

**MONROE COUNTY PUBLIC LIBRARY  
BOARD OF TRUSTEES**

**WORK SESSION  
August 10, 2016  
5:45 p.m.  
Meeting Room 1B**

**AGENDA**

1. Call to Order –John Walsh, President
2. Review of Approval of 2017 Budget for Publication (page 1-15)
3. Review of Joint Agreement with American Federation of State, County and Municipal Employees Local 2802 ("AFSCME") August 17, 2016- August 15, 2019 (page 16-36)
4. Review of Employee Policy Manual Updates (page 37-114)
5. Public Comment
6. Adjournment

View the Board Packet on the Library's website:

<http://mcpl.info/library-trustees/meetings>

**Monroe County Public Library  
2017 Budget**

Following our current strategic initiatives, the financial plan for 2017 considers both the community's needs for library services now and into the future. The 2017 budget plan has the following primary areas of focus:

- Maintaining current operational levels at all facilities while encouraging growth of audiences served.
- Facilities management through life cycle replacement planning.
- Providing for new services to meet needs of our growing community through planning for a new branch.
- Ellettsville renovation, seeking architect proposals and beginning construction in 2017.

Here is a comparison of the Operating Fund projected 2017 spending budget vs. the 2016 spending budget:

	<b>2016</b>	<b>2017</b>	<b>%</b>
	Operating Fund Spending Budget		increase
Wages and Benefits	5,616,284	5,799,572	3.26%
Supplies	205,100	198,350	-3.29%
Other Services & Charges	1,337,800	1,392,400	4.08%
LIRF Transfer	298,000	376,000	26.17%
Capital Outlay	998,700	1,010,500	1.18%
<b>Total Operating Expenditures</b>	<b>8,455,884</b>	<b>8,776,822</b>	<b>3.80%</b>

**Wage and Benefit Assumptions**

Wages and benefits account for 66% of the 2017 budget. We have estimated a raise increase of about 3% for this first draft of the budget. We have estimated a 15% increase for the employer contribution to health insurance. The final decision about the wage increase percent will be made in December 2016, after we confirm health insurance costs for 2017.

**2017 Revenue Summary**

The total Operating Fund revenue projection for 2017 is about \$8,142,000, an increase of about 3% compared to 2016 revenue projections. The property tax revenue projection is based on an increase of 3.8% - the 2017 AVGQ. The LOIT estimate is based on 90% of the 2016 COIT. We should receive the final 2017 COIT figure soon. The other revenue lines which include fines, fees, and miscellaneous state tax revenue make up about 6% of the annual total operating fund revenue and they are based on the 2016 projections. (See Worksheet A.)

**Budgeted Deficit – Expected Surplus**

Each year the Library maximizes budgeted revenue and spending authority by making annual increases in the operating fund as high as the AVGQ will allow. Budgeting at this level helps reduce the possibility of going back to the County Council for an additional appropriation should there be a spending need. We have been fortunate in the past few years and these higher than needed budgeted spending amounts have allowed the Library to accumulate funds for goals outside our normal operating expenses.

Over the past three budget years the budgeted spending has been higher than the budgeted revenue resulting in a **projected** deficit in each of those overall budgets. The budgeted deficit for 2015 was projected at about \$244,000. The actual results for 2015 were much better though and we ended with a **surplus** of about \$535,000 which has been earmarked mostly for spending for the new branch and the Ellettsville renovation. The budgeted deficit for 2016 is about \$350,000 but I am projecting that we will end up with a surplus of at least \$200,000. For 2017 the budgeted spending is about \$430,000 higher than budgeted revenue. We anticipate 2017 surpluses will follow previous years.

**Revenue in other Funds**

The Library received a surprise windfall amounting to about \$600,000 in additional COIT revenue for 2016. We were directed to account for the unplanned revenue in the Rainy Day Fund. The windfall will be part of the reserve balance we are building for facility projects.

**Minimum Cash Reserve Balance**

The library’s minimum cash reserves are at about \$3 million which is about 30% of the total spending budget. We are using a guideline of one million dollars as the minimum cash reserves in each of these three funds - Operating, Rainy Day, and LIRF funds.

**New Branch Allocation – projected balance**

Projected 12-31-16 balance - \$2,118,000

Plus - 2017 LIRF transfer - \$376,000

Plus - Estimated 2016 surplus - \$200,000

Plus estimated 2019 bond allocation - \$1,245,000 (board approval request in January 2018 – bond sale December 2018)

**Total estimated funds for New Branch end of 2017 plus the next bond allocation - \$3,939,000**

**Accompanying Documents**

**Worksheet A** shows estimated revenue, expense, and cash balances, by fund.

**Worksheet B** includes line item expenditures for all four funds.

**Worksheet C** shows line item expenditures in the Operating Fund budget, compared to previous years.

**Worksheet D** provides narrative information about each fund and items that changed significantly.

		2017	2017	2017	2017	2017
2017 BUDGET		OPERATING	LIRF	RAINY DAY	DEBT SERVICE	TOTAL FUNDS
<b>PERSONNEL SERVICES</b>						
SALARIES						
	1120 ADMINISTRATION	187,508				
	1130 MANAGERS	1,036,770				
	1140 LIBRARIANS, EXPERTS	1,099,735				
	1150 SPECIALISTS	217,914				
	1160 ASSISTANTS-PARAPROFESSIONALS	719,285				
	1170 TECH / SECRETARIES	60,450				
	1180 -see "Other Wages" below					
	1190 BUILDING SERVICES-MAINT.	159,101				
	1200 BUILDING SERVICES-SECURITY	107,838				
	1280 PRODUCTION ASSISTANTS	17,836				
	1290 INFO ASST. / MATERIAL SUPPORT	428,875				
	1300 MATERIAL HANDLER	221,000				
	1320 TECHNICIANS	16,151				
	<b>TOTAL SALARIES</b>	<b>4,272,463</b>		-	-	<b>4,272,463</b>
EMPLOYEE BENEFITS						
	1210 EMPLOYER CONTRIBUTION/FICA	265,943				
	1220 UNEMPLOYMENT COMPENSATION	10,000				
	1230 EMPLOYER CONTRIBUTION/PERF	377,098				
	1235 EMPLOYEE CONTRIBUTION/PERF	101,008				
	1240 EMPLOYER CONT/INSURANCE	697,564				
	1250 EMPLOYER CONT/MEDICARE	62,196				
	<b>TOTAL EMPLOYEE BENEFITS</b>	<b>1,513,809</b>		-		<b>1,513,809</b>
OTHER WAGES						
	1310 WORKSTUDY	3,300				
	1180 TEMPORARY STAFF	10,000				
	1350 STIPEND	-				
	<b>TOTAL OTHER WAGES</b>	<b>13,300</b>				<b>13,300</b>
<b>TOTAL PERSONNEL SERVICES (1000s)</b>		<b>5,799,572</b>		-		<b>5,799,572</b>

		2017	2017	2017	2017	2017
2017 BUDGET		OPERATING	LIRF	RAINY DAY	DEBT SERVICE	TOTAL FUNDS
<b>SUPPLIES (2000s)</b>						
OFFICE SUPPLIES						
	2110 OFFICIAL RECORDS	1,100				
	2120 STATIONERY & PRINTING	550				
	2130 OFFICE SUPPLIES	11,500				
	2140 DUPLICATING	44,400				
	2150 PROMOTIONAL MATERIALS	-				
<b>TOTAL OFFICE SUPPLIES</b>		<b>57,550</b>		-		<b>57,550</b>
OPERATING SUPPLIES						
	2210 CLEANING SUPPLIES	40,000				
	2220 FUEL, OIL, & LUBRICANTS	9,000				
	2230 CATALOGING SUPPLIES	6,000				
	2240 AUDIO VISUAL SUPPLIES	6,000				
	2250 CIRCULATION SUPPLIES	32,500				
	2260 LIGHT BULBS	12,000				
	2270 RECORDING MATERIALS - CATS	-				
	2280 UNIFORMS	1,900				
	2290 DISPLAY/EXHIBIT SUPPLIES	4,000				
<b>TOTAL OPERATING SUPPLIES</b>		<b>111,400</b>		-		<b>111,400</b>
REPAIR & MAINTENANCE SUPPLIES						
	2300 IS SUPPLIES	6,500				
	2310 BUILDING MATERIALS & SUPPLIES	22,000				
	2315 ENERGY AUDIT SUPPLIES	-				
	2320 PAINT & PAINTING SUPPLIES	900				
	2340 OTHER REPAIR & BINDING	-				
	2350 RECORDING EQUIP SUPPLIES - CATS	-				
<b>TOTAL REPAIR &amp; MAINTENANCE SUPPLIES</b>		<b>29,400</b>				<b>29,400</b>
<b>TOTAL SUPPLIES (2000s)</b>		<b>198,350</b>		-		<b>198,350</b>
<b>OTHER SERVICES/CHARGES (3000s)</b>						
PROFESSIONAL SERVICES						
	3110 CONSULTING SERVICES	39,000		20,000		

		2017	2017	2017	2017	2017
	2017 BUDGET	OPERATING	LIRF	RAINY DAY	DEBT SERVICE	TOTAL FUNDS
	3120 ENGINEERING/ARCHITECTURAL	7,000		20,000		
	3130 LEGAL SERVICES	15,500		20,000		
	3140 BUILDING SERVICES	40,000				
	3150 MAINTENANCE CONTRACTS	170,500				
	3160 OCLC & COMPUTER SERVICES	72,500				
	3170 ADMIN/ACCOUNTING SERVICES	51,000				
	3175 COLLECTION AGENCY SERVICE	18,000				
	<b>TOTAL PROFESSIONAL SERVICES</b>	<b>413,500</b>	<b>-</b>	<b>60,000</b>		<b>473,500</b>
	COMMUNICATION & TRANSPORTATION					
	3210 TELEPHONE	31,300				
	3220 POSTAGE	19,000				
	3230 TRAVEL EXPENSE	10,000				
	3240 PROFESSIONAL MEETINGS	10,000				
	3250 CONTINUING EDUCATION	10,000				
	3260 FREIGHT & DELIVERY	1,000				
	<b>TOTAL COMMUNICATION &amp; TRANSPORTATION</b>	<b>81,300</b>				<b>81,300</b>
	PRINTING & ADVERTISING					
	3310 ADVERTISING & PUBLICATION	2,850				
	3320 PRINTING	5,000				
	<b>TOTAL PRINTING &amp; ADVERTISING</b>	<b>7,850</b>				<b>7,850</b>
	INSURANCE					
	3410 OFFICIAL BOND	600				
	3420 OTHER INSURANCE	80,500				
	<b>TOTAL INSURANCE</b>	<b>81,100</b>				<b>81,100</b>
	UTILITIES					
	3510 GAS	4,450				
	3520 ELECTRICITY	332,000				
	3530 WATER	26,300				
	<b>TOTAL UTILITIES</b>	<b>362,750</b>				<b>362,750</b>
	REPAIR & MAINTENANCE					
	3610 BUILDING REPAIR	29,000	125,000	25,000		

		2017	2017	2017	2017	2017
2017 BUDGET		OPERATING	LIRF	RAINY DAY	DEBT SERVICE	TOTAL FUNDS
	3630 OTHER REPAIR	16,000				
	3640 VEHICLE REPAIR & MAINTENANCE	12,500				
	3650 MATERIALS BINDING/REPAIR	1,500				
	<b>TOTAL REPAIR &amp; MAINTENANCE</b>	<b>59,000</b>	<b>125,000</b>	<b>25,000</b>		<b>209,000</b>
	RENTALS					
	3710 REAL ESTATE RENTAL/BOND PMT.	32,900			700,000	
	3720 EQUIPMENT RENTAL	-				
	<b>TOTAL RENTALS</b>	<b>32,900</b>			<b>700,000</b>	<b>732,900</b>
	OTHER CHARGES					
	3845 ELEC. RECOURCES-DATABASES	190,000				
	3846 E-BOOKS	150,000				
	3910 DUES/INSTITUTIONAL	7,500				
	3920 INTEREST/TEMPORARY LOAN	2,000				
	3930 TAXES & ASSESSMENTS	-				
	3940 TRANSFER TO LIRF	376,000				
	3945 TRANSFER TO RAINY DAY	-				
	3950 EDUCATIONAL LICENSING/SERVICES	4,500				
	<b>TOTAL OTHER CHARGES</b>	<b>730,000</b>				<b>730,000</b>
	<b>TOTAL OTHER SERVICES/CHARGES (3000s)</b>	<b>1,768,400</b>	<b>125,000</b>	<b>85,000</b>	<b>700,000</b>	<b>2,678,400</b>
	<b>CAPITAL OUTLAY (4000s)</b>					
	FURNITURE & EQUIPMENT					
	4410 FURNITURE	10,000	25,000	25,000		
	4420 AUDIO VISUAL EQUIPMENT	-				
	4430 OTHER EQUIPMENT	20,000	125,000	25,000		
	4440 LAND & BUILDINGS	-				
	4450 BUILDING RENOVATION -	5,000	250,000	15,000		
	4460 IS EQUIPMENT	-				
	4465 IS SOFTWARE	-				
	4470 EQUIPMENT - CATS	-				
	4475 SOFTWARE - CATS	-				
	<b>TOTAL FURNITURE &amp; EQUIPMENT</b>	<b>35,000</b>	<b>400,000</b>	<b>65,000</b>		<b>500,000</b>

		2017	2017	2017	2017	2017
	2017 BUDGET	OPERATING	LIRF	RAINY DAY	DEBT SERVICE	TOTAL FUNDS
	OTHER CAPITAL OUTLAY					
	4510 BOOKS	582,000				
	4520 PERIODICALS & NEWSPAPERS	43,000				
	4530 NONPRINT MATERIALS	340,000				
	to get to 15%	10,500				
	4540 ELECTRONIC RESOURCES	-				
	<b>TOTAL OTHER CAPITAL OUTLAY</b>	<b>975,500</b>				<b>975,500</b>
		14.99%				
	<b>TOTAL CAPITAL OUTLAY</b>	<b>1,010,500</b>	<b>400,000</b>	<b>65,000</b>		<b>1,475,500</b>
	<b>TOTAL EXPENDITURES 2017</b>	<b>8,776,822</b>	<b>525,000</b>	<b>150,000</b>	<b>700,000</b>	<b>10,151,822</b>
	<b>TOTAL BUDGET 2016</b>	8,455,884	350,000	324,500	730,000	<b>9,860,384</b>
	Increase from 2015	3.80%	50.00%	-53.78%	-4.11%	2.96%



2017 BUDGET COMPARISON

Worksheet C	2017 BUDGET	2016 BUDGET	2015 ACTUAL	2014 ACTUAL
PERSONNEL SERVICES (1000'S)				
SALARIES				
1120 ADMINISTRATION	187,508	180,540	123,262	187,268
1130 MANAGERS	1,036,770	1,052,557	902,239	616,208
1140 LIBRARIANS, EXPERTS	1,099,735	1,004,405	1,043,051	1,191,262
1150 SPECIALISTS	217,914	205,078	369,085	780,042
1160 ASSISTANTS-PARAPROFESSIONALS	719,285	706,002	596,084	468,598
1170 TECH / SECRETARIES	60,450	56,687	105,021	229,230
1180 -see "Other Wages" below				
1190 BUILDING SERVICES-MAINT.	159,101	137,100	216,767	376,170
1200 BUILDING SERVICES-SECURITY	107,838	113,916	71,000	
1280 PRODUCTION ASSISTANTS	17,836	32,765	11,557	
1290 INFO ASST. / MATERIAL SUPPORT	428,875	456,229	306,637	
1300 MATERIAL HANDLER	221,000	112,831	142,310	
1320 TECHNICIANS	16,151	15,148	9,753	
TOTAL SALARIES	4,272,463	4,073,259	3,896,766	3,848,778
EMPLOYEE BENEFITS				
1210 EMPLOYER CONTRIBUTION/FICA	265,943	250,063	232,449	228,078
1220 UNEMPLOYMENT COMPENSATION	10,000	10,000		
1230 EMPLOYER CONTRIBUTION/PERF	377,098	373,925	357,313	355,157
1235 EMPLOYEE CONTRIBUTION/PERF	101,008	100,159	95,921	95,407
1240 EMPLOYER CONT/INSURANCE	697,564	735,396	551,867	692,328
1250 EMPLOYER CONT/MEDICARE	62,196	58,482	54,363	53,341
TOTAL EMPLOYEE BENEFITS	1,513,809	1,528,025	1,291,913	1,424,309
OTHER WAGES				
1310 WORKSTUDY	3,300	5,000	1,994	2,555
1180 TEMPORARY STAFF	10,000	10,000	-	1,359
1350 STIPEND/RECLASSIFICATION				
TOTAL OTHER WAGES	13,300	15,000	1,994	3,913
TOTAL PERSONNEL SERVICES	5,799,572	5,616,284	5,190,673	5,277,001

Worksheet C

	2017 BUDGET 66.08%	2016 BUDGET 66.42%	2015 ACTUAL 63.12%	2014 ACTUAL 70.26%
SUPPLIES (2000'S)				
OFFICE SUPPLIES				
2110 OFFICIAL RECORDS	1,100	1,100	46	908
2120 STATIONERY & PRINTING	550	900	517	73
2130 OFFICE SUPPLIES	11,500	12,200	6,633	6,602
2140 DUPLICATING	44,400	44,200	42,493	30,218
2150 PROMOTIONAL MATERIALS				200
TOTAL OFFICE SUPPLIES	57,550	58,400	49,688	38,001
OPERATING SUPPLIES				
2210 CLEANING SUPPLIES	40,000	42,200	31,808	38,429
2220 FUEL, OIL, & LUBRICANTS	9,000	10,500	5,358	8,077
2230 CATALOGING SUPPLIES-BOOKS	6,000	7,000	4,510	4,346
2240 A/V SUPPLIES-CATALOGING	6,000	9,200	4,602	3,966
2250 CIRCULATION SUPPLIES	32,500	32,500	29,351	27,131
2260 LIGHT BULBS	12,000	10,000	8,508	10,573
2270 VIDEOTAPE - CATS				
2280 UNIFORMS	1,900	1,900	1,352	1,838
2290 DISPLAY/EXHIBIT SUPPLIES	4,000	7,000	1,646	2,230
TOTAL OPERATING SUPPLIES	111,400	120,300	87,134	96,590
REPAIR & MAINTENANCE SUPPLIES				
2300 IS SUPPLIES	6,500	5,000	5,647	2,415
2310 BUILDING MATERIALS & SUPPLIES	22,000	21,000	19,059	15,247
2315 ENERGY AUDIT MATERIALS				
2320 PAINT & PAINTING SUPPLIES	900	400	898	287
2340 OTHER REPAIR & BINDING				
2350 VIDEO MATERIALS - CATS				
TOTAL REPAIR & MAINTENANCE SUPPLIES	29,400	26,400	25,604	17,949
TOTAL SUPPLIES	198,350	205,100	162,426	152,540

Worksheet C	2017 BUDGET	2016 BUDGET	2015 ACTUAL	2014 ACTUAL
OTHER SERVICES/CHARGES (3000'S)				
PROFESSIONAL SERVICES				
3110 CONSULTING SERVICES	39,000	11,000	2,308	12,763
3120 ENGINEERING/ARCHITECTURAL	7,000	10,000	-	10,000
3130 LEGAL SERVICES	15,500	15,000	12,912	7,851
3140 BUILDING SERVICES	40,000	40,000	30,660	33,283
3150 MAINTENANCE CONTRACTS	170,500	155,600	138,169	116,985
3160 COMPUTER SERVICES (OCLC)	72,500	70,500	62,047	60,247
3170 ADMIN/ACCOUNTING SERVICES	51,000	47,000	41,865	39,289
3175 COLLECTION AGENCY SERVICES	18,000	21,000	17,112	15,822
TOTAL PROFESSIONAL SERVICES	413,500	370,100	305,073	296,240
COMMUNICATION & TRANSPORTATION				
3210 TELEPHONE	31,300	33,600	21,981	28,302
3220 POSTAGE	19,000	22,000	15,945	16,652
3230 TRAVEL EXPENSE	10,000	10,000	2,719	3,406
3240 PROFESSIONAL MTG. (OFF-SITE)	10,000	10,000	2,612	1,423
3250 CONTINUING ED. (ON-SITE)	10,000	10,000		1,246
3260 FREIGHT & DELIVERY	1,000	1,000	2,064	17
TOTAL COMMUNICATION & TRANSPORTATION	81,300	86,600	45,322	51,046
PRINTING & ADVERTISING				
3310 ADVERTISING & PUBLICATION	2,850	2,350	1,948	3,400
3320 PRINTING	5,000	5,000	860	1,331
TOTAL PRINTING & ADVERTISING	7,850	7,350	2,808	4,731
INSURANCE				
3410 OFFICIAL BOND	600	600	450	450
3420 OTHER INSURANCE	80,500	77,000	71,831	71,658
TOTAL INSURANCE	81,100	77,600	72,281	72,108
UTILITIES				
3510 GAS	4,450	4,950	2,916	2,624
3520 ELECTRICITY	332,000	354,000	280,803	334,672

Worksheet C		2017	2016	2015	2014
		BUDGET	BUDGET	ACTUAL	ACTUAL
	3530 WATER	26,300	27,100	21,582	20,904
TOTAL UTILITIES		362,750	386,050	305,300	358,200
REPAIR & MAINTENANCE					
	3610 BUILDING REPAIR	29,000	28,000	32,752	22,433
	3630 OTHER EQUIP/FURNITURE REPAIRS	16,000	16,000	5,635	4,168
	3640 VEHICLE REPAIR & MAINTENANCE	12,500	10,000	11,455	5,187
	3650 MATERIAL BINDING/REPAIR SERV.	1,500	1,500	932	739
TOTAL REPAIR & MAINTENANCE		59,000	55,500	50,774	32,527
RENTALS					
	3710 REAL ESTATE RENTAL/BOND PMT.	32,900	35,600	23,290	31,438
	3720 EQUIPMENT RENTAL				
TOTAL RENTALS		32,900	35,600	23,290	31,438
OTHER CHARGES					
	3845 ELEC. REOURCES-DATABASES	190,000	175,000	143,414	146,331
	3846 E-BOOKS	150,000	145,000	131,298	118,738
	3910 DUES/INSTITUTIONAL	7,500	8,000	5,617	7,671
	1004 MISCELLANEOUS				
	3920 INTEREST/TEMPORARY LOAN	2,000	2,000	-	-
	3930 TAXES & ASSESSMENTS				
	3940 TRANSFER TO LIRF	376,000	298,000	785,000	-
	3945 TRANSFER TO RAINY DAY				
	3950 EDUCATIONAL SERV/LICENSEING	4,500	4,000	3,688	3,155
TOTAL OTHER CHARGES		730,000	632,000	1,069,017	275,896
TOTAL OTHER SERVICES/CHARGES		1,768,400	1,650,800	1,873,866	1,122,186
CAPITAL OUTLAY (4000'S)					
FURNITURE & EQUIPMENT					
	4410 FURNITURE	10,000	10,000	16,574	1,788
	44105 ENCUMBERED FURNITURE				
	4420 AUDIO VISUAL EQUIPMENT				

Worksheet C	2017 BUDGET	2016 BUDGET	2015 ACTUAL	2014 ACTUAL
4430 OTHER EQUIPMENT	20,000	20,000	16,453	17,279
4440 LAND & BUILDINGS				
4450 BUILDING RENOVATIONS	5,000	5,000	1,607	4,529
4460 IS EQUIPMENT				
4465 IS SOFTWARE				
4470 EQUIPMENT - CATS				
4475 SOFTWARE - CATS				
<b>TOTAL FURNITURE &amp; EQUIPMENT</b>	<b>35,000</b>	<b>35,000</b>	<b>34,634</b>	<b>23,596</b>
<b>OTHER CAPITAL OUTLAY</b>				
4510 BOOKS	582,000	562,700	570,167	549,042
4520 PERIODICALS & NEWSPAPERS	43,000	43,000	42,548	38,856
4530 NONPRINT MATERIALS	340,000	343,000	348,739	347,662
to get to 15%	10,500		-	-
4540 ELECTRONIC RESOURCES	-	-	-	-
<b>TOTAL OTHER CAPITAL OUTLAY</b>	<b>975,500</b>	<b>948,700</b>	<b>961,455</b>	<b>935,560</b>
	14.99%	15.00%	15.03%	15.99%
<b>TOTAL CAPITAL OUTLAY</b>	<b>1,010,500</b>	<b>983,700</b>	<b>996,088</b>	<b>959,155</b>
<b>TOTAL OPERATING EXPENDITURES</b>	<b>8,776,822</b>	<b>8,455,884</b>	<b>8,223,054</b>	<b>7,510,882</b>

**Monroe County Public Library**  
**2017 Budget: Line Item Detail Narrative**  
**Updated June 29, 2016**

**OPERATING FUND**

*(Income for this fund comes from a property tax levy, County Option Income Tax (COIT), Financial Institutions Tax, License Excise Tax, Commercial Vehicle Excise Tax, and non-tax revenue from copiers, fines, fees, Public Library Access Card reimbursements.)*

<u>Line</u>	<u>Comment</u>
1120-1320	The 2017 wage projection is based on an estimated 3% wage increase for employees. This could change depending on health insurance cost (1240).
1180	Small reserve fund set aside in order to address temporary staffing shortages.
1210	FICA = 6.2% of total wages
1220	The library is self-insuring for unemployment insurance. This amount is appropriated to cover any claims during 2017.
1230	The rate that the library contributes for full-time employees to the Indiana Public Employees Retirement System for the employer contribution is 11.2% in 2017.
1235	The library contributes 3% of wages for full-time employees to the Indiana Public Employees Retirement System for the employee contribution.
1240	Employer contribution to health insurance is estimated at a 15% increase.
1310	Wages for temporary staff, including work-study students.
3110-3120	Consulting and engineering fees are in the budget as a placeholder. The increase in consulting is for strategic plan assistance.
3630	Funds allocated for equipment repair and for repair and replacement of chairs for patrons and staff.
3940	Transfer to LIRF for future facility needs.
4510-4540	Collection materials expenditures equal 15% of Operating Fund budget (including 3845 and 3846) to continue to meet State Standards for materials expenditures at the enhanced level.

