

# *Personnel Policy & Procedure*

Rhineland District Library  
106 N. Stevens St.  
Rhineland, WI 54501

Employment Policies and Manual

Rhineland District Library  
Board of Trustees

August 10, 2010

## **I. INTRODUCTION**

The policies and procedures stated in this document are subject to change at the sole discretion of the Rhinelander District Library Board. Changes in the policies and/or procedures of the Rhinelander Library will be provided to an employee by an addendum to the current policy and procedures or by a memorandum. Any questions regarding the policies or procedures of the Rhinelander District Library should be addressed to the Library Director.

This statement of policies is not a contract, expressed or implied, guaranteeing employment for any specific duration. Although Rhinelander Library District Board hopes your employment relationship with us will be long-term, either you or the Rhinelander District Library may terminate this relationship at any time, for any reason, with or without notice or cause.

Please understand that no representative of the Rhinelander District Library, other than the Library Director, has the authority to enter into any agreement with you for employment, for any specified period, or to make any promises or commitments to the foregoing. Furthermore, any employment agreement entered into by the Library Director is not enforceable unless it is in writing and the agreement is approved at a legally noticed meeting of the Rhinelander District Library Board of Trustees.

We wish you the best of luck and success in your position and hope that your employment relationship with the Rhinelander District Library will be a rewarding experience.

## **II. CODE OF ETHICS**

In order to provide the highest level of service to all library users through appropriate and usefully organized resources: equitable service policies; equitable access; and unbiased and courteous responses to all requests, all library employees shall:

Uphold the principles of intellectual freedom and resist all efforts to censor library resources.

Protect each library user's right to privacy and confidentiality with respect to information sought or received and resources consulted, borrowed, acquired or transmitted.

Recognize and respect intellectual property rights.

Treat co-workers and other colleagues with respect, fairness and good faith, and advocate conditions of employment that safeguard the rights and welfare of all employees of the institution.

Not advance private interests at the expense of library users, colleagues, or the employing institution.

Distinguish between their personal convictions and professional duties and do not allow their personal beliefs to interfere with fair representations of the aims of the institution or the provision of access to their information resources.

Strive for excellence in the profession by maintaining and enhancing their own knowledge and skills, by encouraging the professional development of co-workers, and by fostering the aspirations of potential members of the profession.

### **III. EQUAL EMPLOYMENT POLICY**

#### **A. SELECTION OF EMPLOYEES**

All persons desiring employment with the Rhinelander District Library shall file written applications setting forth their qualifications, experience, references, and other information relevant to the specific vacant position for which they are applying.

#### **B. EQUAL OPPORTUNITY**

The Rhinelander District Library Authority is an equal opportunity employer.

#### **C. POLICY STATEMENT**

The Rhinelander District Library provides equal employment opportunities to all employees and applicants for employment without regard to race, color, religion, sex, national origin, age, handicap/disability, marital status, ancestry, sexual orientation, arrest record or conviction record or membership in the national guard, state defense force or any reserve component of the military forces of the United States or this State, or on any other basis protected by state and federal laws. This policy applies to all terms and conditions of employment, including, but not limited to hiring, placement, promotion, termination, layoff, recall, transfer, leave of absence, compensation, and training.

### **IV. ORGANIZATION AND ADMINISTRATION**

## A. POSITION DESCRIPTIONS AND TITLES

All positions are established in accordance with job descriptions clearly setting forth areas of responsibility and authority. The classification of a position is based upon the duties and responsibilities of the position as well as on the knowledge, skills, abilities, and minimum training and experience requirements as determined by the Library Director and approved by the Library Board. Employees are further classified according to their work schedules (see Section X). The following position titles are used:

### Exempt Employees

1. Director
2. Associate Director
3. Circulation Supervisor

### Nonexempt employees

1. Facilities Manager
2. Library Services Assistant 3
3. Library Services Assistant 2
4. Library Services Assistant 1
5. Page

## B. DIRECTOR

In accordance with Wisconsin Statute 43.58(4), the Library Board of Trustees employs the Library Director. The Library Director shall be responsible for the administration of personnel policies as established by the Board; his/her actions shall be carried out in a spirit of equality and fair treatment for all concerned.

The Library Board of Trustees shall be responsible for administration of personnel policies with regard to the position of the Library Director.

The overriding consideration in all personnel decisions shall be the well-being of Rhinelander District Library and its patrons.

## C. POLICY AVAILABILITY

A personal copy of current personnel policies will be made available to each staff member. Employees may obtain further information or explanations from the Library Director or from the Board president.

