



Branch District  
Library

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# *Draft* Employment Handbook

Adopted Month DD, YYYY

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<b>1 • Introduction</b> .....	<b>6</b>
1.1 • About this Employment Handbook.....	6
1.2 • Receipt of Handbook .....	6
1.3 • Limitation Period .....	6
<b>2 • Employment Basics</b> .....	<b>7</b>
2.1 • At-Will Standard of Employment.....	7
2.2 • Employee Designations and Classifications .....	7
2.2.1 • Exempt and Non-Exempt Designation.....	7
2.2.2 • Employee Classifications.....	7
2.3 • Equal Employment Opportunity .....	8
2.4 • Anti-Discrimination and Harassment Policy.....	8
2.4.1 • Definitions.....	8
2.4.2 • Reporting .....	9
2.4.3 • Other Inappropriate Behavior .....	9
2.4.4 • General Considerations.....	9
2.5 • Reasonable Accommodations.....	9
2.6 • Immigration Law Compliance .....	10
<b>3 • Salary Administration</b> .....	<b>11</b>
3.1 • Authorized Positions, FTEs, and Salaries.....	11
3.2 • Regular Pay .....	11
3.3 • Starting Salary/Salary upon Promotion .....	11
3.3.1 • New Employees.....	11
3.3.2 • Employees Being Promoted.....	11
3.3.3 • Employees Being Demoted .....	12
3.4 • Advancement through the Salary Range.....	12
3.5 • Longevity Pay for Long-Term Employees.....	12
3.6 • Time Records and Paydays.....	13
3.7 • Payroll Deductions .....	13
<b>4 • Hours of Work and Overtime</b> .....	<b>14</b>
4.1 • Hours of Work .....	14
4.2 • Meals and Breaks .....	14
4.3 • Attendance at Regular Staff Meetings.....	14
4.4 • Overtime for Non-Exempt Employees .....	14
4.5 • Compensation for Overtime.....	15
<b>5 • Benefits</b> .....	<b>16</b>
5.1 • Paid Time Off (PTO) .....	16
5.1.1 • Eligibility for PTO .....	16
5.1.2 • PTO Hours and Bank .....	16
5.1.3 • Separation from Employment .....	17
5.1.4 • Notice, Scheduling, and Usage of PTO .....	17
5.2 • Holidays.....	17
5.2.1 • Eligibility .....	17
5.2.2 • Observed Holidays and Holiday Pay.....	17
5.2.3 • Religious Holidays.....	18

5.3	• Leaves of Absence .....	18
5.3.1	• Bereavement Leave.....	18
5.3.2	• Jury Duty Leave.....	18
5.3.3	• Military Leave .....	18
5.3.4	• Parenting Leave .....	19
5.3.5	• Family and Medical Leaves of Absence .....	19
5.3.6	• Personal Leave - Unpaid.....	20
5.3.7	• Status of Benefits During Paid and Unpaid Leaves of Absence.....	20
5.3.8	• Expiration of An Approved Leave of Absence .....	20
5.3.9	• Failure to Return from Leave .....	20
5.3.10	• Absence Without Leave .....	20
5.4	• Health Insurance .....	21
5.4.1	• Eligibility .....	21
5.4.2	• Description.....	21
5.4.3	• Signup and Maintenance .....	21
5.5	• Compensation in Lieu of Health Care Coverage .....	21
5.6	• Short- and Long-Term Disability Coverage.....	22
5.7	• Deferred Compensation Plan.....	22
5.8	• Workers' Compensation Insurance .....	22
5.9	• Service Club Membership.....	22
5.10	• Retirement Gift.....	22
<b>6</b>	<b>• Expense Reimbursement.....</b>	<b>23</b>
6.1	• Automobile Travel.....	23
6.2	• Automobile Rental .....	23
6.3	• Air or Train Travel.....	24
6.4	• Lodging.....	24
6.5	• Meals and Incidental Expenses .....	24
6.6	• Other Reimbursable Expenses.....	24
6.7	• Tuition Reimbursement Program .....	25
6.7.1	• Purpose.....	25
6.7.2	• Eligibility .....	25
6.7.3	• Funding.....	25
6.7.4	• Obligations of the BDL.....	25
6.7.5	• Employee Obligations .....	25
6.7.6	• Employee Default/Abandonment.....	25
6.7.7	• Forms.....	26
<b>7</b>	<b>• Work Performance and Behavior .....</b>	<b>27</b>
7.1	• Professional Attitude and Conduct .....	27
7.2	• Chain of Command .....	27
7.3	• Employee Conduct and Work Rules.....	27
7.4	• Open Door Policy.....	28
7.5	• Attendance and Punctuality .....	28
7.6	• Dress and Appearance Code .....	29
7.7	• Non-Public Areas .....	29
7.8	• Eating or Drinking in Public.....	29
7.9	• Outside Employment .....	29
7.10	• Equipment .....	30

7.11 • Ownership of Materials .....	30
7.12 • Reading .....	30
7.13 • Solicitation, Distribution, and Gifts .....	30
<b>8 • Trial Period and Performance Evaluations.....</b>	<b>31</b>
8.1 • Trial Period .....	31
8.1.1 • New or Former Employees.....	31
8.1.2 • Employees Changing Jobs.....	31
8.1.3 • Employees on a Performance Improvement Plan .....	31
8.1.4 • Length of Trial Period .....	31
8.1.5 • Completion of Trial Period .....	32
8.2 • Performance Evaluations.....	32
8.2.1 • Timing .....	32
8.2.2 • Applicability .....	32
8.2.3 • Procedures: Supervisors.....	32
8.2.4 • Procedures: Employees.....	33
8.2.5 • Procedures: The Conduct of the Formal Evaluation .....	33
8.3 • Performance Evaluation Appeals .....	34
8.4 • Employee Recognition .....	34
8.4.1 • Guiding Principles .....	35
8.4.2 • Implementation .....	36
<b>9 • Health and Safety .....</b>	<b>37</b>
9.1 • Safety.....	37
9.2 • Illness .....	37
9.3 • Accidents and Injuries .....	37
9.4 • Closures.....	37
9.5 • Substance Abuse Policy .....	38
9.6 • Workplace Violence .....	38
9.7 • Smoking and Tobacco Products.....	38
9.8 • Searches and Inspections .....	38
9.9 • Medical Examination .....	39
<b>10 • Communications Policies .....</b>	<b>40</b>
10.1 • Public Relations Policy.....	40
10.3 • Information Systems Policy.....	40
10.4 • Social Media Policy .....	41
10.5 • Photographs.....	42
<b>11 • Employment Records.....</b>	<b>43</b>
11.1 • Employee Information Change .....	43
11.2 • Social Security Number Policy.....	43
11.3 • Personnel Files .....	44
11.4 • Employment Verification .....	44
<b>12 • Reductions in Hours and Layoffs .....</b>	<b>45</b>
12.1 • Reductions of Hours .....	45
12.2 • Layoffs.....	45
12.3 • Reemployment after Reduction in Hours or Layoff.....	46
<b>13 • Miscellaneous .....</b>	<b>47</b>
13.1 • Continuing Education.....	47
13.2 • Hiring of Relatives of Employees.....	47

13.3 • Credit Cards and Lines of Credit.....	47
13.4 • Complying with the Michigan Campaign Finance Act.....	47
13.5 • Complaint Resolution Process .....	47
<b>14 • Appendices.....</b>	<b>49</b>
14.1 • Transition from Sick/Vacation to Paid Time Off (PTO).....	49
14.2 • Tuition Reimbursement Forms.....	50
14.3 • Acknowledgement Form .....	55
<b>15 • Index .....</b>	<b>56</b>
<b>16 • Revision History.....</b>	<b>57</b>

## 1.1 • About this Employment Handbook

This Employment Handbook is designed to acquaint you with the Branch District Library (BDL) and provide information about working conditions, employee benefits, and policies affecting employment. It is not intended to be comprehensive or to address all the applications of general policies described, but you will find that it will answer most questions about working for the BDL.

This Handbook is not an employment contract, and is not intended to create contractual obligations of any kind. Neither you nor the BDL is bound to continue the employment relationship if either choose, at their will, to end the relationship at any time. It is not intended to create any third-party beneficiary rights.

The Employment Handbook is a set of policies created and approved by the BDL Board of Trustees, the ultimate authority in all matters governing the BDL. The Board of Trustees may change, amend, revise, or eliminate any part of the contents of the Handbook. Things which are mandated by federal or state law remain in effect until changed by the federal or state government, whether they are included in this Handbook or not. Changes to any of the content described in this Handbook must be in writing and approved by the Board of Trustees to be effective. No employee, individual trustee, or other representative of the BDL is authorized to alter, add to, or delete anything from the Handbook without approval from the Board of Trustees.

This Handbook supersedes all previous employment-related handbooks or manuals of the BDL, and the policies in this Handbook supersede the previous employment policies as follows: Credit Cards and Lines of Credit Policy, Drug-Free Workplace Policy, Emergency Closing Policy, Employee Performance Evaluation Policy, Harassment Policy, Policy for Compensation in Lieu of Health Care Coverage, Policy of Continuing Education, Policy on Service Club Membership, Public Relations Policy, Reporting Pay Policy, Social Security Policy, and Tuition Reimbursement Policy.

## 1.2 • Receipt of Handbook

After you have read this Employment Handbook, please copy and sign the Acknowledgment Form ([Chapter 14, Section 3](#)), indicating your acceptance of, and agreement to, these policies. Please be sure to ask questions or request clarification about any information that you do not understand before signing the Acknowledgment Form. To continue employment with the BDL, you must turn in the signed form to the Assistant Director within 7 calendar days of receiving the manual.

## 1.3 • Limitation Period

By accepting and continuing employment with the BDL, you agree that you must bring any claim, suit, or demand by whichever of the following deadlines is earlier: (1) the applicable statute of limitations, or (2) 182 calendar days after you knew or should have known that the event precipitating the claim, suit, or demand occurred. Any time limit to the contrary is waived.

### 2.1 • At-Will Standard of Employment

The employment relationship between each employee and the BDL is at will, which means that your employment may be terminated by you or the BDL at any time for any reason or for no reason which does not violate federal or state law. No employee or other representative of the BDL has the authority to enter into, or to make, any agreement contrary to what has been stated above, except the BDL Board of Trustees.

You should understand that violation of any of the policies and work rules outlined in this Handbook could result in disciplinary action up to and including discharge.

### 2.2 • Employee Designations and Classifications

#### 2.2.1 • Exempt and Non-Exempt Designation

All employees are designated as either non-exempt or exempt in accord with the federal [Fair Labor Standards Act \(FLSA\)](#). That law defines which employees are eligible for overtime compensation and under what conditions. It also describes which employees are exempt from the law's overtime provisions. There are only a handful of employees of the BDL who meet the law's requirements to be exempt. *You are a non-exempt employee unless you were told otherwise when you were hired.*

#### 2.2.2 • Employee Classifications

All employees are assigned to a job class such as Clerk or Branch Manager. Employees are also designated as one of the following:

1. **Regular Full-Time:** Employees who are regularly scheduled to work, and who do regularly work, 40 hours per week.
2. **Regular Part-Time:** Employees who are regularly scheduled to work, and who do regularly work, less than 40 hours per week.
3. **Intermittent (Full- or Part-Time):** Employees who do not have regular recurring schedules. These employees typically work when needed, for example, to cover absences of regularly scheduled employees.
4. **Temporary (Full- or Part-Time):** Employees who are hired as interim replacements to fill vacant positions or to temporarily supplement the workforce. They may be full-time or part-time, but they are scheduled to work for a limited period of time. Employment beyond any initially stated period does not in any way imply a change in employment status.
5. **Contract Employees:** If an Employee has signed an employment contract with the Board of Trustees and any term of said contract conflicts with this Handbook, the contract terms will control. All other terms of employment will be governed by this Handbook.