**LIBRARY IMPROVEMENT RESERVE FUND (LIRF)**

*(This fund derives income from end-of-year transfers from the Operating Fund and can only be used for capital expenditures.)*

- 3610 Appropriated in case of emergency building repairs exceeding amount appropriated in Operating Fund.
- 4430 Appropriated for unexpected equipment replacement expenditures.
- 4450 Appropriated for unexpected building needs.
- 

**RAINY DAY FUND**

*(This fund derives income from unanticipated revenue from COIT and can be spent on any category allowed by the Operating Fund.)*

- 3110 - 3130 Appropriated to cover unexpected need for consultant, engineering, or legal services.
- 3610 Appropriated to cover emergency building repairs exceeding amount appropriated in Operating Fund.
- 4410 - 4430 Appropriated in case of unanticipated need for furniture or equipment.
- 4450 Appropriated for unexpected building needs.
- 

**DEBT SERVICE FUND**

*(This fund derives its income from a separate property tax levy and can only be spent to pay off bond indebtedness.)*

- 3710 Second year payment on 2016-2018 general obligation bond.

## NOTICE TO TAXPAYERS

The **Notice to Taxpayers** is available online at [www.budgetnotices.in.gov](http://www.budgetnotices.in.gov) or by calling (888) 739-9826.

Complete details of budget estimates by fund and/or department may be seen by visiting the office of this unit of government at **303 E. Kirkwood Ave.**

Notice is hereby given to taxpayers of **MONROE COUNTY PUBLIC LIBRARY, Monroe County, Indiana** that the proper officers of **Monroe County Public Library** will conduct a public hearing on the year **2017** budget. Following this meeting, any ten or more taxpayers may object to a budget, tax rate, or tax levy by filing an objection petition with the proper officers of **Monroe County Public Library** not more than seven days after the hearing. The objection petition must identify the provisions of the budget, tax rate, or tax levy to which taxpayers object. If a petition is filed, **Monroe County Public Library** shall adopt with the budget a finding concerning the objections in the petition and testimony presented. Following the aforementioned hearing, the proper officers of **Monroe County Public Library** will meet to adopt the following budget:

Public Hearing Date	Wednesday, September 21, 2016	Adoption Meeting Date	Wednesday, October 19, 2016
Public Hearing Time	5:45 PM	Adoption Meeting Time	5:45 PM
Public Hearing Location	303 E. Kirkwood Ave	Adoption Meeting Location	303 E. Kirkwood Ave
Estimated Civil Max Levy	\$5,799,004		
Property Tax Cap Credit Estimate	\$48,022		

1 Fund Name	2 Budget Estimate	3 Maximum Estimated Funds to be Raised (including appeals and levies exempt from maximum levy limitations)	4 Excessive Levy Appeals	5 Current Tax Levy
0061-RAINY DAY	\$150,000	\$0	\$0	\$0
0101-GENERAL	\$8,776,822	\$5,799,004	\$0	\$5,581,652
0180-DEBT SERVICE	\$700,000	\$700,000	\$0	\$693,578
2011-LIBRARY IMPROVEMENT RESERVE	\$525,000	\$0	\$0	\$0
<b>Totals</b>	<b>\$10,151,822</b>	<b>\$6,499,004</b>	<b>\$0</b>	<b>\$6,275,230</b>



Joint Submission Approval by  
The Board of Trustees of the Monroe County Library

August ~~21, 2013~~ 2016

On Behalf of  
The Monroe County Public Library ("Library")  
and  
The American Federation of State, County and Municipal Employees, AFL-CIO,  
and its Local Number 2802 ("AFSCME")

### **Article I – Definitions**

As used in this agreement (as defined below), the following terms shall have the following meanings:

Agreement means the understanding reached by the parties and approved by the Board of Trustees of the Monroe County Public Library. Nothing in this document, including the use of the term "agreement" shall be interpreted or construed to mean that this document is a binding contract of any kind or that either party has the right or authority to enforce this document by way of legal action or proceeding in any court or administrative agency (local, state, or federal). The parties recognize and agree that the sole and final authority with regard to this document is the Board of Trustees of the Monroe County Public Library and that no court or agency (local, state, or federal) shall have any jurisdiction of any kind whatsoever over the relationship of the parties or the terms of this document. It is understood that this document is not intended to, and shall not, serve to diminish, supersede or modify the authority or powers of the Board of Trustees of the Monroe County Public Library. It is also understood by the parties that this agreement does not waive any individual employee's right to seek redress of claims with the Equal Employment Opportunity Commission, the Indiana Civil Rights Commission or any other local, state or federal agency with jurisdiction over claims of discrimination covered by local, state or federal law.

*Confidential employee* means any employee who works in the Monroe County Library's ("Library") administrative office, security, and any other employee who, in the regular course of his or her duties, assists and acts in a confidential capacity to persons who formulate, determine, and effectuate management policies with regard to employee relations or who, in the regular course of his or her duties, has authorized access to information relating to the effectuation or review of the employer's employee relations or human resources policies.

*Employee* means any regular employee of the Library, but the term "employee" does not include anyone who is: a confidential employee; or, a managerial employee; or, a supervisor; or, a part-time employee who is classified as working less than twenty (20) hours per week; or, a member of the Board of Trustees; or, a temporary employee.

*Managerial employee* means any individual who: participates in the formulation of policy (nothing in this definition is intended to prohibit any bargaining unit employees from participating in authorized committees); or, is significantly engaged in executive or management functions; or, is charged with the responsibility of directing the implementation of management policies, procedures or practices, or, is involved in administration of human resources or personnel decisions, including, but not limited to,

staffing, reductions, reorganizations, hiring, discipline, evaluations, pay, assignments, transfers, promotions or demotions.

*Personnel practices* means wages, hours, fringe benefits, and the voluntary payment of dues.

*Resolution* means the Resolution Establishing Policies Concerning Employee Organizations adopted by the Board of Trustees of the Monroe County Public Library on December 19, 2007.

*Supervisor* means any individual who has authority to hire, transfer, suspend, lay off, recall, promote, demote, discharge, assign and schedule, reward or discipline other employees, or to adjust grievances, or effectively to recommend any such action. All facts and circumstances must be considered. Engaging in one or more of these activities, in and of itself, will not result in a finding of supervisory activity.

## **Article II -- Union Recognition and Representation**

Section 1. The American Federation of State, County and Municipal Employees, AFL-CIO, Local 2802 ("AFSCME") is recognized as the representative of all regular full-time and part-time employees (who work twenty (20) hours per week or more) of the Monroe County Public Library ("Library"), specifically excluding all confidential, probationary, supervisory, managerial, and temporary employees, as well as part-time employees who work fewer than twenty (20) hours per week. Also excluded are all members of the Library Board, interns, and similar staff or employee positions.

Section 2. With regard to those employees covered by this agreement, AFSCME shall be entitled: (i) to act on behalf of all the employees in the unit and shall be responsible for representing the interests of all the employees in the unit in a manner consistent with the Resolution, without discrimination and without regard to employee organization membership; (ii) to be given the opportunity, upon request of the employees, to be represented at discussions between administrative officials or their representatives and employees or employee representatives concerning grievances or personnel practices; and (iii) to call, and be represented on an equal representation committee meeting with administrative officials for the purpose of negotiating joint written recommendations to the Library Board on matters concerning grievances or personnel practices for employees in the unit.

Section 3. AFSCME acknowledges the paramount interests of the people of the State of Indiana and the County of Monroe in the efficient and economical operation of the Library and hereby pledges to refrain from encouraging or participating in any acts or practices which are inconsistent with such paramount interests or with this agreement or the resolution. The privileges herein extended to AFSCME shall not be construed either directly or indirectly to extend to, without limitation, such areas of discretion and policy as: (i) the mission of the Library; (ii) the Library's budget; (iii) the organization and assignment of Library employees; (iv) the technology of performing work of the Library; (v) any matters governed by federal, state or local government law or regulation; or (vi) any of the rights or responsibilities retained by the Library as set forth in the Resolution or reserved to the Library by this agreement.

Section 4. Neither AFSCME nor any employee shall have the right to participate in, conduct, threaten, or to induce or encourage others to participate in, conduct or threaten any strike, slowdown, work stoppage or other type of job action or interruption or interference with the activities of the Library, or to act in concert with other employees to abstain in whole or in part from the full, faithful and proper performance of their duties for the Library. The Library reserves the right to deal with any such activity by any lawful means, including discharge or suspension without pay of any participating employee. In addition, upon a finding by the Board that any of the actions prohibited herein have occurred: (i) a court of competent jurisdiction immediately shall restrain and enjoin all such employees and AFSCME from engaging in such actions and award to the Library its costs and reasonable attorneys' fees, and any and all other appropriate money damages and other relief; (ii) the Library may terminate immediately any employee who has violated this section. In the event that AFSCME is determined to have violated this Article, it shall cease to be accorded recognition under the Resolution for a period of not less than one (1) year. In the event recognition is withdrawn by the Library, all rights and privileges granted to AFSCME by the Resolution or this agreement shall terminate and this agreement shall be of no further force or effect.

Section 5. In the event that a termination under this Article is made, subject to review under the Grievance Procedure of this agreement, the review of such termination must only determine whether an employee has violated this Article to properly uphold the termination. A person separated from employment for violating this Article may, subsequent to such violation, at the sole discretion of the Library Board, or its designated representatives, be appointed or reappointed, employed or reemployed, but only upon the following conditions: (i) such person shall be on probation for a period of two (2) years following such appointment or reappointment, employment or reemployment, during which period he or she shall serve at the pleasure of the Library without recourse to the grievance procedure; and (ii) such person shall be considered a completely new employee

for purposes of vacation allowance, sick leave accrual, and all other benefits related to length of service, except retirement benefits as established from time to time by law.

Section 6. The Library shall not participate in, threaten, conduct or induce a lockout of employees during the term of this agreement.

### **Article III -- Employee Rights**

Section 1. Employees of the Library shall have the right freely and without fear of penalty or reprisal to form, join, and assist any lawful employee organization, or to refrain from any such activity. Such rights do not extend to participation in the management of an employee organization, or acting as a representative of any such organization, where such participation or activity would result in a conflict of interest or otherwise be incompatible with law or with the official duties of an employee.

Section 2. The Library shall take appropriate action to advise all employees of the rights referred to in this Article and to assure such employees that they may exercise such rights without fear of penalty or reprisal and free of interference, restraint, coercion, or discrimination by the Library, or its officers or employees, or by any employee organization, or its officers or employees or members.

Section 3. Nothing in this agreement shall be construed to require an employee to become or to remain a member of AFSCME or any employee organization.

Section 4. Nothing in this agreement shall preclude any employee or group of employees, regardless of AFSCME membership, from bringing matters of personal concern to the attention of appropriate administrative officials of the Library in accordance with applicable rules, regulations or established policy, or from choosing his or her own representative in a grievance or appellate action.

Section 5. Balancing the Library's operational needs in serving its patrons and the community, the Library seeks to maintain as regular and predictable a work schedule as conditions permit to minimize disruptions to the Library and to the employees. Any significant changes in hours of work shall be communicated with the employee. This provision shall not apply for short-term work schedule changes such as for the replacement of an absent employee.

#### **Article IV -- Management Rights**

Section 1. The Library retains the right and responsibility: (i) to direct employees of the Library; (ii) to hire, promote, transfer, assign and retain employees in positions; (iii) to suspend, demote, discharge, or take other disciplinary action against employees; (iv) to relieve employees from duties because of lack of work, financial exigency, discontinuance or curtailment of an activity or for other legitimate reasons; (v) to maintain the efficiency of the operations; (vi) to determine the methods, means and personnel by which such operations are to be conducted; (vii) to make and enforce work rules and policies; (viii) to take all actions consistent with this agreement; and (ix) to take whatever actions may be necessary to carry out the mission of the Library.

Section 2. This enumeration of these examples of management rights shall not be deemed to exclude other rights not enumerated. It is agreed that all other rights not specifically restricted by the express terms of this agreement or Resolution are retained exclusively by the Library.

#### **Article V -- Union Security**

Section 1. Membership in the Union is not compulsory for any employee and is not a condition of employment with the Library. Employees have the right to join or not join the Union and neither the Union nor the Library shall exert any pressure on any employee to join or not join the Union. The Union will immediately recognize any revocation of Union membership by any Library employee.

Section 2. Neither the Union nor the Library will discriminate against any employee based on membership in the Union.

Section 3. The Library will not enter into any agreement or contract with any Union eligible employee that is in conflict with this agreement.

Section 4. The Library shall share equally the cost of printing this agreement and the Resolution, which shall consist of one 8 ½ by 11 inch copy of the agreement and Resolution for each employee. At the discretion of the Library, the agreement and Resolution may be posted on the Library intranet rather than printed.

Section 5. The Library agrees to provide AFSCME a comprehensive list of all eligible Members distinguished by employee name, job title, department, classification,

and seniority date every six months, along with a current list of all union eligible job titles. The lists will be sent to the union president.

Section 6. The Library also agrees to provide ~~employees who have been hired into a union-eligible position new Library employees who are in the bargaining unit with the information about~~ AFSCME supplied ~~information packet as to it by AFSCME as a part~~ of the employee's orientation. The ~~packet will contain an up to date list of and to provide new employees with~~ the names of the AFSCME stewards.

Section 7. Upon request, the Library shall provide to AFSCME job descriptions of positions covered by this agreement. The Library shall notify AFSCME of its decision to establish any new classifications for positions covered by this agreement.

#### **Article VI -- Union Dues Check-off**

Section 1. Deduction of Union dues from an employee paycheck will be a completely voluntary decision on the part of each individual employee. There shall be no solicitation of employees for Union membership or for the payment of Union dues conducted upon the premises of the Library during working time by the Union, its representatives or by any employee.

Section 2. The amount of Union dues shall be fixed by the Union in accordance with the Constitution and applicable Bylaws of the Union and shall be certified to the Library by the Union in writing. The amount of Union dues shall not be modified more than once per year. Any modification to the amount of Union dues shall also be in writing.

Section 3. Employees who wish to have Union dues deducted from their paychecks shall furnish the Library with written authorization to make such deductions, which authorization must be in full compliance with, and valid under, all applicable laws. The Library retains the right to reject any authorization that is not in compliance with law. An authorization will be deemed automatically revoked if an employee leaves the employ of the Library or no longer is working in a position covered by this agreement. In the event that any law is established or interpreted to prohibit deductions in accordance with this Article, the Library will no longer be obligated to make such deductions.

Section 4. Upon receipt by the Library of a voluntary, lawful and duly authorized, written deduction authorization form, the Library shall deduct from the first pay period of each month, the authorizing employee's Union membership dues. The Library shall remit

to the Union all such deductions by the twentieth (20th) day of the succeeding month for which the deduction is made, at an address supplied in writing to the Library.

Section 5. The Union agrees to defend, hold harmless and indemnify the Library against any lawsuit, claim, demand, proceeding, or other form of liability that might arise out of or by reason of action taken or not taken by the Library for the purpose of complying with any of the provisions of this Article. Such indemnification by the Union shall be without cost to the Library, including attorneys' fees. In the event of any lawsuit, claim, demand, or other proceeding against the Library, the Library shall have the right to choose its own defense counsel and all costs and fees will be charged to the Union.

Section 6. The transmission of amounts to the Union by the Library pursuant to this Article shall constitute a complete release of the Library, and full waiver by the Union and each employee who has furnished an authorization for Union dues deduction, for all sums transmitted.

Section 7. If an employee who has furnished a compliant Union dues deduction authorization does not have sufficient earnings for the period in which the deduction is to be made to allow for such deduction, such Union dues will not be deducted and the Library will have no obligation or responsibility to make any such deduction.

#### **Article VII -- Labor/Management Committee**

Section 1. The Library and AFSCME, recognizing the advantage of mutual cooperation, hereby agree to establish a joint Labor Management Committee to facilitate labor-management relations within the Library. The Committee shall consist of six (6) employees, three (3) of whom shall be appointed by the Library and three (3) of whom shall be appointed by AFSCME. All members of the Committee must be employed by the Library, unless mutually agreed otherwise by the parties, in advance.

Section 2. The Library and AFSCME will meet no less often than once per quarter for the purpose of discussing issues important to both, unless the parties agree that there is no need for a meeting during a particular quarter. The authorized scope of these meetings will be to discuss personnel practices as defined in the Resolution. No personnel practices will be modified without discussing them with the Union. The Library will also give AFSCME reasonable notice to significant changes to job classifications, descriptions, or staffing levels within the bargaining unit.

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Section 3. Committee meetings shall, whenever practical, be conducted on paid time. Minutes of the Labor/Management meetings shall be published within ten (10) days of approval by the Union and Management.

### **Article VIIIa. – Employee Conduct**

Employee job performance and personal conduct impact MCPL's ability to achieve its mission of providing a high quality of public service. It is always the hope that the working relationship between the employee and the Library will be long term and mutually satisfactory. However, when violations of policies occur or when observed job performance is deemed unsatisfactory, a supervisor is expected to work with the employee in order to improve the performance of that individual.

Therefore, these rules and principles of job performance are adopted as guidelines for monitoring behavior, evaluating the performance of staff, seeking improvements in performance when problems arise, exercising progressive disciplinary procedures applicable to all staff, and providing a fair and consistent process of appeal for staff to follow. The spirit of this policy is to facilitate open discussion between supervisors and employees in order to resolve issues in an environment of mutual respect and objectivity without retaliation.

#### a. Counseling

Counseling and coaching of employees is a regular occurrence and desirable to achieve understanding and communication, without formal discipline where practical. Therefore, counseling and documentation of counseling will not be considered disciplinary in nature and will not be used for purposes of progressive discipline. Because counseling is not disciplinary in nature, it is not subject to the grievance procedure.

## **Article VIIIb. – Discipline**

**Section 1.** Administration shall retain the right and responsibility to suspend, demote, discharge, or take other disciplinary action against employees. Any of the following actions may be taken when necessary to discipline an employee. Any disciplinary action taken for minor infractions shall be progressive. Transfers will not be used for disciplinary reasons. The Library shall have thirty (30) days from the date that the Library's representative knew of an employee's infraction to impose discipline for any infraction that may have occurred.

For purposes of progressive discipline, no disciplinary action taken against an employee may be considered except those issued within the preceding three (3) years.

If a final decision is made to impose discipline, the employee and the Union, with the employee's permission, shall be notified in writing within fourteen (14) calendar days of the action being taken, unless a mutually agreed upon extension is granted.

### a. Disciplinary Warnings/Corrective Action

When infractions of rules or policies or performance concerns are more serious, where there are repeated minor infractions, where coaching/counseling has been ineffective, or for any other reason the Library deems appropriate or necessary, an employee may be issued a written warning/corrective action. The Union will be given a copy of such warnings, so long as the employee consents, and the warning will be placed in the employee's personnel file. The employee may grieve a written warning/corrective action through the Grievance Procedure in this agreement.

### b. Suspension

The Library Director or his/her designee may suspend employees with or without pay for serious infractions of rules or policies, where there are repeated minor infractions, where less severe corrective action/warning has been ineffective, where there are performance concerns, or for any other reason the Library deems appropriate or necessary. The length of suspension will be determined by the Library and communicated to the employee. The employee may grieve a suspension through the Grievance Procedure in this agreement.

### c. Dismissal/Discharge

The Library may discharge employees for serious infractions of rules or policies, where there are repeated minor infractions, where less severe corrective action/warning has been ineffective, where there are performance concerns or for any other reason the Library deems appropriate or necessary. The employee may grieve a discharge through the Grievance Procedure in this agreement.

Section 2. An employee shall have the right, upon request, to have one AFSCME representative, either a steward or an officer, with him/her at any disciplinary meeting. The employee will have the right to choose a particular Union representative, so long as it is not disruptive to operations. The presence or absence of a Union representative will not be grounds for seeking to grieve the outcome of the investigation on the merits.

Section 3. If a grievance of a disciplinary action results in a withdrawal or change of such disciplinary action, the record of the disciplinary action shall be changed or removed from the employee's file to reflect the results of the grievance.

## **Article IX -- Grievance Procedure**

**Section 1.** This procedure shall extend only to: (i) the interpretation or application of this agreement; or (ii) the interpretation or application of Library policy, and not to changes in or proposed changes in Library policy.

STEP 1. Within ten (10) days of the aggrieved event, the employee and an AFSCME steward or employee-officer shall meet with the employee's immediate supervisor and department manager during the employee's regularly scheduled work period and attempt to resolve the grievance.

STEP 2. If the grievance is not satisfactorily resolved at the first step, then within ten (10) additional days, the employee and the AFSCME steward or employee-officer may request, in writing, a meeting with the Human Resources Manager and the Department Manager or designee. Within ten (10) days of this request, a meeting shall be held during the employee's regularly scheduled work time. Within ten (10) days after this meeting, the Department Manager or designee shall give a written answer to the employee and the local AFSCME representative. The employee's AFSCME representation at this step shall be limited to one (1) steward or employee-officer.

STEP 3. If the grievance is not resolved at the second step, then within ten (10) days, the employee and the AFSCME representative may forward the written grievance to the Associate Director or, in his/her absence, to the Library Director. To assist in resolving the grievance, the Associate Director and/or Library Director may schedule a meeting with the aggrieved employee and the AFSCME steward or employee-officer. This meeting shall be held during the employee's regularly scheduled work time. The employee's AFSCME representation at this and all subsequent steps in this grievance is limited to one (1) AFSCME steward or employee-officer and one (1) non-employee AFSCME staff representative. Within thirty (30) days of the receipt of the grievance, the Associate Director or Library Director will make a written determination and advise the employee and Union of the decision.

STEP 4. If the employee is still aggrieved after the decision in step three, then within ten (10) days, the employee may request mediation by a mutually agreeable mediator. If the parties cannot agree, then the Union may submit a request to the American Arbitration Association for a panel of five (5) mediators from which the parties will strike, in alternating fashion after the flip of a coin, one mediator from the list. The last remaining name will serve as the mediator. This step may be invoked only with the approval of the individual employee or employees concerned. These

mediation procedures shall be advisory in nature with any decisions or recommendations subject to the approval of the Board of Trustees.

Section 2. All costs of any mediation hereunder shall be shared equally by the parties.

Section 3. The aggrieved employee or employees shall have the right to have a representative of his or her own choosing speak for the employee's interests, so long as such representative is also an employee or is a representative of AFSCME and is not an employee's personal attorney. The Library shall not retaliate or discriminate in any manner against any employee for initiating a grievance.

Section 4. If management does not respond to a grievance within the specified time limits, unless prevented by good cause or when the time is extended by mutual agreement of the parties, the employee may advance the grievance to the next step. If an employee or the Union fails to file a grievance or the grievance is not appealed within the time limits provided in this Article, the grievance shall be considered withdrawn.

Section 5. Grievances will be processed only when the occurrence on which the grievance is based occurs prior to the effective date of the termination of this agreement.

Section 6. Employees who are required to attend hearings during the grievance procedure shall be compensated at their regular rate of pay. It is understood by the parties that overtime will not be paid to any employee for any of the above listed proceedings.

Section 7. An employee who is suspended or terminated may bypass Step 1 and initiate a grievance at Step 2.

## **Article X -- Personnel Files**

**Section 1.** The File. All library personnel files shall be maintained in the Human Resources department and made available for the employees' inspection upon request. Upon request, one copy of any material in an employee's personnel file shall be provided to the employee free of charge. If more than one copy is requested, additional copies will be provided at a standardized charge for duplication. The review of the file shall take place in an appropriate area of Human Resources and, if the employee so chooses, in the presence of an AFSCME representative (a steward or an employee-officer). The personnel file of each employee (date of hire, classification, performance appraisals, etc.) shall be held in strict confidence, with the exceptions noted below, for the employee and the Board. Authorized persons who may have access to this file are the employee, an authorized Union representative of the employee designated in writing by the employee, the employee's manager, the employee's supervisor, the administrative office, and the Board.

**Section 2.** Additional Documents. Employees may submit documents for placement in their personnel file to the Human Resources Manager, to be forwarded to the Library Director or their designee if the documents relate to their job performance and relevant non-work accomplishments.

**Section 3.** Employment References. References to prospective employers regarding a current or former employee will contain dates of employment, position held and whether the person is currently employed with the Library. Upon written request by the employee, the Human Resources Manager or the employee's immediate manager may supply a reference letter of the employee's job performance to the prospective employer with a copy also sent to the employee.

**Section 4.** Credit Inquiries. The Library will verify the fact of employment upon request. If additional information is requested, the employee will be consulted. Informational requests from banks and other credit institutions shall not be answered, with the exception of dates of hire and salary, position held and whether the person is currently employed with the Library.

**Section 5.** Notation of Duties Performed. Employees who have been assigned to temporary duties outside their job classification shall have that fact noted in their personnel file as evidence of their performance.

**Article XI -- Union Business and Union Stewards**

Section 1. The Union may select, and the Library will recognize, five (5) Union Stewards who must be regular employees of the Library, all of whom shall be recognized by the Library as the representative(s) of the bargaining unit employees for purposes of discussion of matters covered by this agreement. The Stewards must be identified in writing to the Library.

Section 2. The duties of the Steward shall be limited to the investigation and/or presentation of grievances and the administration of this agreement.

Section 3. There shall be no investigation or processing of employee complaints or grievances during scheduled working time. Conferences between the Union and the Library to discuss employee complaints and grievances shall take place at times and places mutually agreed upon by the Library and the Union, but in the event such discussions occur during the Steward's non-work time, the Steward will not be compensated for such time.

Section 4. Discussions regarding the renewal or modification of this agreement will take place at times and places mutually agreed upon by the Library and the Union.

Section 5. AFSCME may select no more than three (3) employees to represent AFSCME in the negotiation of proposed modifications to this agreement during working hours without loss in compensation. No overtime will be granted. There shall be no more than one (1) employee from ~~any branch and no more than one (1) employee from any department of the Main Library-~~ units with less than ten (10) staff members and no more than two (2) employees from larger units. The names of such representatives of AFSCME shall be submitted to Human Resources at least two (2) weeks prior to the first scheduled meeting. The Library may select no more than three (3) employees to represent the Library in the negotiation of proposed modifications to this agreement.

