

h. **Life Insurance**

The employer shall provide each full-time employee with group term life insurance. The coverage shall be two times annual earnings to a maximum benefit of \$100,000 with accidental death and dismemberment provided at two times annual earnings to a maximum of \$100,000. (10-19-05)

12.11 Worker's Compensation Insurance

All employees are covered by Worker's Compensation for disability or death as a result of accidental injuries or occupational diseases suffered in the course of employment. All injuries, even minor ones, must be immediately reported to the employee's immediate supervisor and an injury report submitted to the Executive Director.

12.12 Retirement/Pension

A retirement/pension plan is available to all full-time regular employees through TIAA-CREF. There is no mandatory contribution required of the employee. The employer will contribute 12% of the employees' salaries. For full-time employees hired after July 1, 2005, the VLC will contribute 10% of the employee's salary (rev.10-19-05). A document of the complete plan is on file at the Consortium.

12.13 Staff room

Employees are provided with a staff room, which may be used for lunch, or rest breaks and are required to maintain same in a clean and sanitary condition.

12.14 Suggestions

Employees who have suggestions for improving the policies, procedures or operations of the Consortium may submit those suggestions in writing to the Executive Director. If these suggestions have been considered before or cannot be implemented for some reason, these will be explained to the employee. If the suggestion for improving the procedures in the Consortium is implemented, this will be noted in the employee's personnel file and the Board will be made aware of his/her contribution.

12.15 Publications

The Consortium will pay for subscriptions to periodicals and for the purchase of books related to the employee's work if it is determined that such publications will contribute to the employee's knowledge and ability to perform the job. The material shall become the property of the Consortium.

12.16 Training

The Consortium may at its discretion pay for workshops, seminars, and other training, determined that such training will contribute to the employee's knowledge and ability to perform the job. Request must be submitted in writing to the Executive Director.

12.17 Legal Proceedings

The employee agrees not to commence any action or suit relating to his/her employment with the Consortium more than six months after the date of termination of such employment, and to waive any statute of limitation to the contrary.

Appendix A

NOTICE TO JOB APPLICANTS

You are hereby notified and advised that, in accordance with the Michigan Handicapper's Act, you have 182 calendar days from this date to notify the Valley Library Consortium Board in writing of any accommodation that you would need as the result of any physical handicap that you have in order to perform the job duties of the position for which you are applying.

A handicap includes :

- a. A physical or mental condition which is the result of disease, injury, congenital condition of birth, or functional disorder if it substantially limits one or more of your major life activities and which is unrelated to your ability to perform the duties of a particular job or is unrelated to your qualifications for employment or promotion;
- b. A history of such a physical or mental condition; or
- c. The condition of being regarded as having such a physical or mental condition.

A handicap does not include :

- a. A physical or mental condition caused by your current illegal use of a controlled substance; or
- b. A physical or mental condition caused by your use of an alcoholic beverage if that condition prevents you from performing the duties of your job.

A handicap is unrelated to an individual's ability if, with or without accommodation, the handicap does not prevent the individual from performing the duties of a particular job or position.

If you have a handicap, you are required to establish that you have made a written request for the accommodation within 182 days from this date, and that you could perform the duties of the position being applied for with that accommodation.

This notice is given to you on _____ and a copy with your signature on it is being filed along with your employment application.

Signature of Applicant

Witnessed

Date

Date

Appendix B

HOLIDAYS

The following are designated holidays:

July 4

Labor Day (First Monday in September)

Thanksgiving Day (Fourth Thursday in November)

Day before Christmas

Christmas Day (December 25)

New Year's Eve

New Year's Day

Memorial Day (Monday)

When any holiday falls on a Saturday, the holiday is observed on the preceding Friday; when any of the holidays falls on a Sunday, the Monday following will be observed as the holiday.

Appendix C

RECEIPT

I, _____, acknowledge receipt of the Valley Library Consortium Personnel Policies and Procedures Manual. I have read the Manual and agree to be bound by the rules and regulations contained in the manual as well as by the rules, regulations and policies that may be established in the future. I also understand that the Consortium has the right to change its policies, procedures and working conditions without prior notice to me or other employees.

I understand and agree that nothing contained in the Manual, employment application or any other of the Consortium's rules, regulations, policies or practices should be interpreted or construed as conferring employment for a specific term or as an employment contract. I further understand and agree that my employment is terminable at will so that both the Consortium and I each have the right to discontinue the employment relationship at any time and for any or no reason whatsoever, with or without cause and with or without any prior notice or warning except as otherwise expressly provided by law.

I further understand that it is my responsibility to familiarize myself with all information in this Manual. I also understand that I may and should ask the Executive Director to clarify any information in this manual that I do not understand. I acknowledge that this Manual supersedes all prior manuals which I might have received and that any oral or written statements or promises to the contrary are disavowed by the Consortium.

Name of Employee

Signature of Employee

Date

Appendix D

**REPORT - COMPLAINT OF POTENTIAL VIOLATION OF
COMPANY POLICY AGAINST DISCRIMINATORY HARASSMENT**

Complaint Process:

If you wish to file a report claiming discriminatory harassment against someone within the Consortium, or one of its guests, vendors, outside salespersons, customers or invitees, complete this form and give it to your Supervisor. If the complaint involves the Executive Director, then submit this report to an officer or member of the Board of Trustees, or our labor attorneys, Learman, Peters, Sarow & McQuillan, 900 Center Avenue, Bay City, Michigan 48708. You are also encouraged to complete this report and return it as soon after the act complained of has occurred.

Your Name: _____

Job title: _____

Person(s) who allegedly harassed you in violation of our policy and the date that the alleged harassment took place:

<u>Name(s)</u>	<u>Date(s)</u>
_____	_____
_____	_____
_____	_____

Allegation(s):

Describe in detail the facts simply and accurately as to incident(s), date, place and names; and what action you feel should be taken in response. You may attach additional sheets or write on the back of this form.

Date: _____

Signature of Reporting Employee

Date Received: _____

Signature of Executive Director or
Board Member