## 2.3 • Equal Employment Opportunity

It is the BDL's policy to select, place, train, and promote the best-qualified individuals based upon relevant factors such as work quality, attitude, and experience, so as to provide equal employment opportunity for all employees and applicants for employment without regard to race, color, religion, sex, sexual orientation, gender identity, veteran status, national origin, age, height, weight, disability, citizenship, marital status, pregnancy, genetic information, or any other status protected by applicable law or otherwise irrelevant to the person's ability to perform the duties of a job, with or without reasonable accommodation.

This Equal Employment Opportunity policy applies to all aspects of employment with the BDL.

## 2.4 • Anti-Discrimination and Harassment Policy

It is the BDL's intent to provide a workplace that fosters the respect and dignity of each person. To this end, the Branch District Library is committed to maintaining a working environment free of harassment, intimidation, and discrimination. This policy applies to everyone who works at the BDL regardless of the position or level of authority. It also applies to patrons, suppliers, and anyone else who chooses to use the services of the BDL.

### 2.4.1 • Definitions

Examples of discriminatory harassment are racial or religious slurs, negative stereotyping, or threatening, intimidating, or hostile acts that relate to a race, color, religion, sex, sexual orientation, gender identity, national origin, age, disability, etc.; and written or graphic material that makes fun of or shows hostility toward an individual or group because of a particular characteristic.

Although all harassment as described above is prohibited, sexual harassment deserves special mention and further definition. Sexual harassment is any unwelcome sexual advance, request for sexual favor, or other verbal or physical conduct of a sexual nature when:

1. Submission to such conduct or communication is made either explicitly or implicitly a term or condition of any individual's job;
2. Submission to or rejection of such conduct or communication by any individual is used as the basis for job decisions affecting that individual, such as hiring, promotion, performance evaluation, pay adjustment, discipline, work assignments, and work schedules; or
3. Such conduct or communication has the purpose or effect of substantially or unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

Sexual harassment can easily include sexually-based and "same sex" sexually-based comments and conduct as well as gender-based comments and conduct, whether verbal, non-verbal, visual or physical in nature. Examples of such conduct include off-color language, sexually-oriented jokes, cartoons, nicknames, propositions, suggestive comments, sexual innuendoes, repeated unwanted social invitations, crude gestures, display of obscene printed or visual materials including sexually-oriented pictures or posters, suggestive or insulting sounds, and physical contact such as patting, groping, pinching, or brushing against another's body.



## 2.4.2 • Reporting

Employees who believe they have been discriminated against or harassed will promptly report the behavior/incident to their immediate supervisor or to a member of the Management Team. The BDL will conduct a prompt and thorough investigation of each incident and, if a violation is found, will take immediate and appropriate action against the individual(s) responsible for the discrimination or harassment.

The BDL prohibits any form of retaliation against employees who bring a bona fide complaint or otherwise provide information about a violation of this policy. The BDL will take all reasonable steps to keep complaints and records in confidence.

The BDL also recognizes the negative effect a false allegation can have. The BDL will respond as it determines is appropriate to any employee who knowingly makes a false allegation.

## 2.4.3 • Other Inappropriate Behavior

There may be other situations where a person's behavior is inappropriate but does not fit within the parameters of this policy. These situations will be handled separately, and the BDL will respond as it determines is appropriate.

## 2.4.4 • General Considerations

We understand that whether a particular incident or act amounts to discrimination or harassment can be a difficult actual determination. The same conduct in one context may be purely personal and social in character, but in another context may amount to offensive and unwelcome conduct. Co-worker dating has inherent difficulties, especially when one of the employees is subordinate to the other. What might be perceived as a consensual relationship by one employee may be perceived differently by the other, especially after the relationship has ended. Employees are discouraged from being involved in dating or sexual relationships with subordinates and any such relationships need to be addressed affirmatively with the Assistant Director to determine if changes in work relationships are appropriate.

## 2.5 • Reasonable Accommodations

The BDL is committed to complying with all applicable provisions of the [Americans with Disabilities Act \(ADA\)](#) and applicable state law. It is the BDL's policy not to discriminate against any qualified employee or applicant with regard to any terms or conditions of employment because of the person's disability, or perceived disability, as long as the person can compete in the hiring process or perform the essential functions of a job with or without reasonable accommodations.

Applicants for employment with the BDL must advise the Director of the need for reasonable accommodations in the hiring process as soon as the applicant identifies the need. For example, an applicant with a hearing impairment should notify the Director upon being offered a job interview if s/he will need an interpreter for the interview. If offered a job, an applicant with a disability should discuss the essential functions of the job with the supervisor to identify any tasks for which accommodation may be necessary.

Similarly, employees with disabilities who feel accommodation is needed to perform their jobs must notify the Assistant Director in writing of the need for reasonable accommodation within 182 calendar days after the date the employee knew or reasonably should have known that an accommodation was needed.

Consistent with this policy, the BDL will provide reasonable accommodations provided that the accommodation does not constitute an undue hardship on the BDL. The BDL reserves the right to provide an accommodation different from what may have been requested if the accommodation still serves the purpose. For example, an applicant with a visual impairment may request a Braille copy of a job description. That would be very costly for the BDL, but the BDL could instead provide the applicant with a person to read the job description to the applicant or a recorded version of the job description.

## 2.6 • Immigration Law Compliance

In accordance with federal law, the BDL employs only individuals who are legally authorized to work in the United States. Furthermore, the BDL does not continue to employ any individual whose legal right to work in the United States has been terminated.

[U.S. Citizen and Immigration Services Form I-9](#) is used to verify your identity and employment eligibility. You must complete the employee section of Form I-9 and provide the required documentation supporting your identity and employment eligibility before you may begin working.

### 3.1 • Authorized Positions, FTEs, and Salaries

The BDL Board of Trustees authorizes the number of full-time equivalent (FTE) positions for the BDL every year as part of the budgeting process. The Board of Trustees also approves the amount of money that may be spent on salaries and other personnel costs. The Director or designee(s) will review the FTE status of all positions annually and may make adjustments provided that the changes do not result in an increase in the number of authorized FTEs or the personnel funds authorized in that year's approved budget. Any change that would result in an increase of FTEs or personnel expenditures must be submitted to the Board of Trustees for approval. In general, this should only occur as part of the next year's budgeting process, but requests may be made outside the budgeting process in unusual circumstances.

### 3.2 • Regular Pay

Non-exempt employees, other than couriers and student clerks, are paid an hourly rate of pay within the salary range approved by the Board of Trustees for their job classification. An employee's salary rate may not exceed the maximum of the salary range for their job classification.

Student clerks are paid the current legal hourly minimum wage. Couriers are paid at the hourly rate approved by the Board of Trustees each year.

Employees who have employment contracts with the BDL Board of Trustees are paid in accord with the provisions of their contracts or any other action of the Board of Trustees affecting their compensation.

The Board of Trustees may approve annual increases for all employees except student clerks. If it does so, the increases are usually a percentage applied to both individual salaries and the pay scale salary ranges, and they are effective at the beginning of the first full pay period in a calendar year unless otherwise specified.

### 3.3 • Starting Salary/Salary upon Promotion

#### 3.3.1 • New Employees

Generally, a new employee will be paid on the first step of the salary range for the class to which the employee has been appointed. An exception may be made for employees who come with significant, relevant education and/or experience, but this is at the discretion of the Director who must balance internal equity and the BDL's budget limitations.

#### 3.3.2 • Employees Being Promoted

Employees who are promoted to a job class assigned to a higher salary range on the pay scale will be paid on the first step of the salary range for the new class unless their current hourly rate is already higher than the first step of the new range. In that event, they will be typically be paid at the next higher rate of pay in the new salary range. As noted in the previous paragraph, the Director has the discretion to make exceptions in rare situations.

### 3.3.3 • Employees Being Demoted

Upon demotion (other than a disciplinary demotion), an employee's current hourly rate will remain the same if the rate falls within the new salary range. If that would put the employee off-step (i.e., between two steps on the new pay scale), the employee will remain off-step until the employee's next scheduled step increase when the employee's rate will be increased to the next higher step. If the current rate exceeds the maximum of the new range, it will be reduced to the maximum of the new range.

Employees who are demoted for disciplinary reasons will have their hourly rate of pay reduced to a rate within the new salary range. The Director will determine the specific rate.

## 3.4 • Advancement through the Salary Range

Salary ranges consist of 7 steps. You progress through the steps at the beginning of the first pay period following the anniversary dates of their initial placement in a salary range as follows:

1. An employee on Step A moves to Step B on the 1-year anniversary of the date the employee was placed on Step A.
2. An employee on Step B moves to Step C on the 1-year anniversary of the date the employee was placed on Step B.
3. An employee on Step C moves to Step D on the 1-year anniversary of the date the employee was placed on Step C.
4. An employee on Step D moves to Step E on the 2-year anniversary of the date the employee was placed on Step D.
5. An employee on Step E moves to Step F on the 2-year anniversary of the date the employee was placed on Step E.
6. An employee on Step F moves to Step G on the 2-year anniversary of the date the employee was placed on Step F.

To be eligible for a step increase, your performance over the preceding 12 months must have been satisfactory as evidenced by a performance evaluation.

If you had an unpaid leave ([see Chapter 5, Section 3.6](#)) of 4 work weeks or longer, the eligibility date for the step increase will be delayed by the length of the unpaid leave. Example: you are on Step B and completed 1 year of service, but had an unpaid leave of 4 work weeks during the year. Those 4 work weeks are added on to the 1 year, making your eligibility for an increase to Step C 1 year and 4 work weeks at the current step.

## 3.5 • Longevity Pay for Long-Term Employees

All employees who complete 10 years of continuous service are eligible for longevity pay as described in this section. Unpaid interruptions to continuous service of 4 work weeks or longer will delay longevity pay eligibility by the length of the absence. Example: you completed 10 years of service, but had an unpaid leave ([see Chapter 5, Section 3.6](#)) of 6 work weeks in that 10<sup>th</sup> year of service. Those 6 work weeks are added on to the 10 years making your longevity pay eligibility date 10 years and 6 work weeks.

Once you reach the longevity eligibility date as described above, you will receive a lump sum payment of \$400. For each successive year of continuous service as described above, the lump sum payments will increase by \$25 until 20 years of continuous service is reached. Lump sum payments for 20 years and each successive year will be capped at \$650.

Longevity payments will be made on the first payroll following your longevity eligibility date.

### **3.6 • Time Records and Paydays**

You must keep track of your hours worked, hours not worked, leave time, overtime, etc., in the manner prescribed by the Director. These records help us to ensure that you are paid appropriately and that you are working the correct hours.

You will be paid biweekly for hours worked, and paid leave taken, during the previous 2-week period. There are typically 26 pay periods in a year.

If you think there is an error in your paycheck, you must report it immediately to the bookkeeper. Discrepancies in time records may not be corrected until the next pay period when the employee, supervisor, and bookkeeper can verify and correct any discrepancy.

### **3.7 • Payroll Deductions**

The BDL makes deductions from paychecks for federal and state taxes and Social Security/Medicare ([Federal Insurance Contributions Act–FICA](#)). You may authorize the BDL to make other deductions from your biweekly paychecks, such as contributions to a retirement account or to a charity. See the Assistant Director to arrange such deductions.

### 4.1 • Hours of Work

The work week is from Monday at midnight to Sunday at 11:59 pm. The standard work day for a regular full-time employee consists of 8 hours within a 24-hour period, including a duty-free meal period. Full-time employees work 40 hours per week.

Part-time employees are assigned to work each week the number of hours appropriate for the full-time equivalent (FTE) designation of the position to which they are appointed. This may be a recurring schedule each week, but the BDL reserves the right to change work schedules in order to better meet the need of our patrons and operational demands. On rare occasions, an employee may be sent home without pay if there is no work available.

All employees may be required to work nights and weekends. Employees will be told when they are scheduled to work. With the approval of their supervisors, two employees who are qualified and capable of performing each other's work may agree to exchange days, shifts or hours of work provided that the exchange does not result in overtime for either employee.