AFSCME may also be represented in negotiations by a non-employee union representative, and the library may be represented by legal counsel.

Both the Library and Union may name one (1) substitute at least two (2) weeks prior to the first scheduled meeting. In the event of a negotiation team member's absence for three (3) consecutive meetings or more, a predetermined substitute will replace the absent team member for a period of time specified by that team. The substitute will be not informed of the details of the negotiation proceedings until such time as their participation becomes necessary, and must adhere to the rules and protocol established by the negotiation team.

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Section 6. The Library shall provide the Union with reasonable space on two (2) bulletin boards at the Main branch and one (1) at ~~the Ellettsville each~~ branch.

The union will also be provided access to one (1) library email account for notification to union eligible staff for time sensitive information. This email account will be configured for *outbound* messaging only.

~~• Notifications will direct recipients to their personal email accounts or other communications internal to the union.~~

• Union represented employees may “opt-out” of the distribution list by contacting the union.

The list of names of participating union-eligible staff will be maintained by the union with periodic updates sent to the Information ~~Systems-Technology~~ Manager and copied to the Human Resources Manager. As with all MCPL computers and personal email usage guidelines, personal business may be conducted during breaks and unpaid time, providing such use does not negatively impact other employees' ability to perform their jobs.

See Section 5.08: Use of Computers, Email, and Other Technologies

No information displayed on the bulletin board or contained in the notification email may be partisan, political, defamatory, derogatory, or offensive. Neither the bulletin board nor the MCPL email account may be used for campaign purposes, Union or otherwise.

Section 7. Union Access

a. Access to work locations

Stewards and the Local 2802 AFSCME President shall be allowed access to work locations with supervisor approval at reasonable times in order to represent employees. With reasonable notice to the Library Director or designee and with the approval of the Library Director or designee, a non-employee representative of AFSCME shall be allowed access to work locations not accessible to the general public.

b. Meeting rooms

The Library shall make available on Library premises conference and meeting rooms for Local 2802 union meetings upon prior notification by the designated Union representative and subject to prior commitments for space utilization by the Library, other governmental entities, or members of the general public. All meetings held under this section shall occur during normal Library operating hours and be consistent with Library meeting room policy. The Union must reserve meeting rooms like all other public entities. Employees shall not attend Union meetings pursuant to this Section during scheduled work times.

Section 9. The Library will provide the Union with prior notice of significant changes to Library policy that conflict with this agreement. ~~At~~The Board of Trustees agenda and board packet will be accessible to all parties on the Library's public website.

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Section 10. The Library communicates employment changes (new hires, job changes, and terminations) via the MCPL weekly internal newsletter. Should employment changes not be announced via this method, the library shall notify AFSCME five (5) days after the first pay period of the new hires/employment change, if any new or rehired employee is added to the payroll in a position covered by this agreement.

### **Article XII -- Subcontracting Work**

Section 1. Employees covered by this agreement recognize and acknowledge that the nature of the work of the Library requires the utilization of seasonal, temporary, part-time or volunteer workers on occasion and such use shall not violate this Article. Further, it shall not be a violation of this Article for the Library to utilize interns and/or work-study employees, as it deems appropriate, in the sole discretion of management.

Section 2. There shall be no limitation on the Library's right to subcontract, contract, or outsource bargaining unit work to outside firms, contractors, or subcontractors, if the Library deems such a relationship appropriate. However, the Library shall not subcontract bargaining unit work solely for the purpose of laying off members of the bargaining unit.

### **Article XIII – Seniority**

Section 1. Seniority of an employee begins with the most recent date of employment with the Library and takes effect after any probationary period has expired.

Section 2. Seniority shall be considered continuous unless the employee:

- a. Is discharged for cause; or
- b. Resigns voluntarily; or
- c. Is laid off for lack of work and not recalled within one (1) year of such layoff; or
- d. Fails to return to work by recall subsequent to a layoff within five (5) days after having been notified to do so by certified mail to last known address.

When an employee is terminated for any of these reasons and is subsequently re-employed, he/she shall be considered a new employee for all purposes.

**Article XIV -- Layoff and Recall**

**Section 1.** If a reduction in the workforce is necessary, the Library shall notify the affected employees and the AFSCME President within eight (8) work weeks.

**Section 2.** Seasonal, temporary, and probationary employees shall be laid off first. Additional layoffs will take into consideration seniority, breadth of skills/knowledge, and job performance, in conjunction with current business needs. However, the Library may allow voluntary resignations, retirements, demotions, or changes to part-time status on the part of relevant employees in order to offset layoffs.

**Section 3.** Employees laid off will retain and accumulate seniority rights during such layoff for a period up to one year.

**Section 4.** Upon recall, former employees within a job classification who were laid off in accordance with this Article shall be offered recall in the reverse order in which they were laid off, provided, however, no more than one (1) year has elapsed since their layoff.

**Section 5.** AFSCME will be furnished copies of all official layoff and recall notices to the affected employee(s) within five (5) work days of their announcement.

**Article XV -- Work on Higher Rated Jobs**

**Section 1.** In the event an employee is directed by the Library to temporarily perform all or substantially all the job functions and duties of another classification covered by this agreement which has a higher scheduled rate of pay, and the employee works in such classification for more than one (1) full week (of at least five (5) consecutive days) that employee shall receive the higher rate of pay which shall be retroactive to the first hour of said assignment and continue for the duration of such assignment.

**Article XVI -- Unauthorized Activities**

**Section 1.**     Strikes and Other Acts Prohibited.

a. No employee and no employee organization shall have the right to participate in, conduct, threaten, or to induce or encourage others to participate in, conduct or threaten any strike, slowdown, work stoppage or other type of job action or interruption or interference with the activities of the Library, or to act in concert with other employees to abstain in whole or in part from the full, faithful and proper performance of their duties for the Library. The Library reserves the right to deal with any such activity by any lawful means, including discharge or suspension without pay of any participating employee.

b. Upon a finding by the Board that any of the actions prohibited in this section have occurred:

(1) A court of competent jurisdiction immediately shall restrain and enjoin any individuals or organizations from engaging in such actions; and

(2) Award to the Library its costs and reasonable attorneys' fees; and

(3) Award any and all other appropriate money damages and other relief.

c. The Library may terminate immediately any employee who has violated this section. In the event that such a termination is made subject to review under a dispute resolution procedure contained in this agreement, the Board of Trustees or its designee reviewing the termination must only determine whether an employee has violated this section to properly uphold the termination. A person separated from employment for violating the above conditions may, subsequent to such violation, at the sole discretion of the Board of Trustees, or its designated representatives, be appointed or reappointed, employed or reemployed, but only upon the following conditions:

(1) Such person shall be on probation for a period of two (2) years following such appointment or reappointment, employment or reemployment, during which period he or she shall serve at the pleasure of the administrative officials of the Library without recourse to grievance procedures;

(2) Such person shall be considered a completely new employee for purpose of vacation allowance, sick leave accrual, and all other benefits

related to length of service, except retirement benefits as established from time to time by law.

d. Any employee organization determined to have violated this section shall cease to be accorded recognition under the Resolution for a period of one (1) year.

Section 2. Nothing in the Resolution or this agreement shall operate to limit or restrain the Library or Library administration from exercising its right to express or disseminate, whether in written, printed, graphic or visual form, any views, argument or opinion with respect to an employee organization or matters related thereto.

#### **Article XVII -- Entire Agreement**

Section 1. The Library and AFSCME shall not be bound by any requirement not specifically stated in this agreement. This agreement represents the complete agreement between the parties.

Section 2. It is expressly understood that no provision of this agreement shall be waived or considered waived by any act, omission or communication, provided, however, that both parties shall have the right to mutually agree to waive a provision by express written authorization from the Library representative and the representative of AFSCME.

Section 3. If any article or section of this agreement should become invalid by operation of law or be declared invalid or permanently enjoined by any court of competent jurisdiction, the remainder of this agreement shall not be affected and either party may request collective bargaining negotiations concerning the invalid provision within thirty (30) days of its invalidity.

#### **Article XVIII -- Employee Personnel Policies, Benefits, and Wages**

Section 1. All personnel policies contained in the Personnel Manual, and employee benefits, and wages, as approved by the Board of Trustees, shall be applicable to employees represented by the Union. The parties recognize that the Board of Trustees has the sole authority to modify such benefits, policies, and wages.

Section 2. The Library will not propose any modifications to the personnel policies contained in the Personnel Manual, which affect the bargaining unit, without first engaging in good faith bargaining with the Union.

Section 3. During the early stages in the budgetary process, the administration conducts analysis and considers various factors of the ensuing fiscal year's budget. Estimates of possible wage adjustments will be shared with the library Board of Trustees as part of preliminary budgetary reporting.

The Library will not propose any modifications to wages, which affect the bargaining unit, without first engaging in good faith bargaining with the Union.

Section 4. The Wage and Salary Schedule, Pay Schedule and Holiday Closing Schedule will be posted annually on the library's intranet following the annual approval by the Board of Trustees.

#### **Article XIX -- Term of Agreement**

Section 1. This agreement shall become effective on August ~~21~~<sup>17</sup>, ~~2013~~-~~2016~~ and shall remain in effect until August ~~17~~<sup>15</sup>, ~~2016~~<sup>2019</sup>. If notice is provided by either party that it wishes to modify or amend this agreement at least 180 days in advance of its termination, the parties agree to commence bargaining on a subsequent agreement no later than 60 days before the expiration of this agreement.

Section 2. If the parties are unable to conclude negotiations, if negotiations are broken off or if impasse occurs, then within ninety (90) days the parties agree to submit separate recommendations to the Board of Trustees.

# Monroe County Public Library

## Employee ~~Personnel~~ Policy Manual

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All sections were approved by the ~~board~~Board of Trustees December 20, 2006, unless otherwise noted.

### Section 1: Personnel Administration

#### 1.01 USE AND REVISION OF ~~PERSONNEL EMPLOYEE~~ POLICIES HANDBOOK

This Monroe County Public Library ~~Personnel~~ Employee Policies Handbook is designed to provide you with information about working conditions, employee benefits, and some of the policies affecting your employment. You should read, understand, and comply with all provisions of the handbook. It describes many of your responsibilities as an employee and outlines the programs developed by Monroe County Public Library (MCPL) to benefit our employees. One of our objectives is to provide a work environment that is conducive to both personal and professional growth.

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Nothing in this handbook is intended in any sense to constitute a contract of employment. Pursuant to Indiana law, MCPL is an "At-Will" employer. "At-Will" means the employee may resign at any time and that the employer may discharge an employee at any time with or without cause.

No employee handbook can anticipate every circumstance or question about policy. As the library continues to grow and change, the need may arise to change policies described in the handbook. The MCPL Board of Trustees, therefore, reserves the right to revise, supplement, or rescind any policies or portion of the handbook from time to time as it deems appropriate, in its sole and absolute discretion. Employees will, of course, be notified of such changes as they occur.

While MCPL believes these policies are accurate, they are only summaries, and any discrepancies between these summaries shall be governed by the actual terms of the underlying, more detailed plans (e.g., insurance plans).

This MCPL Personnel Policies Handbook was adopted by the MCPL Board of Trustees on December 20, 2006; and shall be in full force and effect upon January 1, 2007; and shall supersede and repeal existing oral or written policies.

### Section 1.02: Management Rights

#### 1.02 MANAGEMENT RIGHTS

MCPL retains the responsibility and authority to manage and direct on behalf of the public the operations and activities of MCPL to the full extent authorized by law. Such responsibility and authority shall include but not be limited to:

1. The right to direct the work of its employees.
2. The right to establish policy.
3. The right to maintain the efficiency of public operations.
4. The right to design and implement safety programs for employees.
5. The right to design and implement job training for employees.
6. The right to determine what services shall be rendered to the public and the maintenance procedures, materials, facilities, and equipment to be used.
7. The right to determine job responsibilities.
8. The right to determine, effectuate and implement the objectives and goals of MCPL.
9. The right to establish, allocate, schedule , assign, modify, change and discontinue MCPL operations, work shifts and working hours.
10. The right to establish, modify, change and discontinue work standards.
11. The right to hire, examine, classify, train, transfer, assign and retain employees; suspend, discharge or take other disciplinary action against employees in accordance with applicable law and to relieve employees from duties due to disciplinary reasons or other legitimate reasons; and make promotions and demotions.
12. The right to change, modify, determine the size, and alter the composition of the work force.
13. The right to determine, establish, and implement policies for the selection, training and promotion of employees in accordance with applicable law.
14. The right to establish, implement, and modify procedures and policies for the safety, health and protection of MCPL property and personnel.
15. The right to adopt, modify, enforce or discontinue any existing rules, regulations, procedures and policies.
16. The right to establish, select, modify or discontinue equipment, materials and the layout and arrangement of equipment.
17. The right to determine the size and character of inventories and their disposal.
18. The right to control the use of property, machinery inventories, and equipment owned, leased or borrowed by MCPL.
19. The right to locate, establish, and organize new departments, divisions, subdivisions, or facilities thereof, and the right to relocate departments, subdivisions, locate and the close and/or discontinue same.
20. The above enumeration of management rights is not inclusive of all rights granted MCPL by constitution, statute, charter, ordinance or in any manner are retained by MCPL.

### 1.03 EQUAL OPPORTUNITY EMPLOYMENT

#### *Section 1.03 PROPOSED to the Board of Trustees August 17, 2016*

It is the policy of the Monroe County Public Library that, as required by law, equal employment opportunities be available to all persons without regard to race, sex, age, color, religion, national origin, disability, citizenship status, or any other category protected under federal, state, or local law. This policy applies to employees and applicants and to all phases of employment, including hiring, promotion, demotion, and treatment during employment, rates of pay or other forms of compensation and benefits, and termination of employment.

Irrespective of whether gender identity and/or sexual orientation is a legally protected status, MCPL is committed to providing and to maintaining a workplace free of discrimination based on an individual's gender identity and/or sexual orientation.

Monroe County Public Library will take appropriate steps to provide reasonable accommodations upon request to qualified individuals with disabilities so long as doing so does not cause undue hardship. Monroe County Public Library will also take appropriate steps to provide reasonable accommodations upon request to employees whose religious beliefs or restrictions create a conflict with the Library's policies, practices, or procedures, so long as doing so does not cause an undue hardship. If you need accommodation, please contact the Human Resources Manager to discuss your situation and your needs.

All position notices, postings, advertisements, and recruiting literature shall contain the phrase "An Equal Opportunity Employer."

## Section 2: Employment Policies

*Sections 2.01, 2.02, 2.06 and 2.11 were approved by the ~~board~~ Board of Trustees May 18, 2011*

### 2.01 RECRUITMENT AND HIRING

When Monroe County Public Library has an employment vacancy, the position will be filled in a fair and equitable manner and in accordance with all applicable laws. The library Board of Trustees hires the director of the library. The Library Director is responsible for all other hiring, though responsibility is delegated as noted in the procedures.

It is the policy of MCPL to fill all positions with the best-qualified people whose skills and abilities best match the needs of the department. Generally, positions will be posted for application by internal and/or external candidates. However, as positions become available, the administration, at its discretion, will either directly promote or transfer a qualified internal employee of the Library or will open the position to internal and/or external candidates.

All posted positions will be published for at least seven calendar days. A job notice will contain the title of the open position, a summary of duties and responsibilities, minimum education and experience, and the current pay range. Applicant materials will be taken until the position is filled.

Job announcements for all union-eligible posted positions in the Library shall be posted for a minimum of seven (7) calendar days.

If a position is vacated within three months after being filled, permission to select a candidate from the most recent pool of applicants for this position without re-posting the opening may be obtained at the discretion of the Library Director. For certain positions a recruitment list may be developed for use in hiring new employees over a period of six months.

A position shall be determined to be open and subject to the posting requirements under the following conditions:

- a. If the position is a vacant, budgeted position, and
- b. The administration has designated the position as open to internal and/or external candidates.



A current employee promoted to fill a position vacancy within the bargaining unit shall be subject to a three (3) month trial service period in such new position. In the event the employee does not successfully pass the orientation and training period as determined by the Library or at the employee's discretion, such employee shall be assigned to their former position and pay if such is available or to another position in their same classification for which the employee is qualified by reason of skill, ability and seniority.

## Section 2.02: Nepotism

*Section 2.02 PROPOSED to the Board of Trustees August 17, 2016*

### 2.02 NEPOTISM

MCPL's policy is to hire, promote, and transfer employees on the basis of individual merit and to avoid any hint of favoritism or discrimination in making such decisions. The employment of relatives in positions where one might have influence over the other's status or job security is regarded as a violation of this policy.

Persons related to any MCPL Board of Trustees member or to the Library Director as father, mother, brother, sister, uncle, aunt, husband, wife, son, daughter, son-in-law, daughter-in-law, niece, ~~or~~ nephew, ~~or domestic partner, or a person living in the same household~~ shall not be eligible to hold any paid position with MCPL. Nor shall any such relative or person be entitled to receive any compensation for his or her services out of any appropriation.

Persons related to MCPL employees as father, mother, brother, sister, uncle, aunt, husband, wife, son, daughter, son-in-law, daughter-in-law, ~~nephew/niece, or -niecc/nephew, or domestic partner-person living in the same household of the employee,~~ may not be hired or transferred to a position that causes a direct supervisory-subordinate relationship.

If marriage of employees creates these kinds of relationships, one of the employees affected must give up that position by the end of the current year or within six months from the date the relationship was established, whichever is the greater period of time. The employee may be re-employed elsewhere in the library if there is an opening in another department.

The Library does not prohibit employment of immediate family in the same department or administrative unit, provided that one family member is not under the direct chain of command of another family member.

## Section 2.03: Employment Applications

### 2.03 EMPLOYMENT APPLICATIONS

All applicants are required to complete an MCPL Employment Application form in its entirety. This standardized job application form shall be maintained by the Human Resources Manager. Applications for MCPL employment shall request only that information necessary for hiring decision-making. Only questions specifically related to occupational standards shall be asked.

Applicants must account for periods of employment and unemployment.

MCPL relies upon the accuracy of information contained in the employment application, as well as the accuracy of other data presented throughout the hiring process and employment. Any misrepresentations, falsifications or material omissions in any of this information or data shall result in MCPL's exclusion of the individual from further consideration for employment or, if the person has been hired, termination of employment.

Placement of an employment application with MCPL does not mean that all applicants will be interviewed. Equal consideration will be given to all applicants based on qualifications of the job.

Applications will be retained in active files until job openings are filled.

## Section 2.04: Pre-Employment Interviews

*Section 2.04 PROPOSED to the Board of Trustees August 17, 2016*

### 2.04 PRE-EMPLOYMENT INTERVIEWS

Pre-employment interviews may be used to gather information and screen applicants for MCPL employment. ~~Initial~~ Interviews ~~may~~ are be conducted by ~~a team of peers of the position being filled.~~ the manager and/or the assistant manager, and others as appropriate. The final interview decision is reserved for the ~~departmental representative~~ unit leader making the employment decision.

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## Section 2.05: Moving and Interview Expenses

### 2.05 MOVING AND INTERVIEW EXPENSES

The Monroe County Public Library strives to recruit the best possible candidates for all employment positions. In conjunction with recruitment activities for management team positions, MCPL may reimburse reasonable moving and interview expenses.

Generally, the Monroe County Public Library will coordinate and make payment arrangements for prospective managerial employee recruitment expenses. Additionally, MCPL may reimburse prospective managerial employees for any additional expenses reasonably incurred while interviewing as determined by the MCPL Board of Trustees or the Library Director.

For both prospective employees and new employees the determination of reasonable expense reimbursements will be made by the MCPL administration.

## **Section 2.06: Orientation**

### **2.06 ORIENTATION**

All new employees must meet with the Human Resources Department before beginning employment. All new employees will be shown how to access the MCPL Personnel Manual, which outlines the organization of MCPL, working conditions and policies. All new employees will acknowledge in writing their responsibility to read and to understand the policies contained in the personnel manual and any subsequent revisions. Department managers will oversee their new employees' on-the-job orientation to their department. All new employees will attend the General Team Orientation offered by the Library within two months of hire.

*For additional notification requirements for newly hired bargaining unit employees, see Joint Agreement, Article XVI, Section 10.*

## **Section 2.07: Employee ID badge**

### **2.07 EMPLOYEE ID BADGE**

While at work, all employees are required to wear an MCPL ID badge as provided by the library. A library-logo shirt may be substituted for the badge.

## **Section 2.08: Medical Examinations**

### **2.08 MEDICAL EXAMINATIONS**

To help ensure that employees are able to perform their duties safely, medical examinations may be required. After a conditional offer of employment has been extended during the hiring process, applicants may be required to undergo a pre-employment medical examination by a health professional of MCPL's choice, at MCPL's expense.

Applicants may be required to submit to a drug test prior to being hired by MCPL.

Employees shall be required to submit to fitness for duty medical or psychological evaluations prior to returning from military leave or employee illness or injury leave under FMLA, or to meet terms and conditions associated with performing job duties.

Information on an employee's medical condition or history shall be kept in a confidential file that is separate from other employee information by the Human Resources Department. Access to this information will be limited to the employee, supervisor, Human Resources Department and persons designated by the Library Director on a need-to-know basis.

## **Section 2.09: Employment Categories**

### **2.09 EMPLOYMENT CATEGORIES**

It is the intent of MCPL to clarify the definitions of employment classifications so that employees understand their employment status and benefit eligibility. Any changes in employment category status shall be conveyed in writing. No change in employment status is to be construed or inferred without written notification. Each employee is assigned to one of the following employment categories:

REGULAR FULL-TIME employees are those who work a 37 ½ hour work week and are not in a part-time or temporary status and who are regularly scheduled to work MCPL's full-time schedule. Such employees are eligible for the employer's benefit package subject to the terms, conditions, and limitations of each benefit program. In addition, employees hired prior 01/01/2005 who maintained 30 hour work week status as of 12/31/2004 and are not in a temporary status are Grandfathered and remain classified as regular full time MCPL employees. Any such Grandfathered employees are eligible for the same benefits as 37 ½ -hour work week employees, so long as they continue to maintain a 30 hour work week status or are on MCPL approved paid leave and return to work under their 30 hour employment category status.

REGULAR PART-TIME employees are those who are not assigned to a temporary status and who are scheduled to work less than MCPL's full-time schedule. Part-time employees are eligible for partial and prorated benefits.

TEMPORARY employees are those who are hired as interim replacements, to temporarily supplement the work force, or to assist in the completion of a specific project. Employment assignments in this category are of a limited duration. Employment beyond any initially stated period does not in any way imply a change in employment status. Temporary employees retain that status unless and until notified in writing of a change. While temporary employees receive certain benefits (such as worker's compensation and Social Security), they are ineligible for all of MCPL's other benefit programs.

## **Section 2.10: Personnel Files**

### **2.10 PERSONNEL FILES**

The employment selection procedure shall be documented and recorded and shall remain strictly confidential. Accurate personnel records shall be kept on file for each employee for a period of not less than seven (7) years and should be used to substantiate and support the employment decision in the event of inquiry.

MCPL maintains four separate personnel records concerning the employee's employment history.

1. Administrative File: The employee's personnel file shall contain the employee's employment application, Form I-9: Employment Eligibility Verification, salary, emergency information sheet, insurance enrollment and beneficiary forms, retirement forms, educational accomplishments, change of address forms. This file shall be maintained by the Human Resources Department. Documents in this file shall be deemed confidential, and released only to persons on a need-to-know basis.
2. Performance File: This file shall contain documentation of performance such as performance evaluations, disciplinary records, and other documentation concerning disciplinary actions including employee complaints, absences, tardiness, disciplinary leaves, and other related information. This file shall contain documentation of records of training and the Personnel Manual Acknowledgement Form. This confidential file shall be deemed as exempt under the Indiana Public Records Law. This file shall be maintained by the Human Resources Department and released only to persons on a need-to-know basis.
3. Medical File: The employee's medical file shall contain all medical information, including health insurance, FMLA leave, disability information, ADA accommodations, worker's compensation documents, results of alcohol and drug tests and other medically related information. This confidential file shall be deemed as exempt under the Indiana Public Records Law. This file shall be maintained by the Human Resources Department and released only to persons on a need-to-know basis.
4. Form I-9, Employment Eligibility Verification: Form I-9 shall be maintained in a separate confidential file. This file shall be maintained by the Human Resources Department and released only to persons on a need-to-know basis.

## **Section 2.11: Access to Personnel Files**

### **2.11 ACCESS TO PERSONNEL FILES**

*Bargaining unit employees see Joint Agreement, Article X.*

*Managerial/supervisory/confidential employees.*

The only *official* file kept on employees will be located in the HR Office. Access to confidential personnel files shall be limited to the employee, or former employee, the Human Resources Department and other persons authorized by the Library Director on a need-to-know basis.

Personnel files are property of MCPL and access to the information they contain is restricted. Only officials or representatives of MCPL who have a legitimate reason to review information in a file are allowed to do so. With reasonable advance notice, an employee or former employee may review material in his/her file. Upon request MCPL will provide the employee copies of any documents contained in his/her personnel file.

The file may be reviewed in the HR Office or a written request for copies of documents to be removed from the file can be made. A fee of ten cents per page will be charged to former employees for copies that they request from their files.

No information shall be provided to any person concerning the employment of current employees other than job title, department, date of hire, date of termination, and wages.

## **Section 2.12: Personal Information Changes**

### **2.12 PERSONAL INFORMATION CHANGES**

It is the responsibility of each employee to promptly notify the Human Resources Department and supervisor of any changes in personal data. Personal mailing addresses, telephone numbers, number and names of dependents, individuals to be contacted in the event of an emergency, educational accomplishment and other such status reports should be accurate and current at all times. Any unreported changes in personal status may impact eligibility under MCPL's benefits plans.

## **Section 2.13: Outside Employment/Conflict of Interest**

### **2.13 OUTSIDE EMPLOYMENT/CONFLICT OF INTEREST**

An employee may hold a job with another organization as long as he/she satisfactorily performs his/her job responsibilities with MCPL. All employees will be judged by the same performance standards and will be subject to the employer's scheduling demands, regardless of any existing outside work requirements. Employees who are provided Family and Medical Leave Act leave for their personal illness or injury under MCPL's FMLA policy shall not be employed by outside employers when on FMLA leave; any exceptions shall be presented in writing for authorization by the Library Director.