## **V. COMPENSATION**

#### A. DETERMINATION OF RATES

For all positions other than Library Director, appropriate compensation rates shall be paid as established by the Library Director, subject to budget considerations and Board approval.

#### B. PAY INCREASES

Employees may receive an annual increase in pay. All employees will receive an annual performance review which, at the discretion of the Director, may be a factor in any pay adjustment. The Library Director may authorize additional increases in pay dependent on workload and funding availability.

### **VI. STANDARDS FOR EMPLOYEES**

Employees are expected to work in a competent and conscientious manner which reflects favorably upon the employee and the Library District. Instances may occur when an employee has exhibited questionable behavior and corrective action is necessary. The following are examples of behavior which would justify corrective action:

1. Fraud in securing employment
2. Incompetency
3. Inefficiency
4. Unauthorized absences (unauthorized absence for three consecutive work days will be considered a voluntary resignation)
5. Repeated absence or tardiness
6. Neglect of duty
7. Insubordination or willful misconduct
8. Dishonesty
9. Assuming duties while under the influence of controlled substances or intoxicants; or possession or use of intoxicants or controlled substances during working hours.
10. Conviction of a felony or misdemeanor the circumstances of which are substantially related to the duties performed by the employees.

11. Negligence or willful damage to property.
12. Discourteous treatment of the public or fellow employee.
13. Loss of driver's license if required for their job.
14. Violation of any lawful order, directive, policy, or work rule.

The offenses listed above are not intended to be all inclusive; discipline or discharge may occur for any other reason depending upon, in the sole discretion and opinion of the Library Director, the seriousness of the offense and particular circumstances involved.

## **VII. HARASSMENT ISSUES AND COMPLAINT PROCEDURE**

### **A. HARASSMENT**

The Rhinelander District Library expressly prohibits any form of unlawful employee harassment based on race, color, religion, sex, national origin, age, or handicap. Improper interference with the ability of our employees to perform their expected job duties is not tolerated.

With respect to sexual harassment, the Rhinelander District Library prohibits unwelcome sexual advances, requests for sexual favors, and all other verbal or physical conduct of a sexual or otherwise offensive nature, especially where:

Submission to such conduct is made either explicitly or implicitly a term or condition of employment.

Submission to or rejection of such conduct is used as the basis for decisions affecting an individual's employment; or

Such conduct has the purpose or effect of creating an intimidating, hostile, or offensive working environment.

Sexual harassment includes conduct directed by a person to another person of the same or opposite gender.

Unwelcome verbal and physical conduct of a sexual nature includes but is not limited to the deliberate, repeated making of unsolicited gestures or comments of a sexual nature; the deliberate repeated display of offensively sexually graphic materials which is not necessary for business purposes; or deliberate verbal or physical conduct of a sexual nature, whether or not repeated, that is sufficiently

severe to interfere substantially with an employee's work performance or to create an intimidating, hostile or offensive work environment.

## B. COMPLAINT PROCEDURE

Management is responsible for creating an atmosphere free of discrimination and harassment, sexual or otherwise. Further, employees are responsible for respecting the rights of their co-workers and management.

If you experience any job-related harassment based on your sex, your race, or another factor, or believe you have been treated in an unlawful, discriminatory manner, promptly report the incident to the Library Director who will investigate the matter and take appropriate action. If your complaint relates in any way to the Library Director, then the appropriate person to report the problem to is the President of the Library Board. Your complaint will be kept confidential to the maximum extent possible.

The Rhinelander District Library expects full cooperation of all employees in maintaining a work environment free of harassment and the full cooperation of all employees in the investigation of any complaints. Failure to cooperate in such an investigation will subject the employee to disciplinary action, up to and including discharge.

If the Library Director determines that an employee is guilty of harassing another employee, appropriate disciplinary action will be taken against the offending employee, up to and including discharge.

The Rhinelander District Library prohibits any form of retaliation against any employee for filing a bona-fide complaint under this policy or for assisting in a complaint investigation. However, if after investigating any complaint of harassment or unlawful discrimination, the Library Director determines that the complaint is not bona-fide or that an employee has provided false information regarding the complaint, disciplinary action, up to and including discharge, may be taken against the individual who filed the complaint or who gave false information.

## **VIII. AUTHORITY TO AFFECT PERSONNEL ACTIONS & GREIVANCE PROCEDURES**

Authority to appoint, promote, transfer, demote, discipline up to and including discharge is vested in the Library Director and such other officials as are formally designated to act for him/her, except that personnel actions relating to the Library Director shall be reserved for Board action. Prior to the