### 4.2 • Meals and Breaks

Each employee who works at least 6 consecutive hours per day will have a duty-free, paid meal break of 30 minutes. Each employee will have a duty-free, paid 15-minute rest break during each 4 hours of scheduled work. The scheduling of employee breaks is at the discretion of the supervisor. Breaks may not be accumulated nor used at the end of the scheduled work shift.

Nursing mothers may take a reasonable number of breaks for a reasonable period of time to express breast milk for a nursing child for 1 year after the child's birth (Section 7 of the [U.S. Fair Labor Standards Act](#)). Please contact your supervisor for the location to be used for this purpose. The location will not be a bathroom, and will be shielded from view and free from intrusion from coworkers and the public.

Non-exempt employees may not do any work for the BDL during a meal or rest break unless specifically authorized in advance by their supervisor.

### 4.3 • Attendance at Regular Staff Meetings

Regularly scheduled staff meetings may be used as in-service training. Philosophy of service, policies, new materials, and methods for aiding the growth of employees in their professional abilities may be discussed at these meetings.

Attendance at staff meetings is mandatory unless an exception is approved in advance by your supervisor. When a staff meeting occurs when you are not otherwise scheduled to work, you will be paid for the meeting time.

### 4.4 • Overtime for Non-Exempt Employees

Overtime is defined as hours worked in excess of 40 hours during 1 work week. "Hours worked" does not include paid breaks or paid leave time. Employees may not work more than 40 hours in a work week without specific, advance written authorization from your supervisor. In such cases, the supervisor must report authorized overtime to the

Director or designee(s) as soon as possible after it occurs. If you voluntarily work overtime (which includes working during a break), that time counts as "hours worked" and could result in the payment of unauthorized overtime. You will be disciplined for working overtime without prior approval unless there were extenuating circumstances.

Please understand that we appreciate dedication to the job and our patrons, but working unauthorized overtime can be very costly in a small organization with a limited budget. The BDL cannot ignore it and not pay an employee who works overtime without authorization because that would be a violation of federal law and could result in substantial fines assessed against the BDL.

## **4.5 • Compensation for Overtime**

Non-exempt employees who are assigned to work more than 40 hours in a work week will be paid in cash at one and half hours at their regular hourly rate for each hour of overtime worked.

## 5.1 • Paid Time Off (PTO)

Paid Time Off (PTO) replaces vacation leave and sick leave. It is a single type of paid leave that provides you with the flexibility to manage your time off to best meet your individual needs.

### 5.1.1 • Eligibility for PTO

All employees, except temporary and intermittent employees, who work at least 20 hours per week are eligible for PTO. New employees, however, may not use PTO until after they have completed their trial period ([see Chapter 8, Section 1](#)). Employees who are regularly scheduled to work less than 20 hours per week, temporary employees, and intermittent employees are not eligible for PTO. "Regularly scheduled to work" means the FTE status of an employee's position. The Director or designee(s) will review the FTE status of all positions annually and may make adjustments in accord with the provisions of [Chapter 3, Section 1](#).

Employees not eligible for PTO may still request to take unpaid leave ([see Chapter 5, Section 3.6](#)).

### 5.1.2 • PTO Hours and Bank

Eligible employees will be credited annually with PTO hours based on the number of hours they are regularly scheduled to work. Those PTO hours will be credited to the employee's PTO bank on January 1<sup>st</sup> each year. New employees, or those newly eligible, will be credited with prorated PTO hours based on the quarter of the year in which their employment/eligibility begins.

Employees who are moved to a different regular schedule of work that would change their annual PTO hour allowance to a lower level will retain whatever hours they have banked until the end of that year. At the beginning of the next year, their PTO allowance will be reduced to the new category appropriate for their new regular scheduled hours of work. Employees who are moved to a schedule that would put them in a higher PTO category will be given the prorated difference between the two schedules based on the quarter in which the change occurred.

Employees may carry over unused PTO hours from year to year, but the total number of PTO hours that may be banked will be capped.

The table below illustrates how PTO hours are awarded and may be accumulated.

Regularly Scheduled Hours of Work	Hours Awarded on Jan 1 Each Year	Maximum PTO Hours That May Be Banked
40	160	220
30-39	120	200
20-29	80	100

So, using a 40-hour employee as the example, the employee will be given 160 hours of PTO on January 1<sup>st</sup>. Any of those hours not used by December 31<sup>st</sup> in the same year may be banked for future use provided that the total number of hours in the employee's PTO bank may not exceed 220 hours.



## New and Newly Eligible Employees

Newly eligible employees will be credited with PTO hours based on the quarter of the year in which their eligibility begins.

Regularly Scheduled Hours of Work	PTO Hours if Employment / Eligibility Begins...				Maximum PTO Hours That May Be Banked
	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	
40	160	120	80	40	220
30-39	120	90	60	30	200
20-29	80	60	40	20	100

### **5.1.3 • Separation from Employment**

You will be paid for 50% of accumulated but unused PTO when you leave the BDL with at least 2 weeks' notice. Payouts of accumulated PTO are forfeited if you leave without that notice or if you are discharged.

### **5.1.4 • Notice, Scheduling, and Usage of PTO**

PTO must be taken in 15-minute increments. You must submit to your supervisor a request for advance approval to use PTO using the form or format specified by the Director. Your request will be approved if your absence can be covered. The supervisor has the right to deny or rescind usage of PTO if necessary to maintain library services.

There may be occasions, such as sudden illness or emergency, when you cannot notify your supervisor in advance. In those situations, you must inform your supervisor of your circumstances as soon as possible.

PTO usage must be recorded in the BDL's timekeeping system.

#### Example of PTO Usage in 15-minute increments

If you request to use 1 hour of PTO, but return to work in 65 minutes, 1 hour and 15 minutes of PTO will be deducted from your PTO bank. If you return in 35 minutes, 45 minutes of PTO will be deducted from your PTO bank.

## **5.2 • Holidays**

### **5.2.1 • Eligibility**

All employees, except temporary employees and intermittent employees, are eligible for holiday pay if they are scheduled to work on a day on which a holiday falls. In order to receive a paid holiday, an eligible employee must be in payroll status on the last day scheduled to work immediately preceding the holiday and the first day scheduled to work immediately following the holiday(s). In the event an employee dies or retires on a holiday or holiday weekend, the employee will be entitled to be paid for the holiday(s).

### **5.2.2 • Observed Holidays and Holiday Pay**

The Board of Trustees sets the observed holidays every year. The approved holidays will be observed as paid holidays for all eligible employees.

Holidays that fall during an employee's scheduled use of PTO time will be paid as holiday pay and not deducted from the employee's PTO bank.

Employees will be paid their usual rate of pay for the number of hours they were scheduled to work on the day had it not been an observed holiday.

### **5.2.3 • Religious Holidays**

When a religious holiday, not observed as an approved holiday, falls on an employee's regularly scheduled work day, the employee will be entitled to that day off to observe the religious holiday. An employee will notify his/her supervisor of his/her intention to observe a religious holiday at least 1 week in advance of the holiday. Time to observe a religious holiday will be taken without pay unless the employee uses PTO or, with the consent of the supervisor, is able to make up the lost time by working an equivalent number of hours in the same payroll period or within the following payroll period. Use of this provision does not entitle an employee to overtime compensation.

## **5.3 • Leaves of Absence**

An employee may be granted a leave of absence at the discretion of the Assistant Director or as required by this Handbook or by federal or state law. An employee must submit a request for a leave of absence in writing to the immediate supervisor as far in advance of the requested absence as is practicable. The request shall state the reason for, and the anticipated duration of, the leave of absence.

### **5.3.1 • Bereavement Leave**

If there is a death in an employee's family, up to 3 days of paid bereavement leave will be granted upon approval by the Assistant Director. The following relationships may be considered for bereavement leave: spouse, partner living in the same household, children of partner living in the same household, former spouse/partner if there are minor children, child, parent, sibling, grandparent, grandchild, aunt, uncle, niece, nephew, and step and in-law variants of the above.

Additional days off may be requested and approved, but must be taken as PTO or unpaid leave ([see Chapter 5, Section 3.6](#)).

### **5.3.2 • Jury Duty Leave**

If an employee is called for jury duty, the employee must notify the supervisor as soon as possible. Employees will continue to receive their regular pay, but are expected to return to work during jury duty whenever possible. Any pay received for jury duty, except for mileage, must be endorsed over to the BDL and immediately turned in to the bookkeeper.

### **5.3.3 • Military Leave**

Military leave is granted to employees who are absent from work because of short-term and long-term service in the U. S. Armed Forces in accordance with the [Uniformed Services Employment and Reemployment Right Act \(USERRA\)](#) and applicable state law.

Employees may request an indefinite period of time for use as military leave. Advanced notice is required unless a military emergency prevents such notice. Military leave is without pay unless the employee wishes to use accumulated PTO hours.

### 5.3.4 • Parenting Leave

Upon request, an employee will be granted a PAID parenting leave of absence of up to 6 calendar weeks in connection with the birth or adoption of a child. The leave may begin on the date requested by the employee as long as the date is no later than 6 calendar weeks after the birth or adoption unless the child must remain in the hospital longer than the mother, in which case the leave may begin up to 6 calendar weeks after the child leaves the hospital.

At the end of the paid parenting leave, an employee may request and will be granted an UNPAID parenting leave of up to 6 calendar months. Upon request, the Assistant Director may extend the unpaid parenting leave to a maximum of one year.

Parenting leaves are available to either parent. If both parents work for the BDL, both parents are eligible for the parenting leaves.

### 5.3.5 • Family and Medical Leaves of Absence

The BDL will comply with the federal [Family and Medical Leave Act of 1993 \(FMLA\)](#) regarding requests for unpaid leaves of absence that are submitted by eligible employees under the act. Such leaves of absence will be subject to the following:

1. Any employee on a leave under FMLA will not accrue length of service or employment benefits during the period of the leave.
2. Employees must make requests for planned leaves of absences under the FMLA to the Assistant Director, in writing, at least 30 days before the date that the leave is to commence. For unplanned leaves, the employee must provide notice as soon as practicable under the circumstances.
3. If a leave under the FMLA is for planned medical treatment of the employee or a member of the employee's immediate family, the employee must attempt to schedule the treatment so that the BDL's business operation is not unduly disrupted.
4. The BDL may require employees requesting a FMLA leave to provide medical certification supporting the need for a leave due to a serious health condition affecting the employee or an immediate family member of the employee.
5. The BDL may require that any employee on a FMLA leave must submit to other medical examinations for subsequent medical opinions and periodic recertification at the BDL's expense.
6. The BDL may require that employees on a leave of absence under the FMLA must provide periodic reports regarding the employee's leave status and intent to return to work.
7. FMLA leaves will be granted on a rolling 12-month basis rather than a calendar-year basis.

Employees are encouraged to contact the Assistant Director if additional information is needed.

### **5.3.6 • Personal Leave - Unpaid**

An employee may be granted unpaid leave for any reason at the discretion of the Assistant Director.

### **5.3.7 • Status of Benefits During Paid and Unpaid Leaves of Absence**

During a PAID leave of absence, employees will continue to receive PTO at the beginning of each calendar year. Any hours in the employee's PTO bank will be frozen once the bank maximum has been reached. Insurance paid by the BDL will continue uninterrupted while employees receiving it are on PAID leaves. Any voluntary deductions from paychecks will also continue unless employees request that they be stopped or changed.

During an UNPAID leave of absence, no new additions to an employee's PTO bank will occur if the employee is on unpaid leave at the beginning of a calendar year. An employee's banked PTO will be frozen at its current level or the bank maximum for the employee's category, whichever is lower. Insurance paid by the BDL will be discontinued while an employee is on unpaid leave unless employees choose to continue the insurance at their own cost. If they wish to do this, they must complete the paperwork provided to them by the Assistant Director and pay the premiums by the first work day of each month.

### **5.3.8 • Expiration of An Approved Leave of Absence**

An employee on an approved leave who wishes to request an extension of the leave must submit a written request for the extension to the Assistant Director at least 2 weeks in advance of the end of the current leave.