If MCPL determines that an employee's outside work interferes with performance or the ability to meet the requirements of MCPL as they are modified from time to time, the employee may be asked to terminate the outside employment if he/she wishes to remain employed with MCPL.

Outside employment will present a conflict of interest if it has an actual or potential adverse impact on MCPL. MCPL employees are to file a conflict of interest statement (Indiana Code 35-44-1-3) with the Monroe County Clerk and Human Resources Manager whenever an employee's outside business activities are directly or indirectly linked to MCPL in a business relationship such as vendor, supplier, contractor or independent subcontractor.

## **Section 2.14: Performance Evaluation**

### **2.14 PERFORMANCE EVALUATION**

It is an expectation of MCPL that supervisors and employees will discuss job performance and goals on an informal day-to-day basis. Further, it is an expectation of MCPL that supervisors will meet with each employee to plan the employee's work plan for the year. Annual performance evaluations may be conducted to provide both supervisors and employees the opportunity to discuss job tasks, identify and correct weaknesses, encourage and recognize strengths, and discuss positive, purposeful approaches for meeting goals. Performance Evaluation Forms are available from the Human Resources Department.

### Section 3: Salary Administration

*Section 3.10 was approved by the ~~board~~ Board of Trustees March 19, 2008.*

*Sections 3.10 was approved by the ~~board~~ Board of Trustees March 19, 2008.*

*Sections 3.03, 3.05, 3.06, 3.10, 3.11, 3.12, 3.13, 3.15, 3.18 were approved by the ~~board~~ Board of Trustees May 18, 2011.*

*Section 3.21 was approved by the ~~board~~ Board of Trustees on 09-17-2014*

*Sections 3.20 was approved by the ~~board~~ Board of Trustees September 17, 2014*

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#### 3.01 WORK HOURS

Regular work hours are established for each position based on staffing requirements for -MCPL.

#### 3.02 WORK WEEK

A standard work week starts at 12:01 a.m. on Monday and ends at 12:00 midnight on Sunday.

#### 3.03 EVENING AND WEEKEND HOURS

All employees will be expected to be available for work evenings and weekends. No overtime compensation is paid for evenings and weekends unless a non-exempt employee works over 40 hours in a work week.

Staff may be required to be available at specific times and to change their schedules to accommodate variations in work demands. Administration and supervisors will provide advanced notice, whenever possible, while retaining the flexibility to respond to unanticipated situations.

#### 3.04 PAY SCHEDULE

Paychecks are issued bi-weekly.

### 3.05 OVERTIME

*Section 3.05 PROPOSED to the Board of Trustees August 17, 2016*

Each MCPL employee holds a position that is designated as either NON-EXEMPT or EXEMPT from federal and state wage and hour laws.

NON-EXEMPT employees are entitled to overtime pay ~~at the rate of 1 ½ or compensation time off at the rate of 1 ½~~ under the specific provisions of federal and state laws. For purposes of calculation of overtime, sick leave, personal leave, and holidays shall not be included as time worked. Overtime work must be approved in advance by the employee's supervisor, the department manager, and the Library Director.

Overtime Pay: Overtime pay is based on 1 ½ times the regular hourly rate which shall include the base rate plus any other pay above the base rate for all time worked above forty (40) hours in a work week.

EXEMPT employees are not eligible for overtime under the Fair Labor Standards Act and are exempt from specific provisions of federal and state wage and hour laws. They therefore do not receive pay or additional time off for working beyond the regular workday/workweek and are not entitled to overtime compensation or compensatory time off under specific provisions of federal and state laws.

- Work performed in addition to the regular work hours is customary with professional, exempt employee responsibilities. This applies to all full-time and part-time exempt staff.
- Departments may allow alternate or flexible work schedules that support operational needs.
- In recognition that the responsibilities of professional exempt staff may require work outside of regular work hours, periods of *absence that are less than a day (per hours status)* should not be charged to accumulated Personal or Sick Leave, or taken without pay, except as provided under the Family Medical Leave Act [7] (FMLA).
- To be considered exempt, a position must comply with federal regulations and laws regarding exempt status.

## Section 3.06: Work Records

### 3.06 WORK RECORDS

Falsification of time sheets, timecards, or attendance records is a serious violation of work rules. Violation may subject an employee to disciplinary action, up to and including termination of employment. All employees must maintain time keeping records to satisfy Indiana statutes governing public employers.

NON-EXEMPT

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It is each non-exempt employee's responsibility to accurately record all hours worked and benefit leave time/type taken using the library-provided time management system.

#### EXEMPT

It is each exempt employee's responsibility to record days worked and benefit leave time/type taken using the library-provided time management system.

### **Section 3.07: Work Time Restricted**

#### **3.07 WORK TIME RESTRICTED**

Non-exempt employees shall not commence any work activities in behalf of MCPL before seven (7) minutes preceding the start of the work shift, or continue work activities more than seven (7) minutes after completion of the work shift, unless specifically authorized by their supervisor.

### **Section 3.08: Additional Hours**

#### **3.08 ADDITIONAL HOURS**

Additional hours are defined as hours added to the planned staffing pattern of a department at the discretion of the Library Director. Upon approval, the hours may be assigned within the department by the manager (i.e. adding hours to part-time employees) according to the needs of the department, the tasks covered by the additional funding, and budgetary limitations.

### **Section 3.09: Job Descriptions/Classifications**

#### **3.09 JOB DESCRIPTIONS/CLASSIFICATIONS**

MCPL installed and adopted a job classification system for all MCPL jobs. It is regularly monitored and revised to reflect changes in job duties as they occur.

All MCPL positions have been described in job descriptions and systematically grouped into job classes based on their fundamental similarities.

New job descriptions or any modifications to existing job descriptions shall be approved by the Library Director.

## Section 3.10: Job Classification/Pay System Maintenance

### 3.10 JOB CLASSIFICATION/PAY SYSTEM MAINTENANCE

Decisions related to the job classification system are based on planning priorities, organizational consistency, workflow changes, needs of individual departments, budget considerations, and other factors that may arise in the on-going assessment of staffing at MCPL.

When MCPL needs to add a position not currently classified, or reclassify, eliminate, or substantially modify the hours of an existing position, Library management will take action to ensure ~~that~~ the employee, department, and ~~others~~ others are included in decision making processes as necessary. The changes will be reviewed by the department manager, the human resources manager, and the director.

A system-wide evaluation of all positions, job descriptions, and salaries may also be conducted periodically by an outside firm designated by the Library Board of Trustees. Reports from any outside firm will be shared with the Labor-Management Committee for their input. The Board of Trustees approves/rejects any recommendations as required by Indiana Code 36-12-2-24.

*For positions covering by the bargaining unit, see also the Joint Agreement, Article V, Section 7.*

## Section 3.11: Compensation

### 3.11 COMPENSATION

The MCPL Board of Trustees sets the minimum and maximum pay rates for all positions annually. These annual pay increases are authorized by the MCPL Board of Trustees as funding is available.

Pay increases may take any form chosen by the MCPL Board of Trustees. Possible types of pay increases include, but are not limited to:

- Cost of Living Adjustment (COLA): Approved COLA pay rates become effective at the beginning of the next budget year, unless otherwise indicated.
- Seniority increments are pay increases authorized by the MCPL Board of Trustees annually as funding is available. Seniority increments are not given to employees at the cap of the pay grade. Seniority increments are paid according to employee anniversary month [except for those employees hired into their current positions prior to July 1, 1987]. An upward change in classification changes the anniversary month. All appropriate MCPL documentation must be provided to the Human Resources Department prior to an employee being compensated.
- Stipends: Stipends are pay increases that occur as a one-time payment to staff.

Stipends may also be granted by the Library Director for work above and beyond the employee's regular job responsibilities and scheduled work time, such as special projects/assignments -i.e., strategic planning process, drafting policies and/or procedures, etc.

Non-exempt employees may not volunteer, without compensation, additional time to do the same work for which they are employed.

*For temporary reassignment of a bargaining unit employee to duties of another bargaining unit classification with a higher scheduled rate of pay, see also Joint Agreement, Article XV.*

## **Section 3.12: Rounding**

### **3.12 ROUNDING**

NON-EXEMPT employee work time is to be recorded to the quarter hour, using the seven (7) minute rule (i.e. leeway of seven (7) minutes before and seven (7) minutes after scheduled start and stop times). All non-exempt employee work commenced more than seven (7) minutes before the start time work hour will be rounded to the next later quarter hour; all non-exempt employee work continued more than seven (7) minutes after the end of last work hour will be rounded to the next later quarter hour.

## **Section 3.13: Multiple Positions**

### **3.13 MULTIPLE POSITIONS**

Non-exempt employees working in more than one MCPL position shall count the combined hours worked in more than one position in determining overtime obligations under the FLSA. If this situation occurs, the staff member's pay rate for the overtime hours will be that of the position being performed during those hours.

In general, employees may not hold more than one MCPL position because of budgetary impact with benefits provided. Temporary positions may be held with regular positions.

*For temporary reassignment of a bargaining unit employee to duties of another bargaining unit classification with a higher scheduled rate of pay, see also Joint Agreement, Article XV.*

## **Section 3.14: Pay Corrections**

### **3.14 PAY CORRECTIONS**

MCPL takes all reasonable steps to ensure that employees receive the correct amount of pay in each paycheck and that employees are paid promptly on the scheduled payday. In the unlikely event there is an error in the amount of pay, the employee should promptly bring the discrepancy to the attention of the Human Resources Department so corrections can be made as quickly as possible. Failure to notify MCPL of an overpayment may result in disciplinary action, up to and including termination of employment.

Employees should notify the Human Resources Department promptly if a check is lost or becomes damaged so that it is not negotiable.

## **Section 3.15: Pay Deductions/Garnishments**

### **3.15 PAY DEDUCTIONS/GARNISHMENTS**

MCPL is legally required to make certain deductions from each employee's paycheck, including federal, state and local income taxes. MCPL must also deduct social security taxes on each employee's earnings.

MCPL offers programs and benefits authorized by the MCPL Board of Trustees. Eligible employees may voluntarily authorize deductions from their paychecks to cover costs to participate in these programs.

MCPL will comply with federal law or applicable state laws that regulate garnishments.

Questions concerning paycheck deductions and/or methods of calculation should be directed to the Human Resources Department.

*Bargaining unit employees - See also Joint Agreement, Article VI.*

#### **3.15.1 FRINGE BENEFITS**

MCPL will comply with all federal law and applicable state laws that regulate fringe benefits, including but not limited to meal reimbursements, group term life insurance, and other benefits.

## **Section 3.16: Employment Termination**

### **3.16 EMPLOYMENT TERMINATION**

Termination of employment is an inevitable part of personnel activity within any organization, and many of the reasons for termination are routine. Below are examples of some of the most common circumstances under which employment is terminated.

**Resignation:** Voluntary employment termination initiated by the employee. Although advance notice is not required, MCPL requests at least two (2) weeks' notice from the employee. For professional positions, a four (4) week notice is requested.

**Discharge:** Involuntary employment termination initiated by MCPL.

**Retirement:** Voluntary employment termination initiated by the employee meeting state and/or MCPL retirement criteria, such as age and length of service. Employees will receive their final pay in accordance with applicable law.

## **Section 3.17: Resignation and Retirement**

### **3.17 RESIGNATION AND RETIREMENT**

Resignations and retirement shall be submitted in writing to the employee's supervisor and to the Library Director. Professional employees are expected to give a minimum of four week notice; all are expected to give a minimum of two weeks' notice.

Retirement for employees will be consistent with Federal law and provisions under PERF. Employees who retire under PERF may receive benefits for sick days.

The Human Resources Department will request an exit interview with employees who are terminating employment. (Data from these interviews will be anonymous and can provide the library important information on policies and practices that should be revised.) Employees are required to complete a Final Checklist with the Human Resources Department before receiving their final pay checks and other compensation.

## **Section 3.18: Layoffs and Recall**

### **3.18 LAYOFFS AND RECALL**

*Bargaining unit employees: See Joint Agreement, Article XIII, Seniority, and XIV, Layoff and Recall.*

*Managerial/supervisory/confidential employees.*

Under some circumstances, MCPL may need to restructure its operations or reduce its work force.

If this becomes necessary, MCPL will attempt to provide advance notice to employees so as to minimize the impact on those affected. If possible, employees subject to layoff will be informed of the nature of the layoff and the foreseeable duration of the layoff.

In determining which employees will be subject to layoff, MCPL will consider, among other things, operational requirements; the skill, productivity, past performance, and attendance of those involved; and length of service.

All MCPL benefits will terminate at the time of layoff. Insurance coverage, though not provided, will remain available under the provisions of COBRA. Information concerning employee rights under COBRA will be provided to affected employees by the Human Resources Manager.

If an employee on layoff is recalled and does not accept the recall within three workdays, the employee will be terminated, and will be considered to have voluntarily quit. If an employee on layoff is not recalled by MCPL within 90 calendar days, the employee will be terminated and will be considered to have been terminated due to lack of work.

## **Section 3.19: Return of Property**

### **3.19 RETURN OF PROPERTY**

Employees are responsible for all MCPL property, materials or written information issued to them or in their possession or control. All MCPL property must be returned by employees on or before their last day of work. This includes, but is not limited to, library cell phones, access cards, and keys. ~~Facilities~~Building Services and Security staff who are provided uniforms at the Library's expense are required to return those uniforms on or before their last day of work. Written documentation shall be provided to the Human Resources Department. Where permitted by applicable laws, MCPL may withhold from the employee's check or final paycheck the cost of any items that are not returned when required. MCPL may also take any and all action deemed appropriate to recover or protect its property.

## **Section 3.20: Emergency Closing**

### **3.20 EMERGENCY CLOSING**

Periodic emergencies, such as severe weather, power failures, or public health concerns can disrupt MCPL operations, sometimes requiring closing of a work facility. When such emergencies occur, staff is responsible for seeking information from emergency closing notification channels as identified by the library. When a MCPL work facility is officially closed by the Library Director for emergency conditions, before the beginning of the workday, the time off from scheduled work will be paid to regular full-time and regular part-time employees affected by the facility closing. If the employee is on paid leave, they will use the benefit time as requested and not be paid for the emergency closing.

Employees who report to work before a facility is closed due to an emergency shall be paid for time scheduled to be worked on that work day without being penalized by using personal leave or by making up this time within the pay period.

## **Section 3.21: Premium Pay for Critical and Essential Staff – (regular, non-exempt staff)**

### **3.21 Premium Pay for Critical and Essential Staff – (regular, non-exempt staff)**

The library recognizes the extra effort and responsibility of employees who must respond to emergency situations outside of standard operations and therefore should receive additional compensation in the form of premium pay.

Premium pay is a special pay rate provided to hourly employees who are required to work hours on the day of a library scheduled holiday and/or in response to emergency situations. The premium pay rate is 1 ½ times an employee's regular rate. Premium pay converts to the overtime pay category when the 40 hours/week threshold is met by the employee as defined by library policy and the Department of Labor (DOL).

Premium pay must be approved in advance by the employee's supervisor, the department manager, and the Library Director and clearly communicated to the employee. The employee is responsible for documenting premium pay hours. (*See 3.05 Overtime and 3.06 Work Records for related information*).

#### **Definitions**

**Emergency Conditions** – An *Emergency Condition* is defined as an unexpected or serious situation that requires an immediate response. Examples include heavy snowfall/ice, utility outages/damage, flood, fire, security breaches, or similar events. A standard workday response to any of the above does not constitute a requirement for premium pay. Emergency conditions do not include situations such as scheduled overtime or other conditions not described below.

**Critical Function** – A *Critical Function* is an activity, service, or department so vital to the library that the incapacity to provide or delay delivery of services has a debilitating impact on the physical infrastructure, operations, and/or public safety of the library.

**Critical Staff** – *Critical Staff* are employees who are responsible for the delivery of Critical Functions.

**Alternative Critical Staff** – *Alternative Critical Staff* are employees identified by the library director and/or associate director who possess the requisite knowledge, skill, or ability to perform Critical Functions in the absence of formally designated Critical Staff.

In the event a formally designated Critical Staff member is unable to report to work, the *Alternative Critical Staff* shall assume the duties and responsibilities for the delivery of Critical Functions.

**Essential Function** – *Essential Functions* are those functions that are absolutely essential to provide for the consistency of operations and services. *Essential Functions* may also include operations essential to the

library but not critical for the sustainment or protection of infrastructure and/or public safety of the library.

**Essential Staff** – *Essential Staff* are those staff identified by an individual department's and/or the library's emergency plan, whose services is required to provide and/or maintain said essential function.

The above designations, as applicable, will be included in the employee's job description.

**Willful Failure** – *Willful Failure* is the intentional and deliberate neglect of duties and/or responsibilities for which a person has been tasked.

### Process and Procedures

The following list includes departments and groups that perform Critical Functions, including hourly employees identified as Critical Staff; however, this list is not inclusive and could be added to, depending upon emergency situation and conditions.

- CATS
- ~~Facilities~~ Building Services
- Finance
- ~~Information Services~~ Information Technology
- Human Resources

Identified critical or essential hourly employees who are called in, asked to remain, or called back to work for purposes of responding to an emergency, are compensated at the premium rate (1 ½ times their regular hourly rate) for a minimum of two hours. Should the employee exceed the two hour minimum, they will be compensated at premium pay for actual hours worked, until regular or delayed library operating hours commence, as identified by the Library Director or Associate Director.

*While exempt staff may be asked to remain at work or to respond to an emergency situation when the library is closed, they are not eligible for Premium Pay. (See 3.05 Overtime and 3.20 Emergency Closing for further information.)*

An employee may also be instructed not to report to work, or to leave before completing a shift, as determined by the manager and/or supervisor. The employee will be paid for time previously scheduled to be worked on that work day without being penalized by using personal leave or by making up this time within the pay period.

Non-exempt employees designated as Critical Staff, Alternative Critical Staff, and Essential Staff shall be notified of any and all specific job related requirements, expectations, and duties to be performed in an emergency situation. Such designation will be included in the position's job description.

Designated employees must make every reasonable effort to fulfill Critical and/or Essential Functions during applicable emergencies. Immediate notification during an emergency situation must be given to the employee's supervisor should any reason result in the employee's inability to fulfill the designated functions. Willful Failure to fulfill responsibilities of critical/essential functions is subject to disciplinary action, up to and including termination of employment. (See 6.02 Attendance and Punctuality and 6.10 Employment Termination for further information.)



## Non-Exempt Volunteers

The decision to make a request for voluntary assistance from non-critical/essential staff is made in consultation between library director/associate director and the manager/supervisor on a case-by-case basis. Hourly employees, who are specifically invited to volunteer by providing assistance at the time of an emergency, will be provided direct instructions and approval from their department manager/supervisor or designee.

## Adequate Rest

In rare instances, emergency conditions occasionally require employees to work continuously beyond normal work assignments. When these conditions occur, the employee will be expected to obtain "adequate rest", which is defined as six or more hours free from work, before reporting to their next scheduled work hours.

MCPL reserves the right, by ordinance or resolution, to designate specified persons under contract with MCPL, as eligible for certain MCPL sponsored benefits as authorized by the MCPL Board of Trustees.

The cost of MCPL benefits for grant or special fund employees shall be included in the grant or special fund.

Eligibility for benefits depends on a variety of factors many of which are described in benefits plans.

The MCPL Board of Trustees has the discretionary authority to interpret and to construe plan or program provisions and to determine the status of employees, participants, and beneficiaries for the purposes of such plans or programs. MCPL also retains the authority to determine the rights of employees, participants, and beneficiaries to benefits under the plans or programs, the amount thereof, and the method and time or times of payment. MCPL reserves the right to amend or to terminate any or all of the Employee Benefit Plans described in this Personnel Manual at any time and for any reason.

## Section 4: Employee Benefits

*Sections 4.2 and 4.9.3 were approved by the ~~board~~ Board of Trustees on July 19, 2006.*  
*Section 4.09.3 was approved by the ~~board~~ Board of Trustees September 12, 2007; effective January 1, 2008*  
*Section 4.04 and 4.05 were approved by the ~~board~~ Board of Trustees November 11, 2009*  
*Sections 4.11, 4.13, were approved by the ~~board~~ Board of Trustees May 18, 2011.*  
*Section 4.03 Sick Bank was removed as approved by the ~~board~~ Board of Trustees January 16, 2013*  
*Section 4.19 Family and Medical Leave as approved by the ~~board~~ Board of Trustees January 16, 2013*  
*Sections 4.02, 4.04, 4.05, 4.06, 4.09.2 were approved by the ~~board~~ Board of Trustees February 06, 2013*  
*Section 4.20 was approved by the ~~board~~ Board of Trustees September 16, 2015*

### 4. EMPLOYEE BENEFITS

MCPL provides a wide range of benefits to eligible employees. MCPL has designed its benefit plans to assist employees in meeting their need for security, both for themselves and for their families. Some benefit programs, such as social security, worker's compensation, and unemployment insurance are

required by law and are administered according to the applicable statutes. Other benefits are awarded based on the belief that providing employee benefits is a positive force in attracting and retaining the best-qualified personnel.

It is the express intent of MCPL to provide an employee benefit program to satisfy the primary needs of MCPL employees. In a continuing effort, MCPL will attempt to offer employees a benefit package that is attractive to its employees. However, benefits provided that are not required by law must be consistent with available resources.

MCPL reserves the right, by ordinance or resolution, to designate specified persons under contract with MCPL, as eligible for certain MCPL sponsored benefits as authorized by the MCPL Board of Trustees.

The cost of MCPL benefits for grant or special fund employees shall be included in the grant or special fund.

Eligibility for benefits depends on a variety of factors many of which are described in benefits plans.

The MCPL Board of Trustees has the discretionary authority to interpret and to construe plan or program provisions and to determine the status of employees, participants, and beneficiaries for the purposes of such plans or programs. MCPL also retains the authority to determine the rights of employees, participants, and beneficiaries to benefits under the plans or programs, the amount thereof, and the method and time or times of payment. MCPL reserves the right to amend or to terminate any or all of the Employee Benefit Plans described in this Personnel Manual at any time and for any reason.

## Section 4.01: Personal Leave

*Section 4.01 PROPOSED to the Board of Trustees August 17, 2016.*

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MCPL provides a wide range of benefits to eligible employees. MCPL has designed its benefit plans to assist employees in meeting their need for security, both for themselves and for their families. Some benefit programs, such as social security, worker's compensation, and unemployment insurance are required by law and are administered according to the applicable statutes. Other benefits are awarded based on the belief that providing employee benefits is a positive force in attracting and retaining the best-qualified personnel.

It is the express intent of MCPL to provide an employee benefit program to satisfy the primary needs of MCPL employees. In a continuing effort, MCPL will attempt to offer employees a benefit package that is attractive to its employees. However, benefits provided that are not required by law must be consistent with available resources.

~~MCPL reserves the right, by ordinance or resolution, to designate specified persons under contract with MCPL, as eligible for certain MCPL sponsored benefits as authorized by the MCPL Board of Trustees.~~

### Section 4.01 PERSONAL LEAVE (regular staff working 20 or more hours/week)

Personal leave is paid time off which may be used by regular full-time or part-time employees who work at least 20 hours per week for vacations, personal business or use of the employees' choice.

Eligibility for personal leave is accrued at the end of each calendar month and is posted to employees' service records in hourly segments. Time will be prorated for beginning employees and those employees terminating employment from the library.

Personal leave may be taken as accrued or saved up to a cap of one and one half times the employees annual accrued time (18 months). An employee cannot accrue more personal leave in excess of their cap. Any personal leave which would have been accrued above an employee's cap will be lost. Only under extraordinary circumstances may extensions be granted with the approval of the department manager and administration. The amount of accrued time can change as an employee accumulates seniority in the organization and accrues more days per year. Employees changing from full-time status to part-time will not be penalized for personal leave above their new cap.

Personal leave is granted according to the following schedule:

**PERSONAL Leave – HOURLY; Pay Grades 1 - 7**

Months Worked	20 hrs/wk		25 hrs/wk		30 hrs/wk		37.5 hrs/wk		Based On
	Hours Earned Per Month	CAP	Hours Earned Per Month	CAP	Hours Earned Per Month	CAP	Hours Earned Per Month	CAP	
1-47 (3.9 yrs)	4.67	84.00	5.83	105.00	7	126	8.75	157.50	14 days/yr
48-59 (4 yrs)	6.33	114.00	7.92	142.50	9.5	171	11.88	213.75	19 days/yr
60-71 (5 yrs)	6.67	120.00	8.33	150.00	10	180	12.50	225.00	20 days/yr
72-83 (6 yrs)	7.00	126.00	8.75	157.50	10.5	189	13.13	236.25	21 days/yr
84-95 (7 yrs)	7.33	132.00	9.17	165.00	11	198	13.75	247.50	22 days/yr
96-107 (8 yrs)	7.67	138.00	9.58	172.50	11.5	207	14.38	258.75	23 days/yr
> 108 (9yrs +)	8.00	144.00	10.00	180.00	12.0	216	15.00	270.00	24 days/yr

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**PERSONAL Leave – EXEMPT; Pay Grades 8 – 11**

	20 hrs/wk		25 hrs/wk		30 hrs/wk		37.5 hrs/wk		
Months Worked	Hours Earned Per Month	CAP	Hours Earned Per Month	CAP	Hours Earned Per Month	CAP	Hours Earned Per Month	CAP	Based On
After 1	8	144	10	180	12	216	15	270	24 days/yr

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Employees will be paid for unused personal leave upon termination of employment, whether voluntary or involuntary. After the employee has tendered his or her resignation and a termination date has been established, requests to use Personal Leave must be approved by the Library Director.

Employees are responsible to verify that sufficient benefit leave time has been accrued to cover the requested leave. If benefit leave time is taken without sufficient time accrued, that time will be treated as unpaid leave and is subject to disciplinary action.