An employee returning from a leave of more than 2 months in duration must notify the Assistant Director at least 2 weeks prior to the intended date of return. An employee returning within 2 months will be entitled to return to their prior position, placement on the pay scale, and FTE status, and will receive the benefits they had been receiving prior to the leave.

An employee returning from a leave of longer than 2 months, will be returned to a vacant position in the same job class (e.g., Clerk), and FTE status, although not necessarily at the same branch. If a vacant position in the employee's class and FTE status is not available, the Assistant Director may offer the employee a vacant position in the same or a lower job class or with a lower FTE status for which the employee is qualified. If no vacant position is available and/or offered, the employee will be laid off in accord with [Chapter 12](#).

### **5.3.9 • Failure to Return from Leave**

Failure to contact the Assistant Director about an extension at least 2 weeks prior to the end of the approved leave or to return on expiration of the approved leave will be considered a voluntary resignation.

### **5.3.10 • Absence Without Leave**

Any unauthorized absence from duty is an absence without leave and will be without pay. If it is subsequently determined by the Assistant Director that mitigating circumstances existed, the Assistant Director may convert the absence without leave to other leave as appropriate.

## 5.4 • Health Insurance

### 5.4.1 • Eligibility

Full-time employees may participate in the BDL's medical, dental, and vision insurance program for themselves, their spouse, and their dependent children at the BDL's expense. Part-time employees who work a minimum of 30 hours per week on a regular basis may choose to participate in the BDL's health insurance plan at their own expense. If they choose not to participate, they must sign a waiver annually, provided by the Assistant Director.

### 5.4.2 • Description

The BDL provides eligible employees with group medical, dental, and vision insurance coverage, at the employer's expense. These benefits are described in greater detail in the insurance policy and the *Benefits at a Glance* handout, which will be supplied separately.

The BDL reserves the right to allocate its resources in the most efficient manner. Thus, it reserves the right to alter or terminate insurance coverage or benefit plans at its discretion as permitted by law and according to the benefit plan or policy involved.

The terms of the benefits will be controlled by the insurance carrier's plan description. Contact the Assistant Director for the *Benefits at a Glance* handout that explains eligibility requirements and details regarding insurance coverage, and with any questions.

Your insurance coverages terminate at midnight on the day the employment relationship is terminated with the BDL, or at midnight on the day your hours are reduced to an ineligible status.

### 5.4.3 • Signup and Maintenance

Any changes, additions, deletions, name changes, etc., must be reported in writing to the Assistant Director immediately to ensure appropriate coverage. This is the responsibility of the employee.

Eligible part-time employees who choose to participate in the BDL health insurance plan at their own expense must submit their monthly premiums directly to the bookkeeper by the first of each month, or by direct payroll deduction. Employees will be dropped from coverage if and when their monthly payments are not paid by the due date.

Upon resignation, discharge, or reduction of hours making you ineligible for the BDL health insurance plan, you may be eligible to continue insurance coverage if the BDL meets the criteria to be required to offer benefits under the [Consolidated Omnibus Budget Reconciliation Act \(COBRA\)](#). In that case, employees may carry their health insurance at their own cost for up to an additional 18 months, 29 months or 36 months, depending on eligibility criteria at the time of loss of coverage due to resignation, discharge, reduction of hours, or cause of loss eligibility.

## 5.5 • Compensation in Lieu of Health Care Coverage

Full-time employees who are eligible to participate in the BDL's health insurance program may instead opt to receive payments of \$625 at the end of each quarter, for an annual total of \$2,500, in lieu of health care coverage. This compensation will be paid as additional wages subject to Social Security, Medicare, and State and Federal withholding taxes.

Eligible employees wishing to receive compensation in lieu of health care coverage must fill out a request form with the Assistant Director. Employees transitioning from insurance coverage to compensation in lieu of coverage may do so at any time with the payments prorated to the quarter of the transition date. Employees opting to transition from receiving payments to receiving health care coverage must do so at the BDL's period of open enrollment, or within 30 days after a qualifying life event.

## 5.6 • Short- and Long-Term Disability Coverage

Short- and long-term disability coverage plans are available through the BDL's preferred provider. They are solely an employee's contribution and initiated by the employee. Interested employees should contact the Assistant Director to sign up. Monthly premiums will be automatically deducted from the employee's paycheck and remitted to the plan provider.

## 5.7 • Deferred Compensation Plan

A deferred compensation plan is available through the BDL's preferred provider. It is solely an employee's contribution and initiated by the employee. Interested employees should contact the Assistant Director to sign up. The specified amount is automatically deducted from the employee's paycheck and remitted to the plan provider.

## 5.8 • Workers' Compensation Insurance

All employees of the BDL are covered under the [Michigan Workers' Disability Compensation Act \(P.A. 317 of 1969\)](#).

## 5.9 • Service Club Membership

Any Branch Manager or member of the Management Team may join one local service club, chamber of commerce, or other local entity relevant to the BDL and is allowed to attend regular meetings of the organization, up to 6 hours per month on BDL time during regularly scheduled working hours provided any public service desk hours affected by the absence are covered. Branch managers should adjust their hours at the Library accordingly so that attending such meetings does not result in overtime. The BDL will not reimburse any dues or fees that membership may incur.

## 5.10 • Retirement Gift

Employees who retire from the BDL will receive a gift according to their years of service:

1. 5-10 years: \$100
2. 11-15 years: \$200
3. 16-20 years: \$300
4. 21 years and more: \$500

The BDL will reimburse you for expenses related to travel for the business of the BDL (including required or authorized training and attendance at conferences or workshops), special functions of the BDL, or the normal operations of the BDL, provided expenses are authorized in advance by the Director of Public Services. Travel expense reimbursement is not to be viewed as a source of supplemental income or profit.

The Director of Public Services may choose to use the BDL's credit card to prepay for lodging, travel fare, or other expenses. Otherwise, you are expected to pay for all expenses and to request reimbursement after the travel is completed.

The BDL will reimburse for the cheapest mode of travel to a destination, taking into account travel time or other mitigating factors.

Itemized, dated receipts for all expenses, except for incidental expenses, must be attached to the reimbursement form. The receipts should be cash register generated and include the place, date, time of the purchase, and amount paid to verify the correct reimbursement amount. Final approval of all reimbursements are subject to approval by the Director of Public Services.

### 6.1 • Automobile Travel

1. Mileage will be paid only when working.
2. Mileage will be paid only for travel in a personal vehicle.
3. Mileage will be reimbursed at the standard IRS rate as listed at [www.irs.gov](http://www.irs.gov).
4. Mileage will be determined from the most direct routes as determined by Google Maps or equivalent. Any miles driven in excess should be reported separately and must be submitted with an explanation. Reimbursement for these excess miles is subject to approval from the Director of Public Services.
5. When traveling from home to a destination that is not the usual assigned work location, claim whichever route is shorter: home to the destination OR the usual assigned work location to the destination.
6. Parking and toll charges related to authorized travel may be reimbursed.

### 6.2 • Automobile Rental

1. Automobile rentals should be economy- or compact-class unless the Director of Public Services approves an exception, or an economy or compact car is not available.
2. Costs of insurance for the vehicle will be reimbursed.
3. Mileage should be minimized during rental car use.

### **6.3 • Air or Train Travel**

1. Economy, coach, or equivalent class will be reimbursed. Business class or greater will be reimbursed only if there are no other options.
2. Tickets should be purchased as non-refundable unless approved by the Director of Public Services.

### **6.4 • Lodging**

1. Lodging expenses will be reimbursed up to the maximum for a destination as defined at [www.gsa.gov](http://www.gsa.gov).
2. Lodging taxes are reimbursable as long as they are listed on the lodging receipt.
3. Lodging reimbursement is limited to the single room rate.
4. Hotel reservations for conferences, conventions, and meetings can be at the hotel where the conference is located even when the rate exceeds the "approved rate" as defined at [www.gsa.gov](http://www.gsa.gov).

### **6.5 • Meals and Incidental Expenses**

1. Meals and incidental expenses will be reimbursed up to the maximum for a destination as defined at [www.gsa.gov](http://www.gsa.gov). Any expenses in excess of this amount should be presented to the Director of Public Services along with an explanation, and will be subject to approval from the Director of Public Services.
2. Incidental expenses are defined as fees and tips including, but not limited to, those given to porters, baggage carriers, hotel staff, etc. These expenses should be detailed on the reimbursement form. Reimbursement of these expenses will be subject to approval from the Director of Public Services.
3. The actual amount paid for food, non-alcoholic drinks, sales tax, and tips is reimbursable up to the allowable meal rate. If the tip amount is not printed on the receipt, a handwritten amount is acceptable. These expenses should be detailed on the reimbursement form.
4. Meal reimbursement requests may not include the purchase of a meal for someone other than you. Only the actual amount or your meal, up to the allowable rate, will be reimbursed.
5. Reimbursement for alcoholic beverages is never allowed.

### **6.6 • Other Reimbursable Expenses**

Expenses not listed in this policy may be reimbursed if approved by the Director of Public Services.



## **6.7 • Tuition Reimbursement Program**

### **6.7.1 • Purpose**

The purpose of the tuition reimbursement program is to assure a skilled staff by paying partial tuition to you to pursue a Master's Degree in Library or Information Science from an ALA-accredited university. In exchange, you agree to continue working for the BDL for at least 4 years after completion of your Master's Degree.

### **6.7.2 • Eligibility**

If you hold a Bachelor's Degree, you may apply to participate in the program, either in advance or within 30 days after the start of term. Your application is to the BDL Board of Trustees and must have an endorsement by the Director.

### **6.7.3 • Funding**

Funds will be budgeted on an annual basis by the Board of Trustees. The sum budgeted for tuition reimbursement will be divided among those participating, with consideration for their respective course loads.

### **6.7.4 • Obligations of the BDL**

Budgeted funds permitting, the BDL may reimburse up to 50% of your tuition cost if you are approved and actively pursuing a Master's Degree in Library or Information Science and you comply with all program requirements. If you complete the Master's Degree and continue to work for the BDL for 4 years after completion of your Master's Degree, the BDL will waive repayment of all tuition paid, waive all interest, and cancel the promissory note(s) signed by you. If the BDL terminates the tuition reimbursement program because of lack of funds, the BDL will cancel your tuition reimbursement agreements and promissory note(s) if you are not in default without any obligation of repayment, continuing education, or continued employment. If you are in default on a tuition reimbursement agreement or promissory note(s), your reimbursement agreement and promissory note(s) will not be canceled.

### **6.7.5 • Employee Obligations**

You must actively pursue a Master's Degree in Library or Information Sciences from an ALA-accredited university, timely complete the degree, agree to accept full-time employment with the BDL if offered, and continue working for the BDL for a minimum of 4 years after completion of your Master's Degree to be entitled to full waiver of repayment of tuition paid by the BDL. Each term, you must submit to the Director all information requested on the course of study pursued and must sign a tuition reimbursement agreement and promissory note for all funds advanced. Interest and payment on each and any promissory note will be deferred so long as you are in compliance.

### **6.7.6 • Employee Default/Abandonment**

If you fail to take any courses for a period of more than 1 year, you will be deemed to have abandoned the program and will be required to repay the tuition reimbursed according to the schedule below. You will be in default if you voluntarily leave or are discharged for a reason other than lack of work before completing your Master's Degree, or if you voluntarily leave within 4 years after completion of your Master's Degree. You must pay back the appropriate percentage of the tuition reimbursement money advanced, together with interest at 6% commencing on the date you abandon or default on the program, under the following schedule:

1. Abandonment of program by failing to complete any courses for one year, 100%
2. Default within the first year after training is completed, 100%
3. Default within the second year after training is completed, 75%
4. Default within the third year after training is completed, 50%
5. Default within the fourth year after training is completed, 25%

You will be obligated to repay the BDL the entire amount no later than 1 year after abandonment or default by making monthly payments of no less than 1/12<sup>th</sup> of the outstanding balance per month, to be applied first to interest, then to principal, with payments due on the first of each month, until paid in full.

### **6.7.7 • Forms**

[See Chapter 14, Section 2](#) for the forms associated with tuition reimbursement.

You are expected to provide a high level of customer service, while living up to the standards described in the [Michigan Ethics Act \(P.A. 196 of 1973\)](#) and the [American Library Association Code of Ethics](#). Specializations within the BDL may have other requirements and expectations which will be explained by your supervisor.

### 7.1 • Professional Attitude and Conduct

Patrons have a right to expect alert and courteous service at all times. It is necessary to remember that any question that is presented is important, or the patron would not have asked it. There is no better advertising for the BDL than a satisfied patron. An appearance of indifference or an attitude of superiority or amusement can undo in a single instance the goodwill that may have been built up through years of friendly relations with our patrons.

You are requested while on duty not to voice opinions about controversial matters.

It would be impossible to cover every aspect of professional behavior in a single document; however, the following list is to serve as a guide. In the absence of a written policy, you should ask your supervisor, following the Chain of Command.

### 7.2 • Chain of Command

The chain of command for you to follow when attempting to resolve issues requiring supervisory or management assistance is:

1. Immediate Supervisor
2. Director of Public Services
3. Assistant Director
4. Director

In the event all of the above mentioned are absent, you should make every effort to contact one of them. If all attempts to contact them fail, the employee on duty with longest length of service is in charge.

You are not to contact members of the BDL Board of Trustees directly about matters of library business, unless otherwise allowed by this Handbook. You may speak to the full Board of Trustees at any public Board meeting as part of the public comment time.

### 7.3 • Employee Conduct and Work Rules

The BDL has policies, procedures, and standards of conduct to ensure orderly and professional operations, high quality of service to our patrons, and to provide a positive and safe work environment for all employees.

It is not possible, however, to list all of these things; accordingly, the list contained below is not exhaustive. You are expected to avoid the conduct listed below and to use "common sense" and socially acceptable standards of conduct.

You will avoid:

1. Excessive absenteeism or absence without permission.
2. Unexcused or excessive tardiness.
3. Inefficiency, negligence, or non-performance of assigned duties.
4. Fraud committed by knowingly accepting pay for operations not performed or time not worked.
5. Insubordination, which includes not only refusal to carry out directions given by a supervisor, but also receiving such directions in an insolent manner.
6. Rude or inappropriate behavior to, or harassment of, patrons and other employees.
7. Providing false information on an employment application, time record, or any other record.
8. Divulging confidential information.
9. Prohibited solicitation of patrons, other employees, or anyone else.
10. Theft or inappropriate removal or possession of property of the BDL, other employees, or patrons.
11. Destruction of, or defacing, property of the BDL.
12. Possession of dangerous or unauthorized materials, such as explosives, firearms, or other weapons on property of the BDL.
13. Acts of sabotage or other interference with operations of the BDL.
14. Violating the Substance Abuse policy ([see Chapter 9, Section 4](#)).
15. Violation of any policy contained in this Employment Handbook.

Notwithstanding the above, including the listing of standards of conduct and/or the issuance of corrective disciplinary action, you are an at-will employees and can be discharged with or without cause, with or without notice.

## **7.4 • Open Door Policy**

It is the BDL's desire to provide good working conditions and maintain harmonious working relationships among employees, as well as between employees and management. In order to correct any work-related problems, the BDL must be fully informed about them. Therefore, the BDL has an "open door" problem-solving policy. You are encouraged to discuss concerns with your supervisor at any time, and to work together toward prompt resolution of any problems.

## **7.5 • Attendance and Punctuality**

You are expected to report to work on time and be at your job stations, ready to work. If an employee is waiting to be relieved by another employee, the first employee should wait until the second employee is present so that there is no loss of service to the public.

In recognition of the difficulties imposed upon the BDL through failure of employees to comply with their posted work schedules, you must give prior notice to your supervisor using the preferred method(s) of contact whenever you expect to report late or be absent from work.

## **7.6 • Dress and Appearance Code**

The public image of the BDL is at least partially projected by the appearance of employees. You are responsible for your personal appearance and hygiene. You are expected to demonstrate common sense regarding appropriateness of attire. Attire may not interfere with your job performance or general safety. The standard for appropriate attire is business casual.

Business casual means that you are permitted to dress in comfortable, informal clothing, suitable for an office environment. All clothing should be clean and tidy. Torn, dirty, or frayed clothing is unacceptable. Jeans or denim, with a business casual top, are permitted only on weekends, defined as Fridays through Sundays. Library t-shirts are permitted during special circumstances, such as during Summer Reading. Exceptions to the dress code may be authorized by supervisors for special projects, outside programming, or when you are scheduled to perform duties that require physical exertion.

A name tag will be provided to you and must be worn when working. A maximum of one replacement name tag is provided annually. Additional replacements will be at your expense.

Personal care products such as cologne, perfume, aftershave, scented lotions, fragranced hair products and/or similar products can be disruptive and potentially dangerous to other employees and to the public. Wear these with restraint.

No dress code can cover all situations, so you must use a certain amount of judgment in your choice of clothing to wear to work. If you are unsure about what constitutes acceptable, business casual attire for work, please ask your supervisor. Supervisors are authorized to send you home without pay to change clothes if your attire does not meet these rules. Final judgment of inappropriate dress rests with the Assistant Director.

## **7.7 • Non-Public Areas**

Each branch of the BDL has non-public areas that may or may not be visible to the public; these areas are considered staff areas in which you may work, take breaks, and eat meals.

## **7.8 • Eating or Drinking in Public**

Eating while on duty is prohibited in areas where you may be visible by the public, except a designated non-public area as described in [Chapter 7, Section 7](#). If you are working at a public service desk, you should not chew gum, but you may stay hydrated during your work shift, provided drink containers are closed to prevent spillage, are not in the way, and any drinking occurs outside of time assisting patrons.

## **7.9 • Outside Employment**

You will not engage in other employment during hours you are working for the BDL.

## **7.10 • Equipment**

You should take care of equipment, furnishings, and property of the BDL. At the end of the day, public and private desks should be straightened and work materials put away. All work areas should be maintained in a neat and orderly condition.

## **7.11 • Ownership of Materials**

You may choose to use your own personal materials in carrying out certain aspects of your job. It is recommended that any personal materials that you intend to leave at the BDL on a long-term basis be identified as your personal property. Any property purchased with funds of the BDL remains property of the BDL and may not be removed upon your separation. This includes files (both paper and machine-readable) compiled as part of your position and/or responsibilities.

## **7.12 • Reading**

A patron has a right to expect you to be familiar with the collection and to keep informed about new titles. Reading during hours you are working should be limited to professional periodicals, book reviews, and materials required for your job assignment, whether in traditional print media or online; however, you remain responsible for giving priority to patrons. Personal reading, cannot be construed as keeping informed about the collection.

## **7.13 • Solicitation, Distribution, and Gifts**

You are prohibited from any type of solicitation of or distribution to patrons. Likewise, you should not solicit requests for personal favors, of any kind, from patrons. You may not accept valuable gifts or money from patrons and/or suppliers. You are permitted to accept candy and other inexpensive items, provided they stay in the library and are shared among the staff when practical.

You may sell appropriate items, such as candy from school sales and raffle tickets, to other employees during nonworking time, in nonworking areas. However, you may not set these items out in public areas. You may not conduct this or any other personal or non-business activities during working time. Working time does not include periods when you are not expected to perform job duties, such as break and meal periods. The distribution of literature in any working area at any time is not permitted.

### 8.1 • Trial Period

A trial period is an extension of the selection process, useful for new or former employees and for current employees who are changing jobs as described below. It provides an opportunity for the supervisor to evaluate, and the employee to demonstrate, whether the employee can perform the duties and fulfill the responsibilities of the position. For employees who are struggling, the trial period is their last chance to demonstrate that they can meet the supervisor's expectations for satisfactory work performance and/or behavior.

The trial period is used in three circumstances:

1. When a new or former employee begins work at the BDL.
2. When a current employee moves to a new job within the BDL that the employee has never done before (e.g., moving from a clerk to a Branch Manager).
3. When a current employee is given a Performance Improvement Plan as a last chance to improve work performance or work behavior sufficiently to avoid being discharged.

#### 8.1.1 • New or Former Employees

The trial period gives new employees the opportunity to learn the duties and responsibilities of the positions into which they have been hired. It also allows the employees to demonstrate their abilities to achieve acceptable levels of performance and to determine whether the new position meets their expectations. The BDL uses this period to evaluate the employee's capabilities, work habits, and overall performance, and to assess the employee's strengths, weaknesses, and suitability for the work and the work environment.

#### 8.1.2 • Employees Changing Jobs

For an employee who moves to a new position within the BDL, the trial period is used much the same ways as it is for new employees. The difference is the greater focus on the employee's fit with the new job (and maybe a new branch) and the employee's satisfaction with the change.

#### 8.1.3 • Employees on a Performance Improvement Plan

For some employees facing potential discharge, it may be appropriate to give them one last chance to prove that they can change their work behavior and/or work performance to meet expectations and, thus, avoid being discharged. The employee will have been given a list of very specific changes that must be made or other things that must be done in order to satisfactorily complete the trial period and retain employment with the BDL.

#### 8.1.4 • Length of Trial Period

For all new and rehired employees, the trial period will last for a period of 90 calendar days after their date of hire. Any significant absence will automatically extend this period by the length of the absence. If the Director determines that the designated trial period does not allow sufficient time to thoroughly evaluate the employee's performance, this period may be extended for a specified period.

The length of the trial period for employees on a Performance Improvement Plan will be determined by the Director.

### **8.1.5 • Completion of Trial Period**

Satisfactory completion of the trial period does not alter the “at will” nature of your employment. The BDL is an at-will employer. Either the employee or the BDL may end the employment relationship at will at any time during or after orientation, with or without cause.

## **8.2 • Performance Evaluations**

The BDL expects a continuous process of reviewing, analyzing, and evaluating employee job performance, which includes work behavior. The objective is to establish and maintain a clear understanding between supervisor and employee of the employee’s job duties, responsibilities, and authority.

The Board of Trustees believes that our library will function best when all employees fully understand their jobs, what is expected of them with regard to their work and their work behavior, and how well they are doing. That understanding is best accomplished by ongoing communication between the supervisor and employee about the job and the employee’s performance. Every employee will have at least one formal performance evaluation meeting and written evaluation each year.

This evaluation process should provide an opportunity for supervisors and employees to evaluate goals set for the year, to seek solutions to problems, to discuss needed improvements, and to agree upon goals for the coming year. Performance evaluations will become a permanent part of each employee’s personnel record.

### **8.2.1 • Timing**

1. Trial period employees not on a Performance Improvement Plan will be given their first evaluation within a week of the end of their trial period.
2. New employees, and current employees who transfer or promote to new jobs with significantly different duties, will also receive formal evaluations after 90 and 180 calendar days.
3. All other employees will be evaluated at least annually at the time of their anniversary date with the BDL.

### **8.2.2 • Applicability**

This policy applies to all employees of the BDL, except the Director, whose performance is evaluated by the BDL Board of Trustees.

### **8.2.3 • Procedures: Supervisors**

1. Supervisors will meet with new employees and employees who move to new positions on the first or second work day to explain their jobs and performance expectations to them in detail and to assess the employee’s knowledge, skills, abilities, and personal characteristics to perform the work for which they were hired. Any deficiencies will be noted as a training and development need.
2. The supervisor should make a plan to address any identified training and development needs.



3. Supervisors are responsible for monitoring and praising or correcting performance as appropriate on an ongoing basis.
4. Supervisors are responsible for maintaining their own performance records (electronic or paper) of their observations of each employee's work and behavior, and of any commendations or complaints received about an employee. There should be one such record for each employee. Written records are to be maintained in a locked file cabinet or some other secured location. The originals of all items in an employee's file will be sent to the Assistant Director for the BDL's master personnel file. Supervisors will keep a copy.
5. Supervisors are responsible for conducting formal performance evaluation meetings and written evaluations after the first 90 days and one-hundred 180 days of work for new employees and current employees changing to a significantly different new job, and annually on the anniversary date of employment (or as specified in their contract) for all employees. These formal evaluation discussions and written evaluations should also be conducted whenever there a significant change in work performance or behavior occurs.
6. Supervisors may conduct informal evaluations or coaching and counseling sessions at any time provided that all such sessions and the reasons for them are recorded in the supervisor's performance record for the employee.
7. Supervisors are responsible for ensuring that employees have training as needed to understand or be able to perform their jobs and/or what is expected of them while on the job.