**Section 4.02: Sick Leave**

**Section 4.02 SICK LEAVE (regular staff working 20 or more hours/week)**

*-See 4.19 Family and Medical Leave; I. Military Leave*

Staff working fewer than 20 hours/week do not receive paid sick leave and are encouraged to schedule medical appointments on non-working hours when possible. If this is not possible, staff will need to work with their supervisor or department manager to make necessary arrangements to cover or reschedule shifts.

Paid sick leave may be used in minimum increments one quarter (1/4) hour for hourly employees. The quarter (1/4) hour leave increment also applies to any employee using sick leave under FMLA leave, as approved by the Human Resources Manager, especially as it pertains to intermittent/reduced schedule FMLA leave. Otherwise, exempt employees use sick days in full-day increments. See 3.05 Overtime policy regarding exempt employees.

Employees must notify the library at the earliest possible moment when they are incapacitated by illness or injury. This means that every day of a short-term illness (less than three (3) work days) must be reported via a phone call to the supervisor or designated staff member of the department. The designated supervisor must also be contacted on each additional day of absence. Failure to report illness is cause for disciplinary action, up to and including termination of employment.

*See 4.19 FMLA Leave for illness/injury extending beyond three (3) work days.*

If there is a pattern observed in the use of sick leave, or the illness or injury is prolonged beyond three (3) work days, a doctor's statement or certificate will be required and may replace the daily phone call. The certification should include the nature of the illness and the earliest date at which the employee can return to work. The library may require certificates from more than one doctor. The library reserves the right to determine if extensive non-FMLA leaves can be accommodated.

#### **Fitness for Duty**

If sick leave is used while on FMLA leave, the Department of Labor certification of health care provider form shall be completed and submitted to the Human Resources Manager.

Before returning to work from a sick leave absence of thirty (30) calendar days or more, an employee shall be required to provide a physician's verification that he or she is fit-for-duty, taking into account the essential duties of the job.

A physician's statement may also be required for shorter periods of absence. Indicated restrictions as related to the employee's job duties will be fully considered in determining the library's ability to accommodate short-term medical restrictions and/or absences.

### **Section 4.03: Section removed**

4.03 Section removed as approved by the ~~board~~Board of Trustees January 16, 2013

### **Section 4.04: Health Insurance (Full-Time)**

*Section 4.04 PROPOSED to the Board of Trustees August 17, 2016*

#### **4.04 INSURANCE (Full-Time)**

MCPL offers group health and dental insurance for full-time employees. Specific coverage, limitations, and amounts are available from the Human Resources Department. Specific terms and coverages will vary over a period of time and employees with specific concerns may contact the Human Resources Department with any questions about current information.

*Enrollment in the Group Health Benefits Plan:* The terms, conditions, individual eligibility and specific coverages are determined by, subject to and controlled by, the insurance companies and the policies, not by MCPL. During the first thirty-one (31) days of employment, eligible full-time employees may apply for coverage under the group health benefit plan. An employee is eligible for coverage on the first day of the calendar month following thirty (30) days of employment. Dependent documentation is required at the time of enrollment.

In the event that an employee is eligible for the group health benefits plan and does not elect to participate, then the employee will be considered a late applicant if the employee subsequently wishes to apply for coverage. There are restrictions as to when and under what circumstances the employee will be able to participate in the group health benefits plan. This is a requirement of the Health Insurance Portability and Accountability Act (HIPAA). Employees or dependents who were eligible for insurance, but waived the coverage, will only be allowed to enroll in the plan during an open enrollment or by meeting one of the following qualifying events: marriage, birth, death of a spouse, divorce, adoption, loss of insurance coverage due to job termination or layoff. As with any change in circumstance, the employee is responsible for notifying the Human Resources Department.

Dependent health and dental care, ~~including Domestic Partner coverage,~~ is available for the employee at the group rate.

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Employees who are eligible for the group health insurance plan can pay for their premiums on a pre-tax basis.

The library participates in the cost of the full-time employee's coverage, and MCPL's contribution toward the cost of the employee's insurance is determined every year by the MCPL Board of Trustees.

The specifics of the employee's health insurance benefit will change as the library works with renewal periods, changes in insurance carriers, changes in the area of health services and the cost of the coverage. Any questions about the changes in coverage or benefits should be directed to the Human Resources Department.

Upon termination of employment, whether voluntary or involuntary, group health benefits will continue until the end of the calendar month in which the termination occurs. Full-time employees become eligible for COBRA continuation of coverage the first day of the month following termination of employment.

## Section 4.05: Insurance (Part-Time)

### 4.05 INSURANCE (Part-Time)

MCPL may offer group insurance options such as dental and vision plans for eligible regular part-time employees who work at least 20 hours per week but less than 37.5 hours per week. Specific terms and coverages will vary over a period of time and employees may contact the Human Resources Department with any questions about current information.

**Enrollment in a Group Benefits Plan:** The terms, conditions, individual eligibility and specific coverages, are determined by, subject to and controlled by the insurance companies and the policies, not by MCPL. During the first thirty (30) days of employment, eligible part-time employees may apply for optional insurance coverage. An employee is eligible for coverage on the first day of the calendar month following thirty (30) days of employment. Dependent documentation is required at the time of enrollment.

In the event that an employee is eligible for a group insurance plan and does not elect to participate, then the employee will be considered a late applicant if the employee subsequently wishes to apply for coverage. There are restrictions as to when and under what circumstances the employee will be able to participate in the group insurance plan. This is a requirement of the Health Insurance Portability and Accountability Act (HIPAA). Employees or dependents who were eligible for insurance, but waived the coverage, will only be allowed to enroll in the plan during an open enrollment or by meeting one of the following qualifying events: marriage, birth, death of a spouse, divorce, adoption, loss of insurance coverage due to job termination or layoff. As with any change in circumstance, the employee is responsible for notifying the Human Resources Department.

Dependent care, including Domestic Partner coverage, is available for the employee at the group rate. Similar enrollment restrictions apply. Dependent coverage does not include life, accidental death and dismemberment, short or long-term disability.

Employees who are eligible for group insurance plan can pay for their premiums on a pre-tax basis. Other voluntary insurance programs are available to an eligible employee. More information can be obtained through the Human Resources Department.

The library participates in the cost of the part-time employee's dental insurance coverage, and MCPL's contribution toward the cost of the employee's dental insurance is determined every year by the MCPL Board of Trustees. The library's contribution is pro-rated, according to the number of hours the employee works:

30 hours/week: 80%

25 hours/week: 66.7%

20 hours/week: 53.3%

The specifics of the employee's insurance benefit will change as the library works with renewal periods, changes in insurance carriers, changes in the area of health services and the cost of the coverage. Any questions about the changes in coverage or benefits should be directed to the Human Resources Manager.

Upon termination of employment, whether voluntary or involuntary, group benefits will continue until the end of the calendar month in which the termination occurs.

## **Section 4.06: Group Insurance**

### **4.06      *Section 4.06 Group Insurance***

As amended by the Library Board of Trustees July 19, 2006, and February 6, 2013.

#### **Employer-Paid**

MCPL provides group insurance coverage for 37.5 hour per week employees which includes term life, accidental death and dismemberment, and long term disability.

Coverage benefits are determined by the terms of the library's contract with the insurance provider. The benefits, eligibility terms, and conditions of the insurance will change from time to time as the library works with contract renewals, changes in insurance carriers, changes in the area of services and the cost of the coverage.

The provision of specific coverage benefits are determined by, subject to, and controlled by, the insurance companies and the policies, not by MCPL.

Any questions about the changes in coverage, eligibility, or benefits should be directed to the Human Resources Department.

### **Voluntary**

#### Shared Cost

Regular employees working 25 hours or more per week are eligible for voluntary short-term disability (STD) insurance. The library may participate in the cost of the employee's coverage. MCPL's contribution, if any, toward the cost of the employee's insurance is determined every year by the MCPL Board of Trustees.

#### Employee-Paid

Employees working 37.5 hours per week and part-time employees may be eligible for certain other types of employee-paid insurance coverage.

Voluntary insurance programs for 37.5 hours per week employees may include options to purchase additional term life and accidental death and dismemberment coverage.

Both 37.5 hours per week and part time employees may be eligible for voluntary coverage such as vision, dependent life, and other insurance offerings.

Eligibility requirements will vary for 37.5 hours per week and part-time staff. Details are available through the Human Resources Department.

## **Section 4.07: Tax Deferred Annuity Retirement Plan**

### **4.07 TAX DEFERRED ANNUITY RETIREMENT PLAN**

Employees are eligible to participate in a tax deferred annuity retirement program. **See the Human Resources Department for more information.**



## **Section 4.08: Public Employees' Retirement Fund (PERF) and Other Retirement Benefits**

### **4.08 PUBLIC EMPLOYEES RETIREMENT FUND (PERF) AND OTHER RETIREMENT BENEFITS**

#### **Public Employees' Retirement Fund:**

Monroe County Public Library is a member of the Public Employees' Retirement Fund of Indiana (PERF) and is subject to any changes made by PERF. PERF is a retirement fund set up for the purpose of providing retirement, disability and survivor benefits for its members. Staff working 37 ½ hrs. per week are required to enroll into the PERF program. Staff working fewer than 37 ½ hrs. per week are not eligible to enroll in PERF. Grandfathered MCPL employees working at least 30 hrs. per week and enrolled in PERF as of 1/1/2005 and who maintained a 30 hour work week status as of 12/31/2004, shall be eligible to continue in the program pursuant to the requirements found in Employment Categories, Section 2.9. Further explanation regarding the PERF program is available by contacting the Human Resources Manager or visiting PERF's website at <http://www.in.gov/perf/>. [11]

## **Section 4.09: Retirement Benefits-Insurance-Sick Leave Credit**

### **4.09 RETIREMENT BENEFITS-INSURANCE-SICK LEAVE CREDIT**

#### **4.09.1 Retirement Definition:**

To receive the additional library retirement benefits of sick leave credit and insurance continuation explained below, the library's definition of a retirement is when a full-time staff member who is vested and who is eligible to retire under PERF regulations submits an application for retirement benefits with PERF and has completed a minimum of ten (10 years) of full-time service with the Monroe County Public Library.

### **Section 4.09.2: Credit for Unused Accrued Sick Leave**

#### **4.09.2 Credit for Unused Accrued Sick Leave:**

The MCPL Board of Trustees agrees to compensate employees who retire from MCPL under PERF for one (1) unused accrued sick day for every full year credited to PERF. *See 4.09.1 Retirement Definition.*

### **Section 4.09.3: Continuation of Health Insurance Coverage**

#### **4.09.3 Continuation of Health Insurance Coverage:**

*As amended by the MCPL Board of Trustees September 12, 2007; effective January 1, 2008*

Indiana law states that public employers providing group insurance to its employees must provide continuation of health insurance coverage for retirees who have reached fifty-five (55) years of age on or before the employees retirement date but who will: 1) not be eligible for Medicare coverage as prescribed by 42 U.S.C. 1395 et seq.; 2) have completed twenty (20) years of creditable employment with a public employer on or before the employee's retirement date, ten (10) years of which must have been completed immediately preceding the retirement date; and 3) have completed at least fifteen (15) years of participation in the retirement plan of which the employee is a member on or before the employee's retirement date. Retiree is responsible for 100% of premium payment. Specific provisions of this state law can be found under Indiana Code 5-10-8-2.6.

The MCPL Board of Trustees agrees to provide the library's monthly contribution for health insurance coverage, the same amount as that of active employee or \$416.67, whichever is less, for full-time

employees retiring after age sixty (60) who elect continuation of health benefits coverage and agree to pay the balance of the premium.

Such retiree coverage and the MCPL Board of Trustees' contribution, ceases at age sixty-five (65), unless the retiree elects to discontinue such coverage earlier or retiree fails to pay employee's share of premium.

In order to be eligible for the library's contribution for continued health insurance coverage, the retiree must have completed ten (10) years of service with the Monroe County Public Library, must have been enrolled in the library's insurance plan for ten (10) years prior to the time of retirement, and must be eligible to retire under PERF regulations.

All retirees that elect the continuation health insurance coverage must pay their share of the premium and dependent coverage if applicable. Each retiree's share of the premium payment will be paid one (1) month in advance and deposited in an individual "Retired Employee's Insurance Fund". A negative balance in a Retired Employee's Insurance Fund will cause an automatic cancellation of that retiree's continuation of health insurance benefits. The Human Resources Manager will notify retirees' thirty (30) days in advance of any increase in the employee's share of the insurance premium.

## **Section 4.10: Holidays (Regular Staff Working 20+ hours/week)**

### **4.10 HOLIDAYS (regular staff working 20+ hours/week)**

Staff members are granted 9 paid holidays. A benefit day is 4 hours for 20 hours per week employees, 5 hours for 25 hours per week employees, 6 hours for 30 hours per week employees, and 7.5 hours for 37.5 hours per week employees.

The library will be closed on the following holidays:

- New Year's Day
- Easter
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- The day after Thanksgiving Day
- Christmas Eve
- Christmas Day

Staff scheduled to work on a day that is a paid holiday will take that day as a holiday. Staff not scheduled to work on a paid holiday will receive a floating holiday. A floating holiday is time off during the week preceding or 30 calendar days after the holiday. If a floating holiday cannot be taken within 30 calendar days, an extension may be granted by the department manager up to a maximum of 90 calendar days. If a floating holiday is not taken within 30 calendar days and an extension is not granted, the holiday will be

lost. If an extension is granted and the holiday is not taken within 90 calendar days, the holiday will be lost.

In order to receive pay for holidays, employees must be in active pay status at least the day before and the day following the holiday.

## **Section 4.11: Leave Without Pay (Staff Working 20+ hours/week)**

### **4.11 LEAVE WITHOUT PAY (staff working 20+ hours/week)**

Employees may request leave without pay for the purposes of education, travel, serious family need, or illness or injury for employees who do not qualify for Family Medical Leave (FMLA). All appropriate benefit time must be taken before requesting leave without pay.

A request for a leave without pay may be approved or denied based on the business need of MCPL.

The Library Director may elect to place an employee on leave without pay.

All planned leave requests must be submitted in writing to department manager at least six (6) weeks prior to beginning of requested leave. The limit for a leave without pay is one (1) year. Leave without pay must be approved by the Library Director.

Benefits will not accrue during leave without pay period. An employee's increment date will be adjusted according to the length of leave.

Upon the approval of the Library Director or designee, and at the request of AFSCME, one

employee per department who is elected or appointed to an officer or steward position with

AFSCME may be granted leave without pay, which approval shall not be unreasonably withheld.

## **Section 4.12: Leave Without Pay (Staff Working Fewer than 20 hours/week)**

### **4.12 LEAVE WITHOUT PAY (staff working fewer than 20 hours/week)**

Employees working fewer than 20 hours per week are not eligible for paid time off. Instead, these employees may request leave without pay for personal time or sick leave. Request for leaves of fewer than four (4) work weeks should be submitted to the employee's department manager or other designated staff member for approval. All leave requests must be submitted in writing in advance.

A request for a leave without pay may be approved or denied based on the business need of MCPL. An employee's increment date will be adjusted according to the length of leave.

The Library Director may elect to place an employee on leave without pay.

Employees working fewer than 20 hours per week may also request leave without pay for four (4) work weeks to one (1) year. Such extended leave could be granted for the purposes of education, illness, travel or serious family need. Extended leave without pay may include student employees away from town for summer break. Requests for leave are submitted to the employee's supervisor/department manager for approval. All planned leaves must be submitted in writing in advance. The employee may be asked to include in writing a declaration of resignation by default if the employee fails to return to employment by the agreed date.

The employee's supervisor/department manager is required to notify administration and the Human Resources Manager of approved leave exceeding four (4) work weeks.

## **Section 4.13: Bereavement Leave (Staff Working 20+ hours/week)**

### **4.13 BEREAVEMENT LEAVE (staff working 20+ hours/week)**

***Managerial/supervisory/confidential employees.*** Up to five (5) work days leave of absence with pay is allowed in case of death within an employee's immediate family, not to exceed the number of hours the employee would ordinarily have worked during that pay period. Immediate family is defined as

1. Spouse
2. Domestic partner
3. Child (step)
4. Parent (step)
5. Current or former legal guardian
6. Sibling (step)
7. Grandparents (great)
8. Grandchild
9. Aunt/Uncle (great)
10. Niece/Nephew
11. any person living in the immediate household, or
12. any of the above as they pertain to the employee's spouse or domestic partner.

Up to two (2) work days leave of absence with pay is allowed for any other close relatives, not to exceed the number of hours the employee would ordinarily have worked during that pay period. Exceptions to bereavement days allowed, up to a maximum of five (5) work days, may be made with the approval of the Manager in consultation with Associate Director or Library Director and will be based on the employee's relationship to the deceased, travel time involved and how much responsibility the employee may have in planning/organizing the funeral or memorial service.

If additional time is needed, sick leave of up to a maximum of 5 work days, personal leave or leave without pay may be requested in addition to the above bereavement leave with the approval of the Library Director or Associate Director.

Short leaves of a day or less with pay may be allowed for attending funerals or memorial services of non-family members. Notification should be made to the employee's department manager/supervisor as soon as possible.

*Bargaining unit employees.* Employees will be compensated for a period up to three (3) days of bereavement leave in case of death within an employee's immediate family, not to exceed the number of hours the employee would ordinarily have worked during that pay period.

If additional time is needed, sick leave of up to a maximum of 3 work days, personal leave or leave without pay may be requested in addition to the above bereavement leave with the approval of the Manager in consultation with Associate Director, or the Library Director. The decision will be based on the employee's relationship to the deceased, travel time involved and how much responsibility the employee may have in planning/organizing the funeral or memorial service.

Immediate family is defined as:

1. Spouse
2. Domestic partner
3. Child (step)
4. Parent (step)
5. Current or former legal guardian
6. Sibling (step)
7. Grandparent (great)
8. Grandchild
9. Aunt/Uncle (great)
10. Niece/Nephew
11. Any person living in the immediate household
12. Any of the above as they pertain to the employee's spouse or domestic partner

Employees must notify their manager of the need to take bereavement leave in a timely fashion.

## **Section 4.14: Training and Continuing Education**

### **4.14 TRAINING AND CONTINUING EDUCATION**

MCPL encourages employees to take advantage of formal and informal opportunities for continuing their education or training in their work-related field. Because continuing education benefits both the employee and the employer, MCPL views participation in continuing education activities to be the shared responsibility of the employee and the employer (MCPL).

As scheduling and funding permit, MCPL supports employees who choose to attend conferences and workshops, visit other libraries, or participate in other job-training or professional development pursuits. If funding is not available to pay staff for actual expenses, staff may request to use work time to attend training events at the staff's expense. As scheduling and funding permit, MCPL will provide in-house continuing education on matters that will directly affect the work of many staff members (e.g., new automation software).

While MCPL supports employees in their continuing education and professional development activities, employees who complete a degree program, or receive special certification or training, will not automatically be eligible for a change in job classification or pay scale.

## **Section 4.15: Military Leave**

### **4.15 MILITARY LEAVE**

#### **4.15.1 Annual Training**

MCPL provides compensation for two weeks during annual reserve and National Guard military training for regular full-time employees. Regular part-time and temporary employees do not qualify for military leave compensation.

Employees with appropriate military orders will be granted paid leave for annual training for Reserve or National Guard for a period of up to fifteen (15) days per year; and are entitled to civilian (MCPL) and military pay up to fifteen (15) days per year.

Time spent on military leave will not be counted as vacation time used, and seniority will continue to accrue in the same manner as for employees not on military leave.

Subject to the terms, conditions and limitations of the applicable plans for which the employee is otherwise eligible, the employer will continue to provide health insurance benefits for the full term of the annual training period.

Employees on two-week active duty training assignments or inactive duty training drills are required to return to work for the first regularly scheduled shift after the end of training, allowing reasonable travel time and an eight (8) hour rest period.

#### **4.15.2 Active Duty/Enlistment**

The Uniformed Services Employment and Re-employment Rights Act (USERRA) of 1994 grants special considerations and rights to employees that are either called to active military status or enlist in the armed forces. Active duty military leave will be unpaid.

USERRA requires employers to grant such employees reinstatement of the position held at the time of departure for military service, or in some cases to a position of equivalent or equal stature and pay provided the employee is discharged from service honorably. The cumulative length of service that causes an absence from a position may not exceed five (5) years, except where provided by law.

USERRA also requires that returning eligible employees be granted seniority and benefits at the same level as if the employee had not left employment for service. Benefit time will continue to accrue while an employee is on military leave. Additionally, service members are able (but are not required) to use accrued vacation or annual leave while performing military duty.

If an employee's health plan coverage would terminate because of an absence due to uniformed service, the person may elect at his/her own cost to continue the health plan coverage for up to 18 months after the absence begins, or the period of service, whichever is shorter.



Upon returning from military leave of absence an employee will be reinstated to a MCPL position provided the employee is discharged from military status under honorable conditions, and makes a request for reinstatement within thirty (30) days after release from active duty, or one year after release from hospitalization due to military accident. The employee must also be qualified to perform the essential functions of the position for which he/she is being reinstated, and shall be required to undergo a medical examination by medical provider(s) paid for by MCPL.

Employees on such leave must notify MCPL of the intent to return to employment in accordance with all applicable state and federal laws.

## Section 4.16: Jury Duty

### 4.16 JURY DUTY

MCPL encourages employees to fulfill their civic responsibilities by serving jury duty when required. MCPL will compensate an employee for scheduled hours not worked but spent on jury duty so that employees are not penalized financially for serving the community. Staff members are encouraged to give as much time to regular work duties as jury service will permit. Jury duty is considered separate from other earned benefit time and does not affect how other benefit time is earned or used.

Regular employees shall receive regular pay for jury duty. The employee will be paid for his or her normally scheduled hours for each work day ~~spent~~ spent on jury duty. If the employee desires to receive the pay earned from the court for jury duty instead of his or her regular work pay, he or she can choose to take Leave Without Pay, to use Personal Leave if available or, when possible, to reschedule his or her work time.

If staff member chooses leave with pay, money received from court will be deducted from paychecks. Employees will submit a copy of the check received from the court to the Human Resources Manager. If the staff member wishes to use personal leave, or with the approval of their supervisor/department manager, to reschedule work time, employee retains reimbursement from court.

Employees must provide a copy of the jury duty summons to their supervisor as soon as possible so that the supervisor may make arrangements to accommodate the employee's absence. Of course, the employee is expected to report for work whenever the court schedule permits.

Ordinarily, MCPL will not request exemption from jury duty for its staff members. However, either MCPL or the employee may request an excuse from jury duty if, in the employer's judgment, the employee's absence would create serious operational difficulties.

MCPL will continue to provide health insurance benefits for the full term of the jury duty absence. Employees will continue to accrue benefits during jury duty leave. Holiday pay will not be paid in addition to jury duty leave pay.

## Section 4.17: Worker's Compensation

### 4.17 WORKER'S COMPENSATION

MCPL provides a comprehensive worker's compensation insurance program at no cost to employees for the benefit of all employees. Under this plan, employees may receive compensation for lost time and for physician or hospital costs related to injuries that occur on the job. This program covers any injury or illness sustained in the course of employment that requires medical, surgical, or hospital treatment. Subject to applicable legal requirements, worker's compensation insurance provides benefits after a short waiting period. While on worker's compensation disability, employee benefits shall accrue. Employee income received while on leave under this policy shall not exceed wages the employee would have normally received pre-major illness in-line-of-duty leave.

Any employee who sustains a work-related injury or illness should inform his/her department manager immediately and the Human Resources Manager within 24 hours. No matter how minor an on-the-job injury may appear, it is important that it be reported immediately. This will enable an eligible employee to qualify for coverage as quickly as possible.

If the employee has a life threatening condition, he/she should proceed directly to the nearest hospital or medical facility.

**Employees should contact the Human Resources Department to obtain information and forms regarding filing worker's compensation claims.** Medical certifications are required. Once completed, all such forms are to be filed directly with the Human Resources Department, NOT with the insurance carrier.

As specified by Indiana worker's compensation statutes, when a compensable injury renders an employee unable to work, compensation for lost wages is paid starting on the eighth (8th) day. However, on the twenty-second (22nd) day of disability the employee will receive compensation for the first seven (7) days.

The first weekly installment of compensation is due fourteen (14) days after the disability begins. Not later than fifteen (15) days from the date that the first installment is due, the employer/carrier must tender to the employee an Agreement of Compensation, along with compensation due.

If however, the employer/carrier denies liability, a written notice of denial must be mailed within twenty-nine (29) days after the employer's knowledge of the alleged injury. The employer may obtain an additional thirty (30) day period if it establishes that the delay is due to an inability to obtain the medical information necessary to make a determination as to liability.

Certain injuries are excluded from worker's compensation coverage (e.g. employee intoxication, self-inflicted injuries, failure to use safety appliances, committing a violation of work rules, failing to obey a reasonable written or printed safety rule, knowing failure to perform a statutory duty). Neither MCPL or the insurance carrier will be liable for the payment of worker's compensation benefits or major

illness/injury in-line-of-duty leave pay for off-duty injuries or illnesses that occur during an employee's voluntary participation in any off-duty recreational, social or athletic activity sponsored or not-sponsored by MCPL.

While an employee is on worker's compensation leave, he/she shall not be engaged in outside employment.

Holiday pay will not be paid in addition to major illness/injury in-line-of-duty leave pay.

During worker's compensation leave employees may be required to submit periodic medical certifications on their serious health condition. Before returning to work, the employee shall provide medical certification from a health care provider verifying that he/she may safely return to work.

Worker's compensation leave is designated as Family and Medical Leave Act (FMLA) leave beginning with the first day of leave. All such leave time used counts against the employee's twelve (12) week FMLA entitlement.

## **Section 4.18: Benefits Continuation (COBRA)**

### **4.18 BENEFITS CONTINUATION (COBRA)**

The Federal Consolidated Omnibus Budget Reconciliation Act (COBRA) gives employees and their qualified beneficiaries the opportunity to continue health insurance coverage under the employer's health plan when a "qualifying event" would normally result in the loss of eligibility. Some common qualifying events are resignation, termination of employment, or death of an employee; a reduction in an employee's hours or a leave of absence; an employee's divorce or legal separation; and a dependent child no longer meeting eligibility requirements.