#### **8.2.4 • Procedures: Employees**

1. Employees are responsible for being sure that they understand what is expected of them in terms of their job duties, standards of performance and work behavior.
2. Employees are responsible for asking their supervisors for clarification or direction whenever they are unclear about what is expected of them.
3. Employees are responsible for preparing a self-evaluation using the form or directions provided by their supervisors. Typically, self-evaluations will be required before the annual performance evaluations, but they may also be required at any other time at the supervisor's discretion.
4. Employees will be given the opportunity to review and comment on formal evaluations before they are finalized.

#### **8.2.5 • Procedures: The Conduct of the Formal Evaluation**

1. The supervisor will inform the employee of the date and time of the formal evaluation, giving the employee sufficient time to prepare for the meeting.
2. The supervisor will direct the employee to complete a written self-evaluation.
3. The employee will submit the written self-evaluation to the supervisor at least 2 days before the scheduled performance evaluation meeting.
4. The meeting will be conducted in private and during the employee's scheduled work hours.

5. In the meeting, the supervisor and employee will discuss:
  - a. the employee's performance and work behavior, including the employee's self-evaluation and the supervisor's evaluation;
  - b. the employee's accomplishments and deficiencies;
  - c. changes, if any, the employee must make to improve performance or behavior;
  - d. changes that may need to occur in the employee's job; and
  - e. any training or development the employee may need or desire.
6. Following the meeting the supervisor will prepare or finalize the written evaluation.
7. The employee will have a chance to review the written evaluation and add any written comments to it.
8. The employee will sign the evaluation. The signature does not indicate that the employee agrees with the supervisor's evaluation; it merely indicates that the evaluation was discussed with the employee and that the employee has received a copy of the written document.
9. The final written document and any attachments will be placed in the employee's official personnel file.

### **8.3 • Performance Evaluation Appeals**

An employee who disagrees with the final evaluation may appeal it to the Director. Employees who report to the Director may appeal to the Personnel Committee of the Board of Trustees. All appeals must be submitted in writing and must list the specific part(s) of the evaluation with which the employee disagrees and the specific reason (s) for each area of disagreement.

For appeals to the Director, the Director will review the appeal and may choose to meet with the employee, the supervisor or both, singly or together to discuss the area(s) of disagreement. When the Director has enough information to make a decision, the Director will provide both the employee and the supervisor with a written response explaining the decision to either grant or deny the appeal. The Director may choose to provide the written response in a meeting with one or both parties to better facilitate understanding of the final decision. A copy of the employee's appeal and the Director's response will be attached to the performance evaluation in the employee's personnel file.

Appeals to the Personnel Committee of the BDL Board of Trustees will be handled in much the same way except that the final decision must be made by the full Board to be in compliance with the [Michigan Open Meetings Act \(P.A. 267 of 1976\)](#). After collecting relevant information, the Personnel Committee will present their recommended action and rationale in writing to the full Board of Trustees. The matter will be considered at a meeting of the BDL Board of Trustees, which will be open to the public unless the employee making the appeal requests a closed hearing.

### **8.4 • Employee Recognition**

The BDL cannot achieve our mission without the work of our employees. It is important to recognize the critical roles they play in our enterprise and to reward outstanding contributors.

It is, therefore, the policy of the BDL Board of Trustees to recognize employees and volunteers who exhibit excellence in their work, who practice and demonstrate our core values, and who contribute significantly to the mission of the BDL. (Note: Hereinafter, the word "employees" is used to include volunteers as well as paid workers.)

### 8.4.1 • Guiding Principles

The following statements serve as the BDL Board of Trustees' guiding principles for employee recognition.

1. The Board states and believes that our employees are our greatest asset.
2. Employee recognition should be part of the institutional life of the BDL.
3. Recognition should be based on activities/behaviors that reflect our core values:
  - a. We are forward-thinking.
  - b. We are involved.
  - c. We are trustworthy.
  - d. We are community-focused.
  - e. We provide high quality and diverse programs.
4. Recognition should also be based on activities/behaviors that help us achieve our mission: To provide the people of our communities with library collections and services to meet their educational, informational, and recreational needs.
5. Library managers and supervisors should always provide employees with informal, ongoing recognition and appreciation for work well done.
6. Similarly, employees are encouraged to recognize their coworkers for work well done.
7. Criteria for recognition encourage cooperation and involvement rather than competition, maintaining opportunities for recognition of both individual and team efforts.
8. The recognition system communicates what is important to the BDL, why we are all here, and the goals to be achieved.
9. Recognition reflects expectations for quality results in products, processes and services, or recognition of service above and beyond the call of duty.
10. Recognition is meaningful and/or useful to employees.
11. Recognition is defined by the business needs of the BDL, that is:
  - a. To promote individual, team and organization success.
  - b. To link numerous "little efforts" to a large effort with greater impact.
  - c. To reflect the highest ethical and professional standards.
  - d. To encourage and promote staff development.

- e. To recognize creativity and innovation.
- f. To recognize excellence in public service.

12. *Any public display or recognition must be done only with permission from the employee because not all employees enjoy public recognition.*

#### **8.4.2 • Implementation**

1. The Director will develop specific recognition methods and procedures.
2. The BDL Board of Trustees will authorize an amount of money which may be spent on the employee recognition program and will designate the budget line from which the money will be taken.
3. Any new recognition method/tool may be modified or terminated at any time at the discretion of the Director.
4. The Director must include a report on the numbers and types of recognition awarded in the Director's monthly report to the Board of Trustees.

### 9.1 • Safety

The BDL is committed to protecting the safety and health of every employee, but maintaining a safe and healthy working environment requires you to comply with all established safety rules. You are responsible to assist the BDL in establishing and maintaining a safe working environment. You are also expected to report any condition that may be unsafe or unhealthy to the Assistant Director.

You may be assigned keys, electronic key fobs, or other means of electronic access to the BDL's facilities. You must safeguard these items and report any loss immediately to the Assistant Director. You will be charged the replacement cost for any such lost items.

### 9.2 • Illness

Easily communicable infectious diseases, such as influenza, pose a threat to normal orderly operations of public institutions like the BDL. If you are sick with flu-like symptoms, you should report your absence to your supervisor using the approved method, then stay home and rest until you are symptom-free for at least 24 hours. If you are exhibiting symptoms while at work, you may be required to leave by your supervisor.

### 9.3 • Accidents and Injuries

An employee who has a work-related injury or illness must immediately report such illness or injury to the Assistant Director, so that a report may be filed with the BDL's insurance provider.

The BDL may require a medical release prior to allowing you to return to work. The BDL may require that you submit to necessary medical evaluation at the BDL's expense, including but not limited to drug screening, by a doctor selected by the BDL or its insurance carrier.

#### Procedure

1. Any employee who suffers a work-related injury or illness must report the incident to their immediate supervisor within 24 hours. This requirement will be waived as necessary in relation to the nature and severity of the injury or illness.
2. Any employee who suffers a work-related injury or illness must complete an incident form. The supervisor will assist you in completing the incident form, if necessary. The supervisor will authenticate and submit the incident form to the Assistant Director.

### 9.4 • Closures

Occasionally, the Director must make the decision to temporarily close one or more branches. When this occurs, employees will be paid per scheduled hours. The public and employees will be informed through posted notices, online announcements, or telephone. Other situations will be handled on a case-by-case basis, depending on the nature of the emergency and staffing needs.

During inclement weather, employees who are unable to get to work because of local conditions will contact their supervisor and/or report for work as soon as conditions clear. Missed work time will be unpaid or covered using available PTO hours.

## 9.5 • Substance Abuse Policy

It is the policy of the BDL to prohibit the possession, distribution, manufacture, or use of illegal drugs, alcohol, or marijuana on the BDL's property or while conducting the business of the BDL, including during breaks or meal periods.

No employee will be under the influence of or impaired by illegal drugs, alcohol, or marijuana while on the BDL's property or while on the business of the BDL, including during breaks or meal periods.

No employee will be under the influence of or impaired by prescribed drugs or medication that could affect their performance or judgment in a way that could result in unacceptable safety risks to you, other employees, or patrons, or otherwise undermine the BDL's ability to operate effectively and efficiently. You are always encouraged to follow the advice of medical professionals and discuss any issues that may arise from the use of prescription drugs or medications with their immediate supervisor.

The above rules include, but are not limited to, certain times when you may use your personal vehicle for the business of the BDL while off property.

The Assistant Director may require you to submit to drug or alcohol testing at the BDL's expense if there is suspicion of a violation of this policy. You will be required immediately to report to a testing site.

The BDL will report any illegal activities to law enforcement authorities.

## 9.6 • Workplace Violence

The BDL will not tolerate threats of violence or acts of violence against patrons, visitors, or employees. Any threat of violence made by a patron or employee, or any other individual, needs to be reported immediately to the Director. In an extreme emergency, any employee who is safely able to do so should call 911 before contacting the Director.

## 9.7 • Smoking and Tobacco Products

No smoking—including but not limited to the use of electronic cigarettes, tobacco, and tobacco-like products—will be allowed anywhere on the BDL premises, except in designated outdoor locations. [Michigan's Smoke-Free Air law \(P.A. 188 of 2009\)](#) includes civil fines that may be imposed for violation of the law.

## 9.8 • Searches and Inspections

In order to protect everyone's safety and property, the BDL reserves the right to inspect employees' desks, cabinets, briefcases, purses, personal computers, personal motor vehicles when used for work-related purposes, and any other personal belongings brought onto the BDL's property if the BDL has a reasonable suspicion that you have engaged in work-related misconduct or that the search is necessary for a non-investigatory work-related purpose. The BDL reserves the right to make any investigation or search without notice to you, and in your absence. You are expected to cooperate in any search.

## 9.9 • Medical Examination

If you use unpaid leave or PTO for medical purposes, you may be required to furnish a statement from your medical practitioner, or a medical practitioner designated by the Assistant Director, indicating the nature and expected duration of the illness or disability, and your ability to return to work following the leave. The Assistant Director may also require an evaluation from a medical practitioner at the BDL's expense if there is reason to believe you are not able to work or have been exposed to a contagious disease which endangers the health of other persons.

### 10.1 • Public Relations Policy

The Board of Trustees recognizes the responsibility to maintain communication with the public about the BDL's mission, collections, and services in order to foster a positive image and maximize use of the BDL's resources.

To keep the public informed of the BDL's collections and services, the BDL will get the word out via:

1. The BDL's web site, social media, and other electronic media.
2. Newsletters, brochures, and other promotional material produced by the BDL.
3. Local radio stations.
4. Local newspapers of record.
5. Local commercial papers.
6. Public information television channels.
7. Yearbooks, community guides, and other community publications.

Surveys of the community will be initiated at least every 5 years to ensure that the BDL is responding to actual needs expressed by its users.

While all staff members and Board of Trustees represent the BDL to the community, the Director or designee(s) will serve as the contact person for the media. Unless authorized to do so by the BDL, do not represent yourself as an official spokesperson for the BDL or represent your views as the official views of the BDL.

Comments, suggestions, complaints, compliments, and other public input should be forwarded to the Director. Public input will be forwarded to the Board of Trustees for further action as needed.

### 10.3 • Information Systems Policy

The BDL provides an Information System for you to use while working. The Information System may include, but is not limited to, computer hardware, software, communications equipment (such as landline and cellular telephones), "smart phones", digital cameras, and all communications and information communicated thereby, including but not limited to email, voicemail, text messaging, digital photos, GPS locations, and all communications and information transmitted by, received from, entered into, or stored on these systems. You are encouraged to make use of the Information System to communicate regarding matters within the scope of your regular assigned duties, and to acquire information that will help you perform your job more efficiently.

The Information System can be a very valuable tool, if used properly. You are required to comply with the following rules in using the Information System:

1. Avoid using computers or mobile devices provided by the BDL for personal business, or for purposes unrelated to your job. While there may be some discretion allowed before and after business hours, and during meals and approved breaks, the other restrictions in this document remain applicable during those



times. Employees may make up to 10 free personal copies per day, from either printers or copy machines. Employees are expected to pay \$0.10 per page for all personal copies beyond this daily limit.

2. Taking or making personal calls, and engaging in electronic communication, are discouraged except in emergencies. All personal calls, whether on an employee's phone or the BDL's, should be kept to a minimum and be as brief as possible. Personal calls or electronic messaging should be made in non-public areas during the employee's break. Any personal telephone calls made on the BDL's telephones that might incur a toll (for example, international calls) should be reported to the bookkeeper, and the employee will reimburse the BDL for them. Employees must keep all personal devices in silent or vibrate mode while at work and the devices must not be visible to the public at the service desk.
3. When using the Information System, take care to ensure that all communications and messages are courteous and professional. If you are the recipient of content that is harassing or offensive, inform the Assistant Director.
4. Assume that anything transmitted over the Information System may be intercepted by a third party. Never send strictly confidential messages over the Information System without observing appropriate security precautions approved by the BDL management.
5. Remember that anything transmitted over the Information System, however confidential or potentially embarrassing, may have to be disclosed in court proceedings or investigations by governmental authorities and regulatory bodies, or in response to [Freedom of Information Act \(FOIA\)](#) requests.
6. THERE IS NO EXPECTATION OF PRIVACY WITH RESPECT TO ANY INFORMATION ON THE INFORMATION SYSTEM. The BDL reserves the right to record and monitor all access to, and use of, the Information System. By accessing and using the Information System, and as a condition of such use, you consent to the BDL's monitoring, which may include, but is not limited to: calculating time spent on the Information System; determining specific internet sites accessed on the Information System; reviewing any communications, images, or messages sent, received, or stored on the Information System; and reviewing keystrokes used on the Information System.
7. You must not attempt to interfere with the BDL's ability to monitor your use of the Information System by using any unauthorized encryption method, by failing to enter your assigned user identification when logging onto the Information System, password-protecting library computers without consulting the IT department, or in any other manner.
8. You must keep any and all assigned user identification, access codes, or passwords strictly confidential and must not let anyone else use a terminal which you have logged on using such confidential information. Do NOT share your passwords with any other person, including other employees.
9. Do not use the BDL's email addresses to register on social networks, blogs, or other online tools utilized for personal use.

## 10.4 • Social Media Policy

"Social media" includes all means of communicating or posting information or content of any sort on the Internet, including to your own or someone else's web log or blog, journal or diary, personal web site, social networking or affinity web site, web bulletin board or a chat room, whether or not associated or affiliated with the BDL. Common examples of social media include, but are not limited to: Facebook, Twitter, YouTube, and Wikipedia.

You may not use social media for purposes unrelated to their job while on work time and in work areas.

Employees who are authorized to contribute to the Library's social media presence should present content in a professional manner that reflects the BDL's mission and values. A social media account serves as the digital face of the BDL and through such accounts employees should maintain the same level of customer service provided in our physical spaces. Posts should inform patrons about services, resources, programs, and events. Posts should promote library use and encourage dialogue between patrons and employees. Posts should be positive in tone and should reflect the values and viewpoints of the BDL, rather than personal opinions. Employees are welcome to share the BDL's social media content on their personal pages. No employee should create original social media content for the BDL on their personal accounts.

Unless authorized to do so by the BDL, do not represent yourself as an official spokesperson for the BDL or represent your views as the official views of the BDL.

If the BDL is a subject of the content you are creating, be clear and open about the fact that you are an employee and make clear that your views do not represent those of the BDL.

Regardless of any other provision of this policy, the BDL's social media policy does not prohibit employees from engaging in this kind of activity, nor prohibit any other activity that is protected by the [National Labor Relations Act](#).

## 10.5 • Photographs

Employees may not publish photographs of patrons and minors in any media without a written authorization and release of liability from the patron or the minor's parent or legal guardian. Photographs of patrons should be taken only on the BDL's cameras whenever possible.

### 11.1 • Employee Information Change

You must keep your personal information current for your employee files. The following list is not all inclusive but does represent the types of changes that you should report in writing to the Assistant Director:

1. Change of address
2. Change of name
3. Change of marital status
4. Dependent status changes
5. Change of phone number
6. Requested tax changes

Correct personal information is imperative in order to provide you with timely information regarding your benefits and other important information regarding your employment. Failure to provide the correct personal information on a timely basis could result in delaying time sensitive information or certain benefits.

### 11.2 • Social Security Number Policy

In compliance with the [Michigan Social Security Number Privacy Act \(P.A. 454 of 2004\)](#), the BDL will ensure, to the extent practicable, the confidentiality of Social Security Numbers (SSN). For the purpose of this policy, SSN refers to the use of more than 4 sequential numbers of an employee's Social Security Number.

The BDL will not:

1. Publicly display more than 4 sequential numbers of your complete Social Security Number.
2. Use the SSN as your primary account number.
3. Visibly print your SSN on any badge or card.
4. Require you to use or transmit your SSN over the Internet or computer system unless the connection is secure or encrypted.
5. Require you to transmit your SSN to gain access to an Internet web site or computer system network unless the connection is secure, the transmission is encrypted, or a password or other authentication device is required to gain access.
6. Include your SSN in or on any document sent to an individual if the numbers are visible on or, without manipulation, from outside of the envelope or packaging.
7. Unlawfully disclose SSNs.

Only personnel authorized by the Director will have access your SSN.

Documents containing SSNs will be destroyed, or have the SSNs redacted in an appropriate manner when no longer needed.

Penalties for unlawfully disclosing Social Security Numbers may include discipline up to and including dismissal, and can be punishable to the extent of the law.

### **11.3 • Personnel Files**

You have the right to examine your personnel file, or to obtain a copy of your file, upon request to the Assistant Director. If you wish to examine your file, you may do so at a mutually agreeable time. Files are not to be removed from the BDL for such examination.

### **11.4 • Employment Verification**

The Assistant Director will answer requests for employment verification and references about current and former employees. Responses to such inquiries will be limited to confirmation of employment dates and position(s) held. No additional data will be released without the employee's written authorization.

### 12.1 • Reductions of Hours

The BDL may reduce the FTE status of any position, and of the employee in that position, at any time to increase organizational efficiency and/or reduce costs. Employees will be given at least 2-week's written notice if the change in FTE status of their position will result in a reduction of their insurance or PTO eligibility. Employees whose FTE status has been reduced will be placed on a reemployment list for their job class and original FTE status.

If an employee wishes to voluntarily reduce their hours, the employee must make a written request to the immediate supervisor. A temporary reduction in hours may be approved by the Assistant Director, after consultation with the supervisor, for up to 1 month. If the employee doesn't return to their regular number of hours at the end of the agreed upon time, the employee will be considered to have voluntarily resigned from the BDL. If an employee requests and receives approval to voluntarily take a reduction in hours for longer than 1 month, that reduction will be permanent. However, the employee will be placed on a reemployment list for their job class and original FTE status.

### 12.2 • Layoffs

If it becomes necessary to abolish one or more positions and lay off employees, it is the policy of the Board of Trustees to do so in a manner that preserves employment for the most qualified employees. Consideration will be given to the experience, training, skills, abilities, and the 2 most recent performance reviews of the employees likely to be affected.

For example: If a Clerk position is to be eliminated at the particular Branch, the Management Team will do the following:

1. Identify any vacancies throughout the BDL that the incumbent of the abolished position is qualified to do. If there is a vacant Clerk position at another Branch, the incumbent of the Clerk position which is being abolished will be offered the choice of being reassigned to that vacant position (which may be in a lower FTE status) or accepting the layoff.
2. If there is no applicable vacancy, the Management Team will review the experience, training, skills, abilities, and the 2 most recent performance reviews of all Clerks with the same FTE status as the Clerk position which is being abolished. The Clerk to be laid off will be the person who they deem to be the least qualified and who has the weakest performance reviews. If that person works in a different branch, the Clerk whose job has been abolished will be reassigned to the position of the employee who is laid off.
3. If the Management Team determines that 2 or more Clerks with the same FTE status are equally qualified and have comparable performance reviews, the employee with the shortest length of service with the BDL will be laid off and the one of the other employees will be reassigned to fill that person's vacant position (assuming that it was not the position being eliminated).

If layoffs become necessary, the affected employees will be given at least 2-weeks' written notice before the effective date of the layoffs.

## 12.3 • Reemployment after Reduction in Hours or Layoff

Employees whose hours have been permanently reduced or who have been laid off will be placed on a reemployment list for the job class (e.g., Clerk) and FTE status from which they were laid off or had their hours reduced. They will remain on that list for 1 year from the date of their layoff. Should a vacancy in the same class occur, the BDL will consider the names on the reemployment list before advertising the job for applications. Names will be considered in the following order:

1. Category 1 - Current employees whose hours were reduced by management will be considered first for any vacancy in the same job class and with the same FTE status as their former FTE status.
2. Category 2 - Former employees who were laid off will be considered next for any vacancy in the same job class and with the same or lesser FTE status as the position from which they were laid off.
3. Category 3 - Current employees who requested a voluntary reduction in hours of longer than 1 month will be considered last for any vacancy in the same class and with the same FTE status as their former FTE status.

If there are multiple employees in any of the categories on the reemployment list, employees will be offered the vacancy in the order in which they appear on the reemployment list within each category before moving on to the next category.

### 13.1 • Continuing Education

The Board of Trustees encourages employees to take advantage of appropriate continuing education opportunities, via training at the BDL, our library cooperative, the Library of Michigan, and other state and regional agencies.

All new non-exempt employees are required to attend, at the BDL's expense, the Beginning Workshop sponsored by the Library of Michigan, which is offered each spring. Employees must meet any continuing education requirements of the Library of Michigan.

If you are interested in attending a continuing education program, workshop, or other training session, you should discuss it with your supervisor. If your supervisor approves and if there is coverage for any work shifts missed, the request will be forwarded to the Director of Public Services. The Board of Trustees has set aside funding for training in the budget and it is the job of the Director of Public Services to apportion these funds in the best interests of the BDL.

### 13.2 • Hiring of Relatives of Employees

Hiring of relatives of employees may occur if individual applicants have skills the BDL needs; however, it is a practice which is not encouraged. It is the BDL's policy that immediate family must compete openly with all other applicants, may not work in the same physical location, may not be supervised by a family member, and may not be interviewed by a family member.

### 13.3 • Credit Cards and Lines of Credit

All credit cards or open lines of credit may be used only by the Director or Assistant Director, pursuant to the BDL's policy on expenditures. On a case-by-case basis, the Director or Assistant Director may authorize use of a credit card or open line of credit by another employee. Such authorized use by another employee must be immediately followed by the return of the financial transaction device to the bookkeeper, accompanied by a detailed receipt of purchases.

### 13.4 • Complying with the Michigan Campaign Finance Act

A district library is a local taxing authority, and as such is subject to the [Michigan Campaign Finance Act \(P.A. 388 of 1976\)](#). Employees are prohibited during working hours from campaigning for ballot measures or elections. This includes wearing adornments of a political nature, like buttons. You may not use any of the BDL's materials or resources to promote ballot measures or elections.

### 13.5 • Complaint Resolution Process

1. Employees may file complaints or concerns regarding hours of work, wages, or benefits. Complaints of this nature must be filed, in writing, with the Assistant Director. If you file a written complaint, the Assistant Director will promptly investigate and address the complaint, and will keep you informed of the progress of the investigation and the decision. If the complaint or concern is not addressed to your

satisfaction, you may document this continued concern or complaint in a letter to the Director and have a copy placed in your personnel file.