Under COBRA, the employee or beneficiary pays the full cost of coverage at the employer's group rates plus an administration fee.

MCPL or agents acting ~~in~~on behalf of MCPL provides each eligible employee with a written notice describing rights granted under COBRA when the employee becomes eligible for coverage under the employer's health insurance plan. The notice contains important information about the employee's rights and obligations.

## **Section 4.19: Family and Medical Leave**

### **4.19 FAMILY AND MEDICAL LEAVE**

As approved by the MCPL Board of Trustees January 19, 2013

It is the policy of the Library to comply with the Family and Medical Leave Act of 1993 ("FMLA"). The Library posts the mandatory FMLA Notice and, upon hire, provides all new employees with notices required by the U.S. Department of Labor ("DOL") on Employee Rights and Responsibilities under the FMLA.

The Family Medical Leave Act of 1993, as amended, is a lengthy, complex law with over a hundred pages of federal regulations written to explain and aid in the application of the act. The FMLA can often overlap with other federal laws and regulations and Library policies. The function of this policy is to provide Library employees with a general description of their FMLA rights. This information is only a general summary of the steps to follow when considering a request or need for family or medical leave. For questions about the applicability of the following provisions and/or assistance with the required forms, please contact the Human Resources office.

The intent of the FMLA and of this policy is to allow an eligible employee to take job-protected, leave because of a serious health condition that results in the employee being unable to perform the functions of the employee's position, to attend to serious illnesses affecting an employee's immediate family members, to have time to participate in child rearing, and to attend to a qualifying exigency related to military service of certain family members, as described under the Military Leave section of this policy.

Under this policy, the Library will grant up to a total of 12 weeks of leave during a 12-month period to eligible employees. For purposes of calculating employee entitlement for subsequent FMLA leaves, the "12-month period" is measured forward from the date when the employee's previous FMLA leave began. For example, under this method an employee would be entitled to twelve (12) weeks of leave during the year beginning on the first date FMLA is taken (e.g., June 5, 2013); the next 12-month period would begin the first time leave is taken after completion of that 12-month period ending (e.g., June 5, 2014).

If the leave is to take care of a covered servicemember (as discussed in the Military Leave section), then the Library will grant up to a total of 26 weeks of leave during the 12-month period measured forward from the date the employee first uses FMLA leave to care for the covered servicemember. The leave may be paid, unpaid or a combination of paid and unpaid leave, depending on the circumstances of the leave and as specified in this policy.

The Library will not discriminate or retaliate against employees as a result of, or interfere with, the approved use of FMLA leave or a proper request for such leave. Request for FMLA leave will be considered without regard to race, color, citizenship status, national origin, ancestry, gender, sexual orientation, gender identity, age, religion, physical or mental disability, veteran status, or any other classification protected by local, state, or federal law. Employees should report any conduct they believe violates this policy to Human Resources or any member of management.

## **A. ELIGIBILITY**

To qualify to take family or medical leave, an employee must meet all of the following conditions:

1. The employee must have been employed by the Library for at least 12 months (52 weeks).
  1. Any portion of a week that the employee is on the payroll counts as a full week for FMLA eligibility.
  2. Separate periods of employment will be counted toward the 12 months of employment requirement. The cumulative employment time need not have been consecutive,

- provided that the break in service does not exceed seven years, except as provided by the Uniformed Services Employment and Reemployment Act of 1994 (USERRA).
2. For the 12 months immediately preceding the first day of the FMLA leave, the employee must have worked at least 1,250 hours.
    1. These hours must be actual hours worked, not hours for which the employee is compensated. Hours using any type of paid time off benefits or holiday time do not count toward this requirement. The principles established under the Fair Labor Standards Act ("FLSA") determine the number of hours worked by an employee.
  3. The employee must work at a site where at least 50 employees are employed or within 75 miles of the site.

## B. TYPES OF LEAVE COVERED

To qualify as FMLA leave under this policy, the employee must be taking leave for one of the reasons listed below:

1. for the birth of a son or daughter, and to care for the newborn child;
2. for the placement with the employee of a child for adoption or foster care, and to care for the newly placed child;
3. to care for an immediate family member (spouse, child, or parent — but not a parent "in-law") with a serious health condition;
4. when the employee is unable to work because of his or her own serious health condition, including injuries covered as part of a Worker's Compensation leave, if such injury meets the definition of "serious health condition" described below;
5. to care for an immediate family member (spouse, child, parent, or nearest blood relative) in the military, who has suffered a serious injury or illness. See Military Leave, below, Section I;
6. a qualifying exigency which occurs while the employee's spouse, child, or parent is on covered military active duty or has been notified of an impending call or order to covered active duty in the Armed Forces. See Military Leave, below, Section I.

### Time and Other Limits on Use of Leave

Leave to care for a newborn child or for a newly placed child must conclude within 12 months after the birth or placement.

A husband and wife that are both employed by the Library are limited in the combined amount of FMLA leave they may take for the birth and care of a newborn child, placement of a child for adoption or foster care, or to care for a parent who has a serious health condition. They may only take up to a **combined total of 12 work weeks** of FMLA leave for these events. If the leave is to care for a covered servicemember (as defined below) with a serious injury or illness, then the husband and wife may take a combined total of 26 workweeks of FMLA leave.

### Definition of Serious Health Condition

"Serious health condition" means an illness, injury, impairment, or physical or mental condition that involves:

1. An illness or injury that involves an overnight stay in a health care facility and any subsequent treatment in connection with such stay; or
2. Continuing treatment by a health care provider involving any one or more of the following:
  1. a period of incapacity of more than three (3) full, consecutive calendar days that also involves:
    1. in-person treatment by a health care provider two or more times within thirty (30) days of the first day of incapacity; or
    2. in-person treatment by a health care provider, on at least one occasion within the first seven (7) days of incapacity, which results in a regimen of continuing treatment; or
  2. pregnancy and prenatal care; or
  3. a chronic condition which requires visits at least twice a year for treatment by a health care provider over an extended period of time, and may cause episodic rather than a continuing period of incapacity; or
  4. permanent or long-term conditions; or
  5. conditions requiring multiple treatments by a health care provider, including recovery time, either for restorative surgery after an accident or other injury, or for a condition that will likely result in a period of incapacity of more than 3 consecutive calendar days in the absence of medical intervention or treatment.

"Incapacity" means an inability to work, attend school, or perform other regular daily activities due to the serious health condition, treatment for that condition, or recovery from that condition.

Employees with questions about what illnesses are covered under this FMLA policy or under the Library's Sick Leave policy are encouraged to consult with the Human Resource Manager.

### **C. REQUESTING FMLA LEAVE COVERAGE**

All requests for FMLA leave must be submitted in writing, using the Library's FMLA request form, to the Human Resources representative to make a determination, unless doing so would be impossible due to an emergency. The form is available from the Human Resources office.

An FMLA leave may be initiated by the employee or the manager of the employee's department. An employee may request a leave, or he/she may provide a supervisor with sufficient information to make the supervisor aware of an absence that may be eligible for FMLA protection. In consultation with the Human Resources representative, the supervisor may seek additional information from the employee to determine whether FMLA applies. If a supervisor is aware that the reason for an absence from work qualifies under FMLA, the absence must be designated as FMLA leave, even if the employee does not request it.

When the need for an FMLA leave is foreseeable, the employee is required to give the Library at least thirty (30) days written notice or, if this is not possible, as much notice as is practical. Usually, it will be practical to notify the Library on the same day or the next business day after the employee becomes aware of a need for leave. If an employee fails to give 30 days' notice for leave which was foreseeable, the Library reserves the right to deny the leave request until 30 days after the employee gives the required notice.

If the need for FMLA leave (including leave for a qualifying exigency, as defined below) is not foreseeable, the employee must comply with the Library's absence-reporting procedures; unless unusual circumstances exist that prevent the employee from using those procedures. An employee who fails to

comply with the Library's absence-reporting procedures may be subject to appropriate disciplinary action, up to and including termination.

If an employee requests leave for a planned medical procedure or treatment, the employee must make a reasonable effort to schedule the procedure or treatment to avoid disrupting the Library's operations.

If an employee seeks leave for a FMLA-qualifying reason for which the Library has previously provided FMLA leave, the employee must specifically reference the qualifying reason for leave or the need for FMLA leave when reporting the absence.

Leave determined to be covered under FMLA shall be supported by the employee's health care provider providing a signed FMLA certification form. Employees should contact the Human Resources office to secure such forms and receive assistance with procedures. A determination for granting or denying an FMLA leave may be delayed until medical statements/certifications are provided by the employee.

Within five business days after the employee has submitted the appropriate certification form, the Human Resources office will complete and provide the employee with a written response to the employee's request for FMLA leave.

#### **D. CERTIFICATION/MEDICAL STATEMENT FOR AN EMPLOYEE'S OR FAMILY MEMBERS SERIOUS HEALTH CONDITION**

Employees granted family or medical leave for reasons other than parental leave after the birth, adoption or foster placement of a child are required to obtain a medical certification from a health care provider describing the circumstances requiring the employee's absence. The Library requires medical certification to support a claim for leave for an employee's serious illness or injury, or the serious illness or injury of a child, spouse, or employee's parent. The medical certification must be COMPLETE and include the anticipated begin and end date for the leave. In the event that a physician does not complete all applicable portions of the certification, the certification will not be accepted by the Library until it is complete.

#### **E. USE OF PAID LEAVE AND UNPAID LEAVE**

Employees that have been approved for the FMLA job protection benefit shall use any accrued sick and/or personal paid leave time, or any other type of income protection leave such as Short Term Disability or Worker's Compensation, while on approved leave. All paid leave shall run concurrently with FMLA leave, and the time on paid leave will be counted against the employee's FMLA entitlement. Additionally, if the employee's absence is for the employee's own serious health condition and it qualifies for Short Term Disability Leave or as a Worker's Compensation absence, those leaves will run concurrently with the FMLA leave. While on paid leave, the Library will require the employee to comply with the requirements for taking such leaves under the Library's policies. Please refer to the Library's paid leave policies for those requirements.

Beginning on the first day of the leave, staff must use their time-off accruals as part of the 12-week FMLA leave. Time off accruals that must be used during FMLA leave include holidays, sick, and personal ~~and vacation~~ leave. This also applies to FMLA leave that is taken either intermittently or through a reduced work schedule.

#### **F. EMPLOYEE AND BENEFITS STATUS DURING LEAVE**

During FMLA, the employee will retain his or her employment status and the benefits he or she has accrued. Benefits such as paid leave or holidays will continue to accrue during FMLA leave, and existing medical, dental, and vision coverage will remain in effect during FMLA leave, as long as the employee makes any required contributions, if applicable, during this period according to the procedures set forth below. If those procedures are followed, the employee will receive health plan coverage at the same level and under the same conditions as if the employee had continued to work. The employee must have been enrolled in the benefit plan prior to taking FMLA leave for the health plan coverage to continue.

If health coverage or other benefits have lapsed during an employee's FMLA leave, the employee will be reinstated to benefit coverage on the same terms as existed prior to the taking of FMLA leave, without any qualifying period, physical examination, or pre-existing condition limitation. If the Library makes any changes to employee contributions for health coverage or other benefits, those changes will likewise apply to employees on FMLA leave.

While on paid leave running concurrently with FMLA leave, payroll deductions will continue to collect the employee's share of the premium costs for benefits in which the employee is actively enrolled while on leave. While on unpaid FMLA leave, the employee must continue to make payment for the employee's share of the premium costs, either in person or by mail. The payment must be received in the Library's Finance office by the 22nd day of each month. If the payment is more than 30 days late, the employee's coverage may be dropped for the duration of the leave. The Library will provide fifteen (15) days' notification prior to the employee's loss of coverage.

If the employee chooses not to return to work for reasons other than a continued serious health condition, a serious injury or illness of a covered servicemember, or another circumstance beyond the employee's control, the Library will require the employee to reimburse the Library for the share the Library paid for the employee's benefit(s) premium during the leave period, as permitted by law. If the employee asserts that the serious health condition or serious illness/injury of a covered servicemember caused the failure to return, the Library can require medical certification, which the employee must provide within 30 days of the Library's request. An employee will not be considered to have "returned to work" under this policy unless the employee works for at least 30 calendar days following the employee's latest return from FMLA leave.

#### **G. INTERMITTENT LEAVE OR A REDUCED WORK SCHEDULE**

Employees may take FMLA leave in twelve (12) consecutive weeks; they may use the leave intermittently (take a day periodically when needed over the year); or, under certain circumstances, they may use the leave to reduce the workweek or workday, resulting in a reduced hour schedule. In all cases, the total amount leave may not exceed a total of twelve (12) work weeks (or twenty-six (26) work weeks to care for an injured or ill servicemember) over the 12-month period. The 12-month period is measured forward 12 months from the date when the employee's previous FMLA leave began.

For the birth, adoption, or foster care of a child, the Library and the employee must mutually agree to the schedule before the employee may take the leave intermittently or work a reduced hour schedule. The Library will consider each request for intermittent or reduced hour schedule leave for these purposes on a case-by-case basis, taking into consideration the employee's position and the Library's current business needs. In such cases, if the mother has a serious health condition in connection with the child's birth or the child has a serious health condition, the employee can certify the intermittent or reduced work schedule leave as medically necessary by obtaining certification from a health care provider. In these cases, the leave must conclude within one year of the birth or placement of the child.



If the employee is taking leave for a serious health condition, because of the serious health condition of a family member, or to care for a covered servicemember, the employee should try to reach agreement with the Library before taking intermittent leave or working a reduced hour schedule. If this is not possible, then the employee must prove that the use of the leave is medically necessary by submitting medical certification issued by a health care provider. As provided above, the Library reserves the right to obtain a second or third opinion of the medical necessity for intermittent or reduced hour schedule leave for a serious health condition (either the employee's own or that of a family member). In instances when leave for the employee or employee's family member is foreseeable and for planned medical treatment, including recovery from a serious health condition or to care for a child after birth, or placement for adoption or foster care, the Library may temporarily transfer an employee to an available alternative position with equivalent pay and benefits if the alternative position would better accommodate the intermittent or reduced schedule.

#### **H. EMPLOYEE STATUS AFTER LEAVE**

Employees returning from FMLA leave must be able to assume all of the essential functions of their jobs, subject to compliance with all state and federal laws. An employee who takes FMLA leave for his/her own serious health condition may be asked to provide, at the employee's cost, a fitness for duty (FFD) clearance from the health care provider before returning to work. If so, this requirement is included in the Library's response to the FMLA request along with the employee's job description identifying the essential functions of the employee's position. The Library will not request fitness-for-duty certifications for intermittent or reduced schedule FMLA leaves unless reasonable safety concerns exist regarding the employee's ability to perform his/her duties. In such a case, the Library may request a fitness-for-duty certification once every thirty (30) days in connection with intermittent or reduced schedule leave.

Generally, an employee who takes FMLA leave will be able to return to the same position the employee held when he/she went on leave, or to a position with equivalent status, pay, benefits, working conditions, and other employment terms. Employees on an FMLA leave are still subject to a reduction in force or reassignment that would have occurred otherwise had the employee been working. If an employee fails to report for work following the conclusion of FMLA leave, the Library may consider the employee to have voluntarily resigned his/her position.

Very infrequently, the reinstatement of a "key employee" that would result in substantial and grievous economic injury to the Library may not be possible. The Library reserves the right, in accordance with the FMLA, to deny restoration of employment to a "key employee" after requesting FMLA leave. If any possibility exists that the Library may deny reinstatement after leave, the Library will inform the key employee when he/she requests FMLA leave. All efforts will be made to notify the key employee in a timely manner once a determination, based on business need, is made regarding reinstatement.

#### **I. MILITARY LEAVE**

##### **Exigency Leave**

An employee whose spouse, legal child or parent is a "covered military member" (as defined below) and has either been notified of an impending call or order to covered active military duty, or who is already on covered active duty, may take up to twelve (12) weeks of FMLA leave for reasons related to or affected by the family member's call-up or service. The qualifying exigency must be one of the following:

1. Short-Notice Deployment – When a covered military member receives less than seven (7) days' notice of deployment to active duty, an eligible employee may take FMLA leave within the seven (7) days after notice is given to address any issue arising from such notice;
2. Military Events and Activities – An eligible employee may take FMLA leave to attend any official ceremony, program, or event sponsored by the covered military member's military entity, or to attend family support or assistance programs and informational briefings sponsored or promoted by the military entity or the American Red Cross;
3. Child Care and School Activities – An eligible employee may take FMLA leave to arrange for alternative childcare for a covered military member's existing childcare arrangement, or to provide childcare on an urgent, immediate basis arising from the covered military member's active duty or call to active duty status, or to enroll or transfer the covered military member's child to a new school, or to attend required meetings at the covered military member's child's school or daycare facility due to the covered military member's call to duty or active duty;
4. Financial and Legal Arrangements – An eligible employee may take FMLA leave to make or update financial or legal arrangements associated with the covered military member's absence or call to active duty status, or to act as the covered military member's representative during active duty or within 90 days after active duty, before a federal, state, or local agency for purposes of obtaining, arranging, or appealing military service benefits;
5. Counseling - An eligible employee may take FMLA leave to attend counseling for the employee, the covered military member, or the covered military member's child, if the need for counseling arises from the covered military member's active duty or call to active duty status;
6. Rest and Recuperation – An eligible employee may take up to five (5) days of FMLA leave for each instance that he or she desires to spend time with a covered military member who is on short-term, temporary, rest and recuperation leave during the period of deployment;
7. Post-Deployment Activities – An eligible employee may take FMLA leave to attend any official ceremony or program sponsored by the military for a period of ninety (90) days following the termination of the covered military member's active duty status, or to address issues that arise from a covered military member's death while on active duty status; and
8. Additional Activities – The Library may grant FMLA leave to address any other issue that arises out of active duty, provided that the Library and employee agree on the timing and duration of the leave.

"Covered military member" means an employee's spouse, son, daughter, or parent on active duty or call to active duty status (or who has been notified of an impending call to active duty). "Active duty or call to active duty status" means duty during the deployment of the member with the Armed Forces to a foreign country, if the individual is a member of the regular Armed Forces; or for members of the reserve components of the Armed Forces, it means duty during the deployment of the member with the Armed Forces to a foreign country under a call or order to active duty under certain statutes that authorize ordering certain retired members of the Regular Armed Forces and Reserve to active duty, ordering certain reserve component members to active duty, and calling the National Guard into federal service.

If an employee takes this form of leave, any leave taken under the Indiana Military Family Leave Act or other applicable state military family leave law will run concurrently with the above leave.

The leave may commence as soon as the covered military member receives the call-up notice. (For this type of FMLA leave, the child does not have to be a minor.)

**Certification of Qualifying Exigency for Military Family Leave**

The library requires certification of the qualifying exigency for military family leave. The employee must respond to such a request within 15 days of the request or provide a reasonable explanation for the delay. Failure to provide certification may result in a denial of continuation of leave.

### **Servicemember Caregivers Leave**

In addition, An employee whose spouse, legal child, parent or nearest blood relative ("next of kin"), is a covered servicemember (as defined below) may take up to twenty-six (26) weeks of leave in a single 12-month period. The term "covered servicemember" means:

- a member of the Armed Forces (including a member of the National Guard or Reserves) who is undergoing medical treatment, recuperation, or therapy; is otherwise in "outpatient status" (as defined below); or is otherwise on the temporary disability retired list, for a "serious injury or illness" (as defined below); or
- a "veteran" (as defined below) who is undergoing medical treatment, recuperation, or therapy, for a serious injury or illness and who was a member of the Armed Forces (including a member of the National Guard or Reserves) at any time during the period of five (5) years preceding the date on which the veteran undergoes that medical treatment, recuperation, or therapy.

The term "serious injury or illness" means:

- an injury or illness that was incurred while in the line of active duty for the Armed Forces, National Guard, or Reserves
- an injury or illness which existed before the beginning of active duty and was aggravated by service in line of duty on active duty in the Armed Forces) and that may render the member medically unfit to perform the duties of the member's office, grade, rank, or rating; or
- in the case of a veteran who was on active duty at any time during a period described above, incurs a qualifying injury or illness (as defined by the Secretary of Labor) that existed before the beginning of active duty and was aggravated by his/her military service and that manifested itself before or after the member became a veteran.

The term "veteran" means a person who service in the active military, naval, or air service and who was released or discharged under conditions that were not dishonorable.

The term "outpatient status" means a covered servicemember is assigned to a military medical treatment facility as an outpatient, or to a unit established for the purpose of providing command and control of members of the Armed Forces received medical care as outpatients.

For purposes of this form of leave only, the 12-month period begins on the first day an eligible employee takes FMLA leave to care for a covered servicemember and ends exactly 12 months after that date. If an eligible employee does not exhaust 26 weeks of leave during the 12-month period, the remaining portion of the leave entitlement will be lost. If an eligible employee needs additional leave to care for a different covered servicemember, or for the same servicemember with a subsequent serious injury or illness, the employee will have another single 12-month period during which he or she can use 26 weeks of leave. However, all eligible employees are limited to a total of 26 weeks of leave in each single 12-month period for any combination of servicemember caregiver leaves or other FMLA leaves under this policy.

If an employee takes this form of leave, any leave taken under the Indiana Military Family Leave Act or other applicable state military family leave law will run concurrently with the above leave.

### **Certification for Serious Injury or Illness of Covered Servicemember for Military Family Leave**

The Library requires certification for the serious injury or illness of the covered servicemember. The employee must respond to such a request within 15 days of the request or provide a reasonable explanation for the delay. Failure to provide certification may result in a denial of continuation of leave.

### **J. EMPLOYMENT**

While an employee is on FMLA leave, he/she shall not be engaged in outside employment; any exceptions shall be approved in advance of taking FMLA by the Library Director.

## **Section 4.20: Americans with Disabilities Act (ADA)**

*Section 4.20 PROPOSED to the Board of Trustees August 17, 2016*

### **4.20 AMERICANS WITH DISABILITIES ACT ( ADA )**

It is the policy of MCPL that qualified individuals with disabilities not be excluded from participation in or benefit from the services, programs or activities of MCPL. It is the policy of MCPL not to discriminate against a qualified individual with a disability in: job application procedures; the hiring, advancement or discharge of employees; employee compensation; job training; and other terms, conditions and privileges of employment. It is the intent of this organization to comply with all applicable requirements of the Americans with Disabilities Act (ADA).

If a person is not able to perform the essential functions of a job, even with reasonable accommodation, then the person is not qualified for the position.

MCPL will reasonably accommodate persons with a disability. Such reasonable accommodation may include: making facilities readily accessible to individuals with a disability, restructuring jobs, modifying work schedules, modifying equipment, or other similar accommodations.

Accommodations may not create an undue hardship for MCPL or other employees.

An individual who cannot be reasonably accommodated for a job, without undue hardship, will not be selected or retained in the position. ~~A Conditional Offer of Employment form is available for use in the Human Resources Manager's office.~~

All employees are required to comply with safety standards. Applicants who pose a direct threat to the health or safety of other individuals in the workplace, which threat cannot be eliminated by reasonable

accommodation, will not be hired. Current employees who pose a direct threat to the health or safety of the other individuals in the workplace will be placed on appropriate leave.

Disabled individuals cannot pose a direct threat to the safety of themselves or others. Generally, a "direct threat" means a significant risk to the health or safety of others that cannot be eliminated by reasonable accommodation.

Benefits provided to disabled individuals who are qualified to perform the work are not different from the benefits provided to other employees.

~~Employees and members of the public, including individuals with disabilities and groups representing individuals with disabilities, are encouraged to submit suggestions [on how MCPL might better meet the needs of individuals with disabilities pursuant to this policy to the MCPL ADA Coordinator or to the director. The ADA Coordinator is designated by the Library Director.](#) [on how MCPL might better meet the needs of individuals with disabilities pursuant to this policy.](#)~~

Employee requests for an accommodation under MCPL's ADA shall be submitted in writing on ADA forms (**Reasonable Accommodation Request form**) available from the Human Resources Manager. MCPL requires medical certification to support a request of reasonable accommodation on the organization's **Medical Certification Review Form** available from the Human Resources Manager. It shall be the responsibility of the employee to submit such forms in a timely manner.

MCPL reserves the right to require a second medical opinion from an independent medical provider. MCPL must pay for the second opinion. If the two opinions conflict, MCPL may seek and pay for a third medical opinion that will be final and binding on both MCPL and the employee.

Based on the medical information provided, MCPL will evaluate what, if any, reasonable accommodation may be extended to the employee. A determination for granting or denying a reasonable accommodation will be delayed until medical certifications are provided by the employee.

Any employee who believes he/she has received treatment inconsistent with the policies set forth above or any other requirement of the "Americans with Disabilities Act" (ADA), can file a complaint within ninety (90) days of the date of the alleged discriminatory act or practice with the MCPL ADA Coordinator, the Library Director.

Benefits provided to disabled individuals who are qualified to perform the work are not different from the benefits provided to other employees.

## Section 4.21: HIPAA

### 4.21 HIPAA

The Health Insurance Portability and Accountability Act of 1996 (HIPAA) has four major administrative requirements for private and government sponsored health plans: portability, nondiscrimination, fraud and abuse, and administration simplification.

MCPL is compliant with applicable HIPAA requirements and standards and has established guidelines regarding the privacy of individually identifiable health information accordingly. MCPL has designated the Human Resources Manager as MCPL's "privacy official" who is responsible for developing and implementing privacy policies and procedures; and is the contact person who is responsible for receiving complaints regarding compliance.

All MCPL HIPAA inquiries shall be directed to the Human Resources Manager located in Administration.

## Section 5: Working Conditions

*Section 5.5 was approved by the ~~board~~ Board of Trustees June 18, 2008.*  
*Section 5.8 was approved by the ~~board~~ Board of Trustees February 18, 2009.*  
*Sections 5.01, 5.13 were approved by the ~~board~~ Board of Trustees May 18, 2011.*  
*Sections 5.17 was approved by the ~~board~~ Board of Trustees August 17, 2011*

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### ~~5. WORKING CONDITIONS~~

#### 5.01 SAFETY

Establishment and maintenance of a safe work environment is the shared responsibility of MCPL and employees from all levels of the organization. MCPL will take all reasonable steps to assure a safe environment and compliance with federal, state, and local safety regulations. All employees should report for work in an alert, fit condition and able to effectively perform assigned position duties.

Employees are expected to obey safety rules and to exercise caution in all their work activities. Employees shall immediately report any unsafe conditions to their supervisor. Whenever possible, steps must be taken to correct the unsafe condition immediately. If the condition cannot be corrected, steps must be taken to warn others and to limit access to the unsafe condition. Employees are not to endanger themselves to correct an unsafe condition. Employees need not fear retaliation for reporting safety hazards. Not only supervisors, but employees at all levels of the organization are expected to correct unsafe conditions as promptly as possible. Employees who engage in unsafe work habits, or violate safety standards may be subject to disciplinary action, up to and including termination.

#### Occurrence of Accidents or Injuries

**All accidents that result in injury must be reported immediately to their department manager and to the Human Resources Department within twenty-four (24) hours or less regardless of how insignificant the injury may appear.** Such reports are necessary to comply with laws and to initiate insurance and worker's compensation procedures. If there is any question about the seriousness of an injury, employees should see a physician for medical attention as soon as possible.

Upon learning of a recordable injury or illness, the Injury and Illness Report (OSHA Form 301) must be completed within seven (7) days. In addition, within the same seven (7) day period, the information from the Injury and Illness Incident Report must be transferred to the Log of Work-Related Injuries and Illnesses (OSHA Form 300), which must be kept on file for five (5) years.

#### Clothing, Tools, Vehicles, and Equipment

The Library will provide five (5) Library shirts for each staff employee in ~~Facilities~~Building Services and Security and any other employee required, by management, to wear them. A combination of shirts and/or jackets may be substituted without exceeding the customary budgeted amount for each staff member per year.

The Library shall furnish and maintain in good condition tools and equipment as determined by the Library as necessary to perform the job. Each Employee is responsible for the return of such equipment or tools as per the directions of the supervisor. The Library shall train employees whom it designates in the safe use of equipment.

If an Employee believes that a vehicle or other equipment is unsafe and does not meet the requirements of any federal, state, or local law, the employee shall report that fact to the employee's immediate supervisor who shall then determine the status of the vehicle or equipment, and confirm such status in writing to the employee. If the supervisor determines the vehicle or equipment meets the requirements of federal, state or local law, the employee shall operate the vehicle or equipment. An employee may grieve the supervisor's determination.

## **Section 5.02: Staff Parking**

### **5.02 STAFF PARKING**

MCPL strives to maintain high levels of patron access to all library facilities. To assist in these efforts, staff who are on duty shall not park in the library parking lot when the library is open to the public.

Staff working at or calling at the Ellettsville facility while on duty shall park in the lot north of the branch library.

MCPL may subsidize parking for regular employees as the annual budget permits.

## **Section 5.03: Unpaid Meal Breaks**

### **5.03 UNPAID MEAL BREAKS**

Employees who are scheduled over six (6) consecutive hours per day must take an unpaid meal break of at least one half hour. Exceptions are to be determined on a case-by-case basis by the employee's supervisor. Exceptions are listed in the procedures, but this list is not exclusive.

Breaks are not to be taken back-to-back, added to the lunch period, or used to reduce the work day either at the beginning or at the end of the day.

## **Section 5.04: Food and Drink**

### **5.04 FOOD AND DRINK**

Public-Covered drinks are permitted in all areas of MCPL. Food is permitted in designated areas only.



Staff- Staff should eat in non-public areas only.

## Section 5.05: Breaks

### 5.05 BREAKS

Although not required by law, breaks are offered to staff for the purpose of enhancing work conditions and job performance. Staff may arrange a break for every 3-6 consecutive hours worked provided there is adequate coverage. Breaks are paid library time and can be up to 15 minutes in length. A quick trip to the restroom is not considered a break.

Managers and/or supervisors will structure staffing to facilitate breaks. Likewise, staff should communicate with managers about their need for a break. Staff members must coordinate breaks with coworkers to ensure adequate coverage for all functions. Breaks are not generally taken during times when patron service would suffer.

## Section 5.06: Smoking

*Section 5.06 PROPOSED to the Board of Trustees August 17, 2016*

### 5.06 SMOKING

In the interest of health, safety, and the comfort of all employees and patrons, smoking, vaping cigarettes, or the use of any tobacco products is strictly prohibited in library buildings, in library vehicles and on library grounds. The library is 100% tobacco free, both inside and out.

## Section 5.07: Use of Telephones, Fax Machines, and MCPL Mail

*Section 5.07 PROPOSED to the Board of Trustees August 17, 2016*

### 5.07 USE OF TELEPHONES, FAX MACHINES, AND MCPL MAIL

Personal telephone calls should be limited in frequency and duration. Personal use of telephones, cellphones and other personal electronic devices, and FAX machines for long distance and toll calls is are not permitted, except for emergencies. For any emergency personal use, employees shall reimburse MCPL for all library expenses, long distance and/or toll charges.

To ensure effective telephone interpersonal communications, employees should always use the approved appropriate greetings and speak in a courteous and professional manner.

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The mail system is reserved for business purposes only. Employees should refrain from sending or receiving personal mail or other delivery packages at the workplace.

## Section 5.08: Use of Computers, Email, and Other Technologies

*Section 5.08 PROPOSED to the Board of Trustees August 17, 2016.*

### 5.08 USE OF COMPUTERS, EMAIL AND OTHER TECHNOLOGIES

Section 5.8 was approved February 18, 2009

MCPL staff computers, laptops, e-readers and other electronic devices, software, electronic files, and email accounts are library property, intended for business use.

E-mail from or to in-house counsel or attorney representing MCPL must include the following header on each page: "ATTORNEY-CLIENT PRIVILEGED/DO NOT FORWARD WITHOUT PERMISSION."

Employees may use staff computers and non-MCPL email accounts for personal business during breaks and unpaid time, providing such use does not negatively impact other employees' ability to perform their jobs, does not incur additional expense to the Library, and complies with the Library's Internet and Computer Use Policy.

MCPL email is public record and officially represents MCPL. As such, library email accounts should only be used for official library business. While it is not possible to control messages received, employees are expected to make a good faith effort to keep their MCPL accounts free of personal and other non-MCPL communications.

Employees must abide by software license agreements. Only authorized software may be installed on MCPL computers. Employees who make, acquire, or use unauthorized copies of computer software may be subject to disciplinary and legal action.

While MCPL does not routinely monitor email and computer use, monitoring may be employed when there are indications of illegal use or violations of policy.

## Section 5.09: Internet Policy

### 5.09 INTERNET POLICY

Employees are provided access to the Internet to assist them in the performance of their duties. The computer and other media of electronic and telephonic communications, including, but not limited to,

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host computers, file servers, work stations, stand-alone computers, laptops, software, and internal and external communication networks, are the property of MCPL. Personal use of such equipment and software should be limited to non-work hours.

The electronic mail system may be monitored when MCPL deems it necessary to ensure its legitimate business interest in the proper utilization of its property and to ensure that this policy is being followed.

Employees must follow the library's Internet and Computer Use Policy, as updated each year by the MCPL Board of Trustees.

In addition:

- A. Employees are notified that they are responsible for the material they review and download on the Internet.
- B. Sending, receiving, displaying, printing, or otherwise disseminating material that is fraudulent, harassing, illegal, embarrassing, sexually explicit, obscene, intimidating or defamatory is prohibited. Employees encountering such material should report it to their department manager.
- C. Employees may not use MCPL internet resources for commercial or personal advertisements, solicitations, promotions, viruses, political material, or any other unauthorized personal use.
- D. Employees may not disseminate MCPL property or confidential information via the internet.
- E. All material downloaded from the Internet or from computers or networks that do not belong to MCPL MUST be scanned for viruses and other destructive programs before being placed onto the computer system. All employees will be expected to follow the instructions from their supervisor for its scanning process. Any questions should be referred to the IS staff and resolved prior to being placed on the computer system or being used.
- F. Because of export restrictions, programs, or files containing encryption technology are not to be placed on the Internet or transmitted in any way outside the United States without prior written authorization from MCPL.
- G. MCPL will not be responsible for any damages, direct or indirect, arising out of the use of its Internet resources.
- H. MCPL maintains the right to monitor any and all aspects of its computer system, including, but not limited to, monitoring sites employees visit on the Internet, monitoring chat groups and news groups, reviewing material downloaded or uploaded by employees and reviewing E-mail sent and received by employees.
- I. Employees do not retain any right to privacy in any documents, messages, or images they create, store, send, or received on the computer or the Internet under the Electronic Communications Privacy Act, and any other state or federal law regarding E-mail and Internet use. Employees do not have a personal privacy right in any matter created, received, or sent from the MCPL E-mail system.
- J. Employees must comply with all software licenses, copyrights, and all other state and federal laws governing intellectual property and online activity.

## **Section 5.10: Use of Equipment and Vehicles**

### **5.10 USE OF EQUIPMENT AND VEHICLES**

MCPL equipment and vehicles essential in accomplishing job duties are expensive and may be difficult to replace. When using property, including MCPL telephones, employees are expected to exercise care, perform required maintenance, and follow all operating instructions, safety standards, and guidelines.

Please notify the supervisor if any equipment, machines, tools, or vehicles appear to be damaged, defective, or in need of repair. Prompt reporting of damages, defects, and the need for repairs could prevent deterioration of equipment and possible injury to employees or others. Contact your supervisor with any questions about an employee's responsibility for maintenance and care of equipment or vehicles used on the job.

MCPL vehicles are to be driven for MCPL purposes only. Employees operating MCPL vehicles shall maintain the ability to legally operate assigned vehicles. Employees who operate MCPL vehicles are required to notify their department manager in the event that their driver's license is suspended or revoked. An employee's failure to notify his or her department manager of a driver's license suspension or revocation is subject to disciplinary action, up to and including termination.

Drivers are expected to drive safely and to obey all traffic laws, including speed limits. The use of tobacco in any form is not allowed in MCPL vehicles. Driving under the influence of alcohol or drugs in MCPL vehicles is prohibited. Violation of traffic laws may result in disciplinary action, up to and including termination. The employee who is driving the vehicle, and not the Library, is responsible for tickets, fines, or other consequences when traffic laws are violated.

All employees who use an MCPL vehicle or their private vehicle for MCPL business shall have on file in the Human Resources Department a copy of a valid driver's license and proof of liability insurance coverage. An employee's failure to comply with this policy is subject to disciplinary action, up to and including discharge.

Each occupant of an MCPL or personal vehicle while on MCPL business must wear appropriate seat belts at all times. In addition, no employee is permitted, under any circumstances, to operate an MCPL vehicle or personal vehicle for MCPL business when any physical or mental impairment causes the employee to be unable to drive safely. This prohibition includes, but is not limited to, circumstances in which the employee is temporarily unable to operate a vehicle safely or legally because of illness, medication, or intoxication.

Improper, careless, negligent, destructive, or unsafe use or operation of equipment or vehicles, as well as excessive or avoidable traffic and parking violations, can result in disciplinary action, up to and including termination.

## **Section 5.11: Drug Free Workplace**

*Section 5.011 PROPOSED to the Board of Trustees August 17, 2016*

### **5.11 DRUG-FREE WORKPLACE**

The unlawful manufacture, use, possession, distribution, and sale of alcohol, illegal drugs, or other intoxicants by employees is strictly prohibited at all MCPL facilities, at any time employees are on duty

or in the presence of people served by the Library, and at any time the employee is operating a vehicle owned or leased by MCPL. Exceptions may be made for certain authorized events as determined by the director. Employees charged with providing security, maintenance, or other support service for an event is prohibited from the use of intoxicants while on duty.

Employees are required to report to work in a sober and reliable state, free of the influence of alcoholic beverages, illegal drugs, or other intoxicants. Employees are not to use any such intoxicants while on duty. Drug and alcohol use is highly detrimental to the safety and productivity of employees in the workplace. Whether or not an employee is on duty, consumption or possession of alcoholic beverages, illegal drugs, or other intoxicants is not allowed on Library property, at any facilities used by the Library, or in Library vehicles. Violations of this policy will result in discipline, up to and including termination of employment. When appropriate, MCPL may refer the employee to approved counseling or rehabilitation programs.

MCPL maintains a drug-free workplace in accordance with the Drug-Free Workplace Act of 1988 and the State of Indiana Drug-Free Workplace Executive Order No. 90-5 of 1990. Failure to comply with this law could jeopardize government funds received by MCPL. Any employee who is convicted of a drug or alcohol related crime arising out of conduct while on official MCPL business, or when serving as a representative of MCPL, must notify MCPL within five (5) days of the conviction. MCPL is required to notify the appropriate government-funding agency within ten (10) days of the conviction.

If employees voluntarily seek professional assistance in overcoming drug or alcohol problems, please contact the Human Resources Manager for more information about the benefits potentially available under the employee medical benefit plans and any possible referral sources.

Employees may use physician-prescribed medications, provided the use of such drugs do not adversely affect job performance or the safety of the employee or other individuals in the workplace. Employees may keep prescription drugs and over-the-counter medications on MCPL premises when prescribed by a medical physician or as needed for over-the-counter medications. Employees who operate vehicles or equipment in the course of their employment shall notify their supervisor of such drugs and prescriptions which may impair judgment in the performance of job duties and responsibilities.

MCPL is committed to providing a safe, efficient, and productive work environment for all employees. In keeping with this commitment, employees and job applicants may be requested to provide body substance samples (e.g., blood, urine, hair, or other body substances) to determine the prohibited use of marijuana, cocaine, opiates, amphetamines, alcohol, barbiturates, and phencyclidine (PCP). Results of any drug testing shall remain in the employee's confidential medical file.

#### **5.11.1 Reasonable Suspicion**

An employee will only be requested to submit to a drug or alcohol test when the supervisor has reasonable suspicion that the employee has used alcohol or drugs or is impaired from the use of alcohol or drugs during his/her employment with MCPL. In the event that an employee is requested to submit to a drug test, the supervisor shall complete the appropriate form to be provided by the Human Resources Manager setting forth the observations leading to the determination of reasonable suspicion including the following:

- a. Observation of drug or alcohol use
- b. Observation of drugs, alcohol, or containers traditionally used for drugs or alcohol;

- c. Observations of behavior of the employee, including balance, speech, reactions, and other characteristics supporting reasonable suspicion of use of drugs or alcohol or impairment by drugs and alcohol;
- d. A pattern of abnormal or erratic behavior by the employee; or,
- e. Information provided by reliable or credible sources of the above.

#### **5.11.2 Post-Accident Testing**

Post-accident testing shall be required when an employee is involved in an accident on MCPL property or while operating MCPL and/or personal equipment or vehicles in pursuit of MCPL business which results in either: 1) the death or injury of a MCPL employees or member of the general public; or 2) damage to public or private property and/or equipment to the extent that it must be towed from the accident scene or operating a vehicle or equipment owned by or leased by MCPL if the driver receives a citation for a moving violation. MCPL reserves the right to order post accident tests as it deems appropriate based on the totality of the circumstances surrounding the accident. Post-accident tests may include screens for both drugs and alcohol.

## **Section 5.12: Appearance of Work Areas**

### **5.12 APPEARANCE OF WORK AREAS**

MCPL expects the work areas of all employees to be well organized, clean, and attractive. These qualities promote health, productivity, safety, good morale, and patron respect. Employees are responsible for maintaining the cleanliness of non-work areas such as meal and break areas.

## **Section 5.13: Business Travel**

### **5.13 BUSINESS TRAVEL**

MCPL recognizes our employees may need to travel while conducting Library business and furthering the mission of the organization. Employees are also encouraged to participate in professional meetings, training, seminars, and other professional development activities requiring involving travel and related accommodations. See 4.14 Training and Continuing Education for scheduling and funding

The purpose of this policy is to ensure that adequate cost controls are in place; travel and other expenditures are appropriate and reasonable; and reimbursements are handled in a consistent and timely manner. Employees are also expected to use discretion and good judgement with respect to expenditures, to be cost conscious (i.e. early-bird registration fees, advance planning for airline and lodging arrangements), and to submit expense receipts according to the finance office procedures.

Whenever possible, employees traveling on Library business should use Library vehicles in order to minimize library and employee expenses and time-consuming paperwork.

If an MCPL vehicle is not available and a personal vehicle must be used to conduct local business; or to attend training, conferences, or workshops; the employee shall be compensated at the rate set by the Indiana State Budget Agency (“SBA”) and Department of Administration (“DOA”) for mileage reimbursement.

Employee pay for travel time shall be determined according to applicable provisions of the Fair Labor Standards Act. See <http://www.dol.gov/>, search on Hours Worked and Travel.

Employees choosing to use their own vehicle when a Library vehicle is readily available will not be compensated for mileage.

The unit manager of an employee is responsible for prior authorization of employee business travel and associated reimbursements of travel expenses. Recurring travel to local destinations may be approved by the manager as part of the employee’s job assignments.

Employees must request and submit itemized receipts for every expense for which they are seeking reimbursement. Failure to submit an itemized receipt may result in the Library denying reimbursement.

In the event an employee has to cancel a trip or registered event due to circumstances outside of the employee’s control, the employee is required to immediately notify their manager or supervisor, the Director/Associate Director, or the Human Resources Manager. A situation outside of the employee’s control is described as the employee being physically unable to attend, an illness or death in the family, or other bona-fied emergency situations as determined by the manager in consultation with the library Associate Director or Director. Measures should be taken to either assign a substitute or to cancel the arrangements to minimize penalties or loss of fees.

Should an employee choose to cancel or not attend a pre-registered event, the employee will be held responsible for reimbursing the library for any fees, hotel, or travel expenses which were not refundable. Exceptions due to unusual circumstances may be made with the Library Director’s express consent.

## Section 5.14: Requests For Information

*Section 5.14 PROPOSED to the Board of Trustees August 17, 2016.*

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### 5.14 REQUESTS FOR INFORMATION

In the event that MCPL employees are contacted for information regarding former or current employees, MCPL shall release information verifying employee position, hire date, and wages. Requests for the release of any additional information will not be considered without a written Release Form from the employee.

Employees are not to provide letters of reference ~~employment~~ for former or current employees without ~~the a signed and written Rerelease Fform provided by MCPL or by the potential employer.~~

## **Section 5.15: Bloodborne Pathogens**

### **5.15 BLOODBORNE PATHOGENS**

The Occupational Safety and Health Administration (OSHA) has determined that certain employees in the workplace face a significant risk of exposure to bloodborne pathogens. Employees working in high-risk jobs will be offered bloodborne pathogen training and a series of hepatitis B vaccinations for their protection at no cost to the employees. MCPL will provide such vaccinations for any employees wishing to participate in this program.

## **Section 5.16: Solicitation and Distribution**

### **5.16 SOLICITATION AND DISTRIBUTION**

Staff may sell items to other staff members in the library if a) no solicitation (active selling) is involved; and b) the staff member is not using work time. Staff who are in supervisory roles may not sell items. [see also procedures]

## **Section 5.17: Workplace Violence**

### **5.17 WORKPLACE VIOLENCE**

The safety and security of MCPL employees and customers is very important. It is the intent of MCPL to provide a workplace for all employees that is free of violence. Threats, threatening behavior, acts of violence, or any related conduct which disrupts another's work performance or the organization's ability to execute its mission will not be tolerated. Employees are prohibited from carrying firearms and ammunition in the course of performing official duties (IC35-47-11.1), except as permitted under IC 34-28-7-2. An employee brandishing a firearm, ammunition, or any object in a threatening manner during work hours will be subject to disciplinary action. (see also 6.10 **EMPLOYMENT TERMINATION**)

Workplace violence includes, but is not limited to, intimidation, threats, physical attack or property damage. These terms are defined as follows:

- A. "Intimidation" includes, but is not limited to, stalking or engaging in actions intended to frighten, coerce, or induce duress.
- B. "Threat" is the expression of intent to cause physical or mental harm. An expression constitutes a threat without regard to whether the person communicating the threat has presented the ability to carry it out and without regard to whether expression is contingent, conditional, or future.
- C. "Physical attack" is unwanted or hostile physical contact such as hitting, fighting, pushing, shoving, throwing objects, firing a weapon, causing an explosion of hazardous materials, or discharge of hazardous substances.



D. "Property damage" is intentional damage to property which includes property owned or leased by MCPL, employees, visitors, or vendors.

Any person who makes threats, exhibits threatening behavior, or engages in violent acts on MCPL-owned or leased property may be removed from the premises.

Threats, threatening behavior, or acts of violence executed off MCPL-owned or leased property but directed at MCPL employees or members of the public while conducting official MCPL business, is a violation of this policy. Off-site threats include, but are not limited to, threats made via the telephone, fax or electronic or conventional mail, or any other communication medium.

Violations of this policy will lead to disciplinary action that may include dismissal, arrest, and prosecution. In addition, if the source of such inappropriate behavior is a member of the public, the response may also include barring the person(s) from MCPL-owned or leased premises, termination of business relationships with the individual(s), arrest, and prosecution of the person(s) involved.

Employees are responsible for notifying their supervisor of any **use of an object in a threatening manner** that they have witnessed, received, or have been told that another person has witnessed or received. Employees should also report any behavior they have witnessed that they regard as threatening or violent when the behavior is job related or might be carried out on MCPL-owned or leased property or in connection with MCPL employment.

Any employee who receives a protective or restraining order which lists MCPL-owned or leased premises as a protected area is required to provide their supervisor with a copy of such order.

If an emergency exists, contact the police department at 911, and notify your supervisor.

If not an emergency, employees should inform their supervisor. If the supervisor is unavailable or if the nature of the complaint is such that the employee does not believe he/she can discuss it with supervisor, the employee may bring concerns to the Library Director.

Employees who act in good faith by reporting real or implied violent behavior violations of this policy need not fear retaliation.

## ~~6. PERSONAL CONDUCT~~

### **Section 6: Personal Conduct**

~~Sections 6.8, 6.9, 6.10, 6.11, 6.12 were approved by the ~~board~~ Board of Trustees April 20, 2005.~~

~~Sections 6.01, 6.09, 6.10, 6.11, 6.12 were approved by the ~~board~~ Board of Trustees May 18, 2011.~~

~~Sections 6.13 (Personnel File) was deleted, as approved by the ~~board~~ Board of Trustees approved May 18, 2011.~~

~~Section 6.10 was approved by the ~~board~~ Board of Trustees August 17, 2011~~

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### **6.01 Employee Conduct and Work Rules**

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Employees are expected to maintain high standards of personal appearance, conduct, cooperation, efficiency and economy in their work. All employees should attempt to correct any faults in their performance that are called to their attention and should also avoid behavior and actions that conflict with MCPL rules and regulations.

*For unauthorized activities of bargaining unit employees, see also Joint Agreement, Article XVI.*

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## **Section 6.02: Attendance and Punctuality**

### **6.02 ATTENDANCE AND PUNCTUALITY**

To maintain a safe and productive work environment, MCPL expects employees to be reliable and to be punctual in reporting for scheduled work. Absenteeism and tardiness place a burden on other employees and on MCPL. Employees are expected to manage their leave accruals responsibly.

Supervisors are to oversee employee timekeeping records on MCPL forms, including all employee absences and designation of whether supervisor notification was properly provided by the employee.

Poor attendance and excessive tardiness are disruptive. For benefitted employees, absences resulting in insufficient accruals (unpaid status) may be categorized as unapproved time off. Such attendance issues may lead to disciplinary action, up to and including termination of employment.

In the rare instance when an employee cannot avoid being late to work or is unable to work as scheduled, he or she should notify the supervisor at least one half (½) hour before the time the employee would normally begin the shift or work day. Exceptions to the notification requirement for verified emergencies will be considered by the department manager or supervisor in consultation with the Human Resources manager.

## **Section 6.03: Personal Appearance**

### **6.03 PERSONAL APPEARANCE**

In order that it may provide the services it is required to provide in a neutral environment, any staff member or volunteer while performing services for MCPL shall not wear clothing or display a symbol or written statement, which represents a personal/political viewpoint or opinion. Each staff member should wear clothing that is appropriate to his or her particular job at the library. If a staff member is asked to return home and change clothes, the time away will not be counted as work time.

MCPL furnishes shirts and/or caps to certain security and ~~facilities~~Building Services employees. Such employees shall wear such furnished clothing while on duty. *[see also procedures]*

## **Section 6.04: Commission of a Felony or Unlawful Act**

### **6.04 COMMISSION OF A FELONY OR UNLAWFUL ACT**

Any employee found guilty of a felony, if reasonably related to employee job duties or the public trust, is subject to immediate termination of employment. An employee charged with a felony or found participating in felonious activity either during work hours or while off duty will be subject to immediate termination of employment or an unpaid leave of absence from work until a court of law establishes innocence or guilt.

Any employee found guilty of a misdemeanor, if reasonably related to employee job duties or the public trust, may be subject to suspension or termination of employment. This provision includes not being legally qualified to operate assigned vehicles or equipment.

Misdemeanors that involve MCPL vehicles/property, or in which the employee's behavior reflects poorly upon the employee and/or MCPL, will result in disciplinary action, up to and including termination of employment.

## **Section 6.05: Gifts, Gratuities, or Honorariums**

### **6.05 GIFTS, GRATUITIES OR HONORARIUMS**

Employees shall not accept gifts, gratuities, or honorariums from firms, organizations, agents, or other individuals soliciting to conduct business with MCPL in furnishing materials, goods, or services to MCPL. Gifts of nominal value, such as pens or notepads, may be accepted. Social courtesies such as food offered generally to a large group may be accepted.

Employees are encouraged to maintain good relations with suppliers and others with whom MCPL may have business dealings. However, the practice of accepting gifts, gratuities or honorariums may be contrary to the public interest.

Employees shall not accept gifts, gratuities or honorariums from firms, organizations, agents, or other individuals soliciting to conduct business with MCPL in furnishing materials, goods, and services to MCPL.

## **Section 6.06: Business Ethics/Conflict of Interest**

### **6.06 BUSINESS ETHICS/CONFLICT OF INTEREST**

The staff members of the Monroe County Public Library will be held to the highest level of professional and personal ethics. We acknowledge that the public trust is fundamental to a productive and effective public agency. Because the citizens of Monroe County place their confidence in us to be the guardians of public facilities and public funds, no actual or perceived conflict between that trust and private interest can exist. Our staff members' continued integrity and honesty are key elements that sustain the public's confidence in MCPL.