2. Employees may file any other type of workplace complaint or concern, including a violation of any policy contained within this Handbook, with their immediate supervisor, or a member of the Management Team, in writing. If you file a written complaint, a prompt investigation of the complaint will be conducted and all care will be taken to keep you informed of the investigation and decision. If the complaint or concern is not addressed to your satisfaction, you may document this continued concern or complaint in a letter to the next step within the Chain of Command ([Chapter 7, Section 2](#)).
3. Nothing contained in this policy is intended to create a just-cause employment relationship or to establish a policy that precludes the BDL from discharging an employee at will.



### 14.1 • Transition from Sick/Vacation to Paid Time Off (PTO)

Employees who have accrued vacation or sick time available under the prior *Personnel Policies Manual for Hourly Employees* will have a portion of that leave converted to PTO as follows:

1. Available vacation time will be converted to PTO. If the converted vacation time is less than the annual PTO credit amount granted for their regularly scheduled hours of work, then PTO will be added to reach that amount.
2. If the PTO bank has not reached its maximum number of hours, any available sick time will be converted to PTO to fill the bank.
3. If any sick time remains after their PTO bank has been maximized, the remainder will be retained in a Transition Sick Time bank which may be used to cover only absences due to illness by the employees or those in their immediate family or household.

Employees who leave the BDL with 2 weeks' notice will be paid for 50% of their accumulated but unused Transition Sick Time, up to a maximum of 126 hours. Payouts from the Transition Sick Time bank are forfeited if the employee leaves without at least 2 weeks' notice or if the employee is discharged.

## 14.2 • Tuition Reimbursement Forms

### BRANCH DISTRICT LIBRARY TUITION REIMBURSEMENT APPLICATION

Applicant: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

College or University: \_\_\_\_\_

Department/School: \_\_\_\_\_

Address: \_\_\_\_\_

Date Started: \_\_\_\_\_ Anticipated completion date: \_\_\_\_\_

I acknowledge having read the BDL Tuition Reimbursement Policy, the proposed agreement for the Tuition Reimbursement Program, and the promissory note. I apply to participate in the program described. I understand that if this application is approved by the Branch District Library Board of Trustees, I will be eligible for reimbursement by the BDL of up to 50% of my tuition per year while pursuing a Master's Degree in Library or Information Science at an institution accredited by the American Library Association, subject to all terms and conditions specified in the Tuition Reimbursement Policy, Agreement, and Promissory Note. I will supply all information on the Academic program requested by the BDL Director and all tuition bills or receipts. I request the BDL to approve reimbursement of up to 50% of the tuition for the program above described. I declare that the information on my proposed program of study is true to the best of my knowledge, information, and belief. I understand that I may be required to repay some or all of the tuition paid by the BDL if I do not comply with the terms of the policy, agreement, and Promissory Note.

\_\_\_\_\_  
Employee's Signature      Date

\_\_\_\_\_  
Director's Endorsement      Date

Approved by the Branch District Library Board of Trustees on \_\_\_\_\_

\_\_\_\_\_  
President, BDL Board of Trustees      Date      Secretary, BDL Board of Trustees      Date

**EMPLOYEE TUITION REIMBURSEMENT  
PROMISSORY NOTE**

Branch District Library  
10 E. Chicago St.  
Coldwater MI 49036

\$ \_\_\_\_\_

Date: \_\_\_\_\_

Six Percent 6%

For value received, I, \_\_\_\_\_, promise to pay the Branch District Library, 10 East Chicago Street, Coldwater MI 49036, the sum of: \_\_\_\_\_

Together with interest thereon at the rate of 6% per annum from and after this date, all due and payable no later than \_\_\_\_\_, pursuant to the terms of an Employee Tuition Reimbursement Agreement, dated \_\_\_\_\_.

Demand, presentment, and notice of dishonor are hereby waived.

Address: \_\_\_\_\_

**BRANCH DISTRICT LIBRARY  
EMPLOYEE TUITION REIMBURSEMENT AGREEMENT**

AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the Branch District Library, (hereafter BDL) 10 East Chicago Street, Coldwater MI 49036, and \_\_\_\_\_, (hereafter Employee), of \_\_\_\_\_

WHEREAS, the BDL has adopted an Employee Tuition Reimbursement Policy to promote the pursuit by current employees of a Master’s degree in Library or Information Science at an American Library Association (ALA) accredited university; and

WHEREAS, the Employee acknowledges receipt of the BDL policy and has applied for and been accepted into such program;

NOW, THEREFORE, in consideration of the following promises, terms, and conditions, the parties agree as follows:

1. Upon presentation of a tuition bill or receipt to the BDL by Employee, the BDL will pay to Employee a tuition reimbursement payment of \$\_\_\_\_\_ for training towards a Master’s Degree in Library or Information Science at \_\_\_\_\_ college/university as specified on Schedule A, attached and incorporated into this Agreement.
2. Upon presentation of future tuition bills by Employee, the BDL will continue to supply tuition reimbursement to Employee so long as funding permits, up to fifty percent (50%) of Employee’s tuition cost, with all such tuition costs to be added to Schedule A, attached hereto and incorporated herein, and so long as Employee actively pursues a Master’s Degree in Library or Information Science, as specified below, and otherwise complies with all terms of this Agreement.
3. In return, Employee must sign a promissory note for all amounts advanced under paragraphs one and all future amounts advanced under paragraph two, must satisfactorily complete each course for which the BDL has reimbursed tuition, must supply proof of such completion, as specified in attached Schedule A, and must commit to continued pursuit of a Master’s degree in Library or Information Science at \_\_\_\_\_ college/university, until completion of the Master’s degree program no later than 4 years from the date of this Agreement. In addition, Employee commits and agrees to accept full-time employment with the BDL, if offered, and to continue to work for the BDL after completion of the Master’s degree for a period of 4 years, starting on the date the Master’s Degree is awarded.
4. Employee must actively pursue a Master’s Degree, and Employee will be deemed to have abandoned the program if he or she, after commencing a program of study, either fails to take or fails to complete satisfactorily any courses for a period of more than one year.
5. Should Employee abandon the program under paragraph 4, should Employee voluntarily leave his/her employment with the BDL or be discharged for a reason other than lack of work before completing the Master’s Degree, or should Employee voluntarily leave his/her employment with the BDL within 4 years after completion of the Master’s Degree, then Employee must repay the BDL the appropriate percentage of the tuition reimbursement money advanced under this agreement according the schedule below, together with interest at 6%, said interest to commence on the date the employee abandons the program, i.e. one year from date of satisfactory completion of last course, or on the date of separation from BDL employment:
  - a. Program Abandonment by failing to complete any courses for 1 year 100%
  - b. Default within the first year after training is completed 100%

- c. Default within the second year after training is completed 75%
  - d. Default within the third year after training is completed 50%
  - e. Default within the fourth year after training is completed 25%
6. The sum due from Employee under paragraph 5 will be totaled on the date of Employee's abandonment of the program or separation from employment, and Employee will be obligated to re-pay the BDL the entire amount, with 6% interest on that sum, to accrue from date of abandonment or separation, no later than one year thereafter, by making monthly payments due on the first of each month of no less than 1/12<sup>th</sup> of the outstanding balance, to be applied first to interest, then to principal, until paid in full.
  7. Upon completion of the Master's Degree and continued work for the BDL for a period of 4 years, the BDL will waive repayment of all tuition paid, waive all interest, and cancel all promissory notes signed by Employee pursuant to this Agreement.
  8. If lack of funding leads the BDL to terminate its tuition reimbursement program, the parties agree that such action will terminate this Agreement; and provided employee is not in default of any term in this agreement, the BDL will cancel all promissory notes signed by Employee. If Employee is in default of this Agreement prior to termination by the BDL of the tuition reimbursement program, then Employee's obligation to repay the BDL the tuition advanced pursuant to the promissory note/s will survive undiminished.
  9. This Agreement is entered into in the State of Michigan and is governed by the laws of the State of Michigan.
  10. The BDL makes no representations to Employee regarding the tax consequences of this Agreement and advises Employee to seek tax and/or legal review and advice before entering into this Agreement.
  11. This Agreement incorporates all prior oral and written representations regarding the Tuition Reimbursement Program and is the full and complete agreement of the parties.

SIGNED by the parties on the date and year first written above.

In the Presence of:

Branch District Library

\_\_\_\_\_

\_\_\_\_\_

President, BDL Board of Trustees

\_\_\_\_\_

\_\_\_\_\_

Employee



### 14.3 • Acknowledgement Form

1. I hereby acknowledge receipt of the Employment Handbook.
2. I certify that I have read it in its entirety and understand the policies within it.
3. I agree to accept and follow the policies and rules as stated within the Employment Handbook.
4. I understand that my employment may be terminated by either party at any time, for any or no reason, except as set forth in the terms of a written employment agreement (if any) signed by the Branch District Library Board of Trustees.
5. I understand that the management of the BDL reserves the right to unilaterally change policies, procedures and benefits described in this Employment Handbook (except the Limitation Period) at any time through a written statement signed by the Board of Trustees.
6. Limitation Period: I agree that I must bring any claim, suit, or demand by whichever of the following deadlines is earlier: (1) the applicable statute of limitations, or (2) 182 calendar days after I knew or should have known that the event precipitating the claim, suit, or demand occurred. Any time limit to the contrary is waived.
7. I understand that the policies described in this Employment Handbook supersede all previous policies, practices, and oral statements of the BDL, its predecessors, or its authorized agents.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employee's Signature

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Office Use Only

Received by \_\_\_\_\_

On Date \_\_\_\_\_

Americans with Disabilities Act (ADA).....	9	mileage.....	23
attendance and punctuality .....	28	military leave.....	19
at-will.....	7, 28, 32	name tags.....	29
bereavement .....	18	National Labor Relations Act .....	42
Consolidated Omnibus Budget Reconciliation Act (COBRA).....	21	new employees.....	31, 33
continuing education .....	47	nursing mothers.....	14
dating co-workers.....	9	overtime .....	7, 13, 14, 15, 18, 22
deferred compensation plan.....	22	paid time off (PTO) .....	16, 17, 18, 19, 38, 49
demotion.....	12	parenting leave.....	19
discharge.....	7, 21, 28, 31, 49	paydays .....	13
dress and appearance code.....	29	payroll deductions .....	13
emergency.....	17, 19	performance evaluations.....	32, 34
employee classifications .....	7	performance improvement plan.....	31
employee information.....	43	personnel files .....	44
employee recognition.....	34	photographs .....	42
employment verification and references.....	44	privacy .....	41
equal employment opportunity .....	8	promotions .....	11
ethics.....	27	reductions of hours.....	45
exempt and non-exempt .....	7	retirement.....	22
expense reimbursement .....	23	salary range .....	11, 12
Fair Labor Standards Act (FLSA) .....	7, 14	searches.....	38
<b>Family and Medical Leave Act of 1993 (FMLA)</b> .....	19	separation from employment.....	17
Federal Insurance Contributions Act (FICA).....	13	service club membership .....	22
Freedom of Information Act (FOIA).....	41	social media.....	41
full-time equivalent (FTE).....	11, 14, 16	Social Security Numbers (SSN).....	43, 44
gifts .....	30	spokesperson .....	42
grievances .....	48	staff meetings.....	14
harassment .....	8, 9, 28	step increases.....	12
health insurance.....	21	supervisors .....	14, 32, 33
holidays .....	17	surveys.....	40
hours of work.....	14, 16, 17	time records .....	13, 17
jury duty .....	18	trial period.....	31, 32
layoffs.....	45	tuition reimbursement program.....	25
limitation period .....	6, 55	Uniformed Services Employment and Reemployment Right Act (USERRA) ..	18
longevity pay .....	12	unpaid leave .....	12, 20
meals and breaks.....	14	violence .....	38
Michigan Ethics Act .....	27	work rules .....	27
Michigan Open Meetings Act .....	34	workers' compensation insurance.....	22
Michigan Social Security Number Privacy Act	43		



- Month DD, YYYY: initial version of this Employment Handbook



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