MCPL has approved a policy to provide clarity and guidance for staff members when dealing with incidents that raise ethical questions. Staff members must avoid making choices that pose, or give the appearance of posing, a conflict of interest. This policy is intended to help staff members in applying their common sense and best judgment in these situations. The American Library Association Statement on Professional Ethics and the Monroe County Public Library Ethics Policy establish standards that are consistent with other public agencies.

The following list refers to statements in the Personnel Manual that offer guidance to staff with questions relating to professional ethics. Other statements on ethics not expressly mentioned in the Personnel Manual are also listed below. Specific topics relevant to the issue of ethics are discussed in this document at the given locations:

- 2.2 Nepotism
- 2.13 Outside Employment/Conflict of Interest
- 5.7 Use of Telephones, Fax Machines, and MCPL Mail
- 5.8 Use of Computer and Email
- 5.10 Use of Equipment and Vehicles
- 6.5 Gifts, Gratuities, or Honorariums
- 6.6.1 Personal Service Fees
- 6.6.2 Personal Financial Transactions

MCPL recognizes and respects the right of individual employees to engage in private activities outside of the organization that do not in any way conflict with, or reflect poorly on MCPL.

MCPL also recognizes its right and obligation to determine when an employee's activities present a conflict of interest with MCPL. At such times MCPL must take whatever action is necessary to resolve the situation, including but not limited to, terminating employment. This policy applies to all employees, as well as to former employees, where applicable.

Employees having financial interest in a company or substantial investments in a corporation that might benefit from their dealings with MCPL must file a conflict of interest statement with the Monroe County Clerk and the Human Resources Manager. If deemed by said official to be in the best interest of MCPL, those employees shall either divest themselves of such interest or investments or be ineligible for continued employment with MCPL.

An employee who knowingly or intentionally obtains a pecuniary interest in or derives a profit from a contract or purchase connected with an action by the MCPL commits a Class D felony, unless a financial disclosure form is approved in advance and filed as required by Indiana Code (I.C.) 35-44-1-3.

Failure to disclose conflict of interest of employee or member of employee's immediate family having a monetary interest/business interest or deriving a profit in any matter directly related to the employee's official duties and the discharge of those duties will subject the employee to disciplinary action, up to and including termination of employment. This includes having a personal interest in a business which supplies goods and services to the library.

#### **6.06.1 Personal Service Fees**

No fees for personal services will be accepted by an MCPL employee for any service to the public during working hours. Lectures or workshops scheduled by MCPL and on library time are included in this

rule. Lectures, workshops, etc. that are not sponsored by MCPL will be prepared and given on the employee's own time and under the employee's own terms.

**6.06.2 Personal Financial Transactions**

Employees will not cash personal checks from any MCPL cash drawer. Employees will not borrow any money from any MCPL cash drawer. Employees will not make change for themselves from any MCPL cash drawer.

## Section 6.07: Harassment

### 6.07 HARASSMENT

MCPL is committed to providing and to maintaining a workplace free of inappropriate treatment of any employee because of the employee's race, sex, age, color, religion, national origin, disability, citizenship status, or any other category protected under federal, state, or local law. Irrespective of whether sexual orientation is a legally protected status, MCPL is committed to providing and to maintaining a workplace free of inappropriate treatment based on an individual's sexual orientation.

To be unlawful, conduct must be so severe and pervasive that it unreasonably interferes with an employee's ability to work. MCPL does not, however, condone or tolerate any inappropriate conduct based on an employee's race, sex, age, color, religion, national origin, disability, citizenship status, or any other category protected under federal, state, or local law. Irrespective of whether sexual orientation is a legally protected status, MCPL is committed to providing and to maintaining a workplace free of inappropriate conduct based on an individual's sexual orientation.

MCPL is committed to protecting employees from inappropriate conduct whether from other employees or non-employees such as patrons, visitors, vendors, customers, contractors. In appropriate conduct may include, among other things:

- Epithets, slurs, stereotyping, or threatening, intimidating or hostile acts that relate to race, sex, age, religion, national origin, or disability
- Written or graphic material that denigrates or shows hostility or aversion toward an individual or group because of race, sex, age, religion, national origin, or disability.

Statement of Principles:

1. *Everyone is entitled to a respectful workplace environment.*
2. *Sexual harassment and harassment that is based race, sex, age, color, religion, national origin, disability, citizenship status, or any other category protected under federal, state, or local law is prohibited.*
3. *Each employee has responsibility for preventing harassment and for maintaining a respectful workplace.*
4. *Retaliation against employees for reporting suspected harassment or for participating in the investigation of harassment is prohibited.*
5. *No employee, regardless of position, has the right to violate any of these principles.*

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### Section 6.07.01: Definition of Sexual Harassment

#### 6.07.01 Definition of Sexual Harassment

Sexual harassment is one of the types of harassment prohibited by this policy. Sexual harassment may include inappropriate conduct of a sexual nature that ranges from subtle to not-so-subtle. Such conduct may involve individuals of the same or different sex.

Examples of conduct that may constitute harassment and sexual harassment prohibited by this policy include, but are not limited to, the following:

- Unsolicited and unwelcome comments or conduct of a sexual nature or that are demeaning to women or to men as a group. For example, this would include offensive or vulgar jokes, name-calling, comments about one's body or sex life, stereotyping based on a person's sex, touching, leering, ogling, patting, pinching, indecent exposure, physical gestures, or displaying sexually explicit photographs or objects that interfere with a reasonable person's work.
- Unsolicited and unwelcome demands or requests for sexual favors or social encounters.
- An explicit or implicit promise of preferential treatment with regard to a person's employment in exchange for sexual favors or sexual activity; and
- The use of an employee's or applicant's submission to or rejection of sexual conduct as the basis for making, influencing, or affecting an employment decision that has an impact on the terms and conditions of the individual's employment (for example, hiring, firing, promotion, demotion, compensation, benefits, or working conditions.)

## Section 6.07.02: Reporting a Complaint

### 6.07.02 Reporting A Complaint

While MCPL encourages individuals who believe they are being harassed to firmly and promptly notify the offender that his/her behavior is unwelcome, MCPL also recognizes that power and status disparities between an alleged harasser and a target may make such a confrontation impossible. In the event that such informal, direct communication between individuals is either ineffective or impossible, the following steps should be followed in reporting a harassment complaint.

In order to take a corrective action, MCPL must be aware of harassment, sexual harassment or related retaliation. Therefore, anyone who believes that he/she has experienced or witnessed harassment, sexual harassment or related retaliation should immediately report such behavior to his or her supervisor, a manager, an Associate Director, the Library Director, or the Human Resources Manager.

In the event the allegation of harassment is against the Library Director, the completed form is to be submitted to any MCPL Board of Trustees member. The best time to register a complaint is immediately after the act occurs.

Any supervisor who has witnessed or becomes aware of the alleged occurrence of sexual harassment or retaliation, or receives a complaint of sexual harassment involving a person within that supervisor's purview is required to take prompt corrective action and to report the incident to the Human Resources Manager. Failure of a supervisor to immediately take corrective action or to report the incident shall constitute misconduct subject to disciplinary action, up to and including termination of employment.

Please help MCPL to maintain a comfortable and civil work environment, free from inappropriate and offensive conduct. see "[Harassment Complaint Form](#)" [14]

## **Section 6.07.03: Description of Misconduct**

### **6.07.03 Description of Misconduct**

An accurate record of objectionable behavior or misconduct is needed to resolve a formal complaint of harassment or of sexual harassment.

Verbal reports of harassment or of sexual harassment must be recorded in written form by either the complainant or the individual(s) designated to receive complaints, and be signed by the complainant. Individuals who believe they have been or currently are being harassed should maintain a record of objectionable conduct to effectively prepare and corroborate their allegations.

While MCPL encourages individuals to keep written notes in order to accurately record offensive conduct or behavior, it must be recognized that, in the event that a lawsuit develops from the reported incident, the confidentiality of the complainant's written notes may not be recognized under Indiana law, and the notes may have to be disclosed.

MCPL department managers and the Human Resources Manager have copies of the MCPL harassment or of sexual harassment complaint form. Employees are directed to obtain, complete, and submit this form to initiate a formal complaint.

## **Section 6.07.04: Time Frame for Reporting Complaints**

### **6.07.04 Time Frame for Reporting Complaints**

MCPL encourages a prompt reporting of complaints so that rapid response and appropriate action may be taken. However, due to the sensitivity of these problems and because of the emotional toll such misconduct may have on an individual, no limited time frame will be instituted for reporting harassment or of sexual harassment complaints. Late reporting of complaints will not in and of itself preclude MCPL from taking remedial action.

## **Section 6.07.05: Protection Against Retaliation**

### **6.07.05 Protection Against Retaliation**

MCPL will not in any way retaliate against the individual who makes a report of harassment or of sexual harassment nor permit any supervisor or employee to do so. Retaliation is a serious violation of this harassment and sexual harassment policy and should be reported immediately. Any person found to have retaliated against another individual for the good faith reporting of harassment or sexual harassment will be subject to disciplinary action, up to and including termination of employment.



## **Section 6.07.06: Investigating the Complaint**

### **6.07.06 Investigating the Complaint**

Any allegation of harassment or of sexual harassment that is reported will be promptly and thoroughly investigated in as discreet a manner possible to protect the privacy of persons involved. MCPL will use its best efforts to maintain confidentiality throughout the investigatory process to the extent practical and appropriate under the circumstances; however, confidentiality is not guaranteed. The alleged harasser will be notified of the nature of the complaint made against him/her.

Upon completing the investigation of a harassment or of sexual harassment complaint, MCPL will communicate its findings to the complainant and the alleged harasser. If the Library Director determines that harassment occurred, the Library Director will determine appropriate disciplinary action to be taken. In the event that the alleged harasser is the Library Director, the MCPL Board of Trustees will determine appropriate disciplinary action to be taken. The complainant will be informed of the disciplinary action to be taken.

In determining whether alleged conduct constitutes harassment or sexual harassment, MCPL will look at the investigative file as a whole and the totality of the circumstances, such as the nature of the conduct and the context in which the alleged incidents occurred. The determination of whether disciplinary action is to be taken will be made from the facts, on a case-by-case basis.

## **Section 6.07.07: Identification of Investigators**

### **6.07.07 Identification of Investigators**

Complaints will be investigated by the MCPL Library Director and/or the designees retained by the Library Director. In addition, other individuals may be included in reviewing the investigation.

## **Section 6.07.08: False Accusations**

### **6.07.08 False Accusations**

MCPL also recognizes that careful consideration must be given to questions regarding whether a particular action or incident is purely personal or social without any discriminatory employment effect. False accusations of sexual harassment can have devastating effects on the lives and reputations of innocent women and men. Therefore, MCPL may discipline, up to and including termination of employment, those employees who after an investigation are found to have falsely accused others of sexual harassment, knowingly or in a malicious manner.

## **Section 6.07.09: Sanctions**

### **6.07.09 Sanctions**

Individuals found to have engaged in misconduct constituting harassment or sexual harassment, creating a hostile work environment, or related retaliation will be severely disciplined, up to and including termination of employment. Additional action may include: referral to counseling, withholding of a promotion, reassignment, demotion, temporary suspension without pay or termination.

Although MCPL's ability to discipline a non-MCPL employee harasser is limited, any MCPL employee who has been subjected to harassment or sexual harassment by a non-MCPL employee at the workplace and work-related setting should file a complaint so that action may be taken.

## **Section 6.07.10: Maintaining a Written Record of the Complaint**

### **6.07.10 Maintaining a Written Record of the Complaint**

MCPL will maintain a complete written record of each complaint and how it was investigated and resolved. Written records shall be maintained with the Human Resources Manager, and if disciplinary action was taken, a record shall be maintained in the offender's personnel file.

## **Section 6.07.11: Prevention**

### **6.07.11 Prevention**

Prevention is the best policy for the elimination of sexual harassment. Employees shall remain cognizant of harassment to avoid contributing conditions that would encourage such activity. Sexual harassment and hostile work environment violations will result in disciplinary action, up to and including termination of employment.

## **Section 6.08: Employee Conduct**

### **6.08 EMPLOYEE CONDUCT**

By Indiana law, MCPL is an "at will" employer. Simply stated, a staff member's employment will continue only so long as the staff member is satisfied with the Library and the Library is satisfied with the staff member. Just as a staff member may resign at any time, he or she may be discharged at any time. The Library makes no promise of continued employment or employment for a specified period of time.

Employee job performance and personal conduct impact MCPL's ability to achieve its mission of providing a high quality of public service. It is always the hope that the working relationship between the employee and the Library will be long term and mutually satisfactory. However, when violations of policies occur or when observed job performance is deemed unsatisfactory, a supervisor is expected to work with the employee in order to improve the performance of that individual.

Therefore, these rules and principles of job performance are adopted as guidelines for monitoring behavior, evaluating the performance of staff, seeking improvements in performance when problems arise, exercising progressive disciplinary procedures applicable to all staff, and providing a fair and consistent process of appeal for staff to follow. The spirit of this policy is to facilitate open discussion between supervisors and employees in order to resolve issues in an environment of mutual respect and objectivity without retaliation.

## **Section 6.09: Discipline Procedures**

### **6.09 DISCIPLINE PROCEDURES**

MCPL uses progressive disciplinary action in the event a staff member fails to perform his/her job satisfactorily or is found in violation of the Library's stated policies, procedures and/or practices. Because circumstances may vary with each infraction, each situation will be handled on an individual basis. In arriving at a decision for action, the following will be considered:

- Seriousness of the infraction;
- Past record of the employee;
- Circumstances surrounding the matter; and
- Evidence provided for decision-making.

*Bargaining unit employees, see Joint Agreement, Article VIII, Discipline.*

*Managerial/supervisory/confidential employees.*

The Library normally follows these steps in the disciplinary process. The Library reserves the right to skip steps in the disciplinary process in the event of extreme behavior.

#### ***Coaching/Counseling***

When a supervisor identifies a performance issue or discipline problem, the supervisor should usually first address the issue informally with the employee. The appropriateness of the steps to be taken should be considered on a case-by-case basis. Except in the case of an egregious infraction meriting serious disciplinary action, the supervisor should consider steps such as:

- Providing counseling to the employee about the problem and the need to change.
- Providing training to the employee to make sure the employee has the knowledge and skills needed to do the job properly.
- Removing any obstacles or interference that prevents the employee from performing properly.
- Providing consequences for good job performance.
- Providing feedback to the employee.

The supervisor should document these efforts on the Counseling Memorandum Form (attached), which will be signed by the employee and the supervisor. The form will be maintained in the employee's personnel file as a record of training.

The meaning of "discipline" is training, and the purpose is to ensure optimal performance. Constructive criticism, coaching, and other informal teaching methods should be exhibited by supervisors as a means of training employees and setting expectations for continued employment. This ongoing training is not part of the progressive disciplinary process and is expected to be part of the normal, day-to-day interaction between all employees-supervisors and colleagues. ~~[See "Counseling Memorandum"]~~ <sup>45</sup>

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The types of formal discipline that may be imposed include but are not limited to: verbal warnings, written reprimands, suspension (with or without pay), and/or termination. ~~[See "Corrective Action Plan"]~~ <sup>46</sup>

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### ***Verbal Warning***

If a performance issue has been addressed and insufficient or no improvement has resulted, the first step of the progressive disciplinary process is a Verbal Warning. The Verbal Warning is a written document, signed by the employee, the supervisor, and the next level supervisor or the Human Resources (HR) Manager. The Verbal Warning is maintained in the employee's personnel file.

This method should be used with the employee in a private area and as each infraction occurs rather than letting infractions build up over time. It should be stated to the employee that unless corrective action is taken, further disciplinary action could result, up to and including termination of employment. The date and time each infraction takes place should be noted on the Corrective Action Plan Form (attached). An employee may submit a written statement or rebuttal to a Verbal Warning which will be attached to the Form. The Form will be kept in the employee's personnel file in the Human Resources Office (HR).

See section 6.11 for further clarification on appeals.

### ***Written Reprimand***

The Written Reprimand is used if verbal warnings do not correct or improve employee behavior or performance. The written reprimand should be noted on the Corrective Action Plan Form (attached) and signed by both the supervisor and employee. It should be stated to the employee that unless corrective action is taken, further disciplinary action could result, up to and including termination of employment. This document will be kept in the employee's personnel file in HR.

Any employee receiving what he/she feels to be an unwarranted written reprimand may respond in writing to the document and the response will be attached to the reprimand retained in the employee's personnel file.

See section 6.11 for clarification on appeals.

### ***Suspension***

Suspensions, with or without pay, may be issued to any employee who does not correct the behavior addressed in a written Reprimand or as a result of continued misconduct or documented poor performance. The suspension should be noted on the Corrective Action Plan Form (attached) and signed by the supervisor, the employee and the HR Manager or next level supervisor.

It should be stated to the employee that unless corrective action is taken, further disciplinary action could result, up to and including termination of employment. This document will be added to the employee's personnel file in HR.

A suspension can last from one to five working days at the discretion of the Director and taking into account the seriousness of the infraction cited. In addition, paid suspensions may be authorized by the Director while an investigation of wrongdoing is taking place.

See section 6.11 for clarification on appeals.

### ***Termination***

Termination may result when any employee fails to correct behavior following a suspension, as a result of continued misconduct, documented poor performance, or any of the more serious infractions listed in Section 6.10. The Director or designee will give written notice to any employee being dismissed - either in person or via certified U.S. mail. The employee shall be given an opportunity to remove all personal belongings from his/her work area and will be escorted during this time by library security personnel. The employee will be given an opportunity to discuss his/her termination of employment at the Director's discretion.

See section 6.11 for clarification on appeals.

Formal written documentation must be kept in all phases of disciplinary action. Any/all documentation associated with disciplinary action will be retained in the employee's personnel file in HR.

## **Section 6.10: Employment Termination**

### **6.10 EMPLOYMENT TERMINATION**

The MCPL Library Board of Trustees delegates the discharge of any employee to the Library Director or his/her designee. The ~~Board~~**Board of Trustees** is informed, in a timely manner, of any employees that are discharged. The progressive disciplinary steps listed above are expected to be followed in most instances, noting that there are some infractions designated serious enough for immediate termination of employment. These include but are not limited to the following infractions:

- Falsification of information on the employment application or other job related forms or verbally to supervisors, other management, or administrative personnel.

- Ignoring, bypassing, or otherwise altering standard Library procedures or policies for personal gain or for the advantage of others without due cause or prior approval of the supervisor or administrative personnel.
- False claims of injury or illness.
- Theft.
- Unlawful or negligent handling of public monies.
- Absence from work for more than two days without notifying the Library.
- Threatening or intimidating fellow employees or the public.
- Misusing MCPL property.
- Insubordination.
- Altering another employee's records - i.e., time sheet.
- Possessing firearms or other objects believed to be intended for use in an act of violence.
- Reporting to duty under the influence of, use, possession, distribution, or sale of drugs or alcohol while on the Library's premises or while conducting Library business.
- Failing to submit to a blood test, urinalysis, or breathalyzer examination pursuant to the Drug-Free Workplace Policy.
- Misusing or removing MCPL records, information, and/or equipment without prior authorization.
- Disclosing confidential information or material to unauthorized personnel.
- Excessive absenteeism or tardiness.
- Conviction of a felony.
- Use or threat of physical violence or abuse against other staff or the public during the performance of Library business or employment.
- Violating MCPL's Sexual Harassment policy.
- Violation of the MCPL Internet, computer, or email policies.

Employees may be required at any time to submit to a medical exam, at the Library's expense and selection of physician, to determine if the employee is physically and/or mentally fit to perform the duties of his/her position.

The Library will contest unemployment compensation claims filed by any staff member who was discharged for just cause under the unemployment compensation laws of the State.

*For termination of a bargaining unit employee following disciplinary action, see Joint Agreement, Article VIII.*

*For impact on seniority of bargaining unit members who are terminated and then reemployed, see Joint Agreement, Article XIII, Section 2.*

*For limited conditions of reemployment following termination for unauthorized activities by bargaining unit employees, see Joint Agreement, Article XVI, Section 1.*

## **Section 6.11: Problem Resolution**

### **6.11 PROBLEM RESOLUTION**

***Bargaining unit employees. See Joint Agreement, Article IX, Grievance Procedure.***

***Managerial/supervisory/confidential employees only.***

The Library intends that all staff will be treated justly and considerately at all times.

*If at any time* an employee feels that he/she has been treated unfairly, the employee should request a meeting *within five working days of the incident* to discuss the matter openly with his/her immediate supervisor. In most cases this is believed to be the most effective means of dealing with a problem and obtaining a resolution.

The Supervisor should meet with the employee *within five working days of his/her request*. If, following the meeting, the employee does not feel there is an adequate resolution to the issue, he/she may then follow the same steps up the chain of command in seeking a resolution, utilizing the Employee Appeal Form. The Library Director is the final step in this process.

## **Section 6.12: Appeal Process**

### **6.12 APPEAL PROCESS**

***Bargaining unit employees. See Joint Agreement, Article IX, Grievance Procedure.***

***Managerial/supervisory/confidential employees only.***

MCPL also provides employees with a defined process for appealing certain disciplinary matters to ensure that a final resolution is reached in a timely and equitable manner. Again, the spirit of this policy is to facilitate open discussion between supervisors and employees in order to resolve issues in an environment of mutual respect and objectivity without retaliation.

All employee appeals must be submitted on the *Employee Appeal Form* [19]. This form will be utilized throughout the appeal process and forwarded to HR upon completion of the process. All appeal documents will be maintained in the employee's personnel file in the Human Resources Office.

Listed below are the methods available to employees to appeal the following types of disciplinary action.

#### ***Verbal Counseling/Verbal Warning***

A written rebuttal of the infraction and/or incident for which the warning was issued may be submitted by the employee and received by the supervisor *within five working days from the date the counseling/warning was issued*. It will be placed in his/her personnel file in HR. The appeal process for verbal counseling/warnings stops with the submission of a written rebuttal by the *employee*.

#### ***Written Reprimand***

A written rebuttal to the reprimand may be submitted to the supervisor *within five working days from the date the reprimand is issued*. It is then attached to the reprimand and stored in the employee's personnel file in

HR. The employee may also request a hearing by completing the Employee Appeal Form with the HR Manager *within five working days from the date the reprimand is issued.*

The next supervisor up the chain of command must then hold a hearing, conduct an investigation, and subsequently make a ruling on the initial reprimand *within five working days after the appeal is filed in HR.*

Any disciplinary action that is ultimately overturned will be signed and dated accordingly in the employee's personnel file. The appeal process for a written reprimand stops with the appropriate Associate Director or Director.

### ***Suspension***

A suspension, with or without pay, may be appealed *within five working days following the employee's return to work or immediately following the ruling* for suspension if the appeal supervisor can arrange for a hearing to be conducted prior to the start of the suspension.

If a suspension without pay is overturned and the appeal process takes place following a payroll period, the employee will be fully reimbursed for his/her time away as quickly as possible with the issuance of a separate check.

Any disciplinary action that is ultimately overturned will be signed and dated accordingly in the employee's personnel file. The appeal process for a suspension stops with the appropriate Associate Director or Director.

### ***Termination***

The employee shall have the opportunity to appeal his/her termination of employment by the Library Director to the Library Board of Trustees in an Executive Session at its next regularly scheduled meeting. This appeal *must be filed within five working days of the termination of employment.*

The Board of Trustees may request that certain staff members be made available to them as a resource during this meeting. The Board of Trustees will then present a written decision to the employee either overturning or reaffirming the termination of employment notice within five working days after the meeting takes place.

### ***Witnesses***

Requests for someone to sit in as a witness in disciplinary conferences will be allowed only during the appeal process. Only one person will be allowed to serve as a witness for the employee during an appeal conference and it must be an employee of the Library. A witness is allowed to speak only if he/she has direct knowledge of the issue at hand. Otherwise he/she serves merely as a witness to the event unfolding and will have no other obligation once the conference is declared over. (The witness will be required to sign a waiver stating he/she was in attendance and understands that this process is a confidential matter.)

An HR staff member may be requested to serve as witness during an appeal hearing, or the HR Office will maintain a list of staff members who have volunteered to serve as witnesses, or staff members may select their own witness. Employee witnesses who participate in this process may do so on work time, or



may be paid for the time spent in the conference itself if it takes place when they are not scheduled for duty.

The HR Manager should be notified (by the appealing employee) that a witness will be attending an appeal conference at least 48 hours in advance of the scheduled meeting and will coordinate a suitable meeting room for the conference and notify all parties involved of its date, time, and place.

## Section 7: Employee Acknowledgement Form

### 7. EMPLOYEE ACKNOWLEDGMENT FORM

The **Monroe Public Library Personnel Manual** describes important information about employment with the Monroe Public Library, and I understand that I should consult the Library Board [of Trustees](#) regarding any question not answered in the handbook.

Since the information, policies, and benefits described here are necessarily subject to change, I acknowledge that revisions to the personnel manual may occur. All such changes will be communicated through official notices, and I understand that revised information may supersede, modify, or eliminate existing policies.

I understand the descriptive materials contained in this personnel manual are only summaries. Any discrepancies between these summaries and the terms of the actual plans will be governed by the terms of the underlying, more detailed policies and procedures. Any questions regarding summaries, their underlying policies and procedures and any discrepancies between them will be directed to the department manager.

Furthermore, I acknowledge that this personnel manual is not a contract of employment.

I understand that the personnel manual is available on the MCPL website and that I may print a copy at any time. I may also request a printed copy at any time from my department manager or from Human Resources. I understand that it is my responsibility to read and understand the policies contained in the personnel manual and any subsequent revisions.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employee's name (typed or printed)

\_\_\_\_\_  
Department

## Section 8: Appendix A (Forms)

Section 6.07.02: Harassment Complaint Form ~~{14}~~

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Section 6.09: Counseling Memorandum ~~{20}~~

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Section 6.09: Corrective Action Plan ~~{24}~~

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Section 6.11 & 6.12: Employee Appeal Form ~~{22}~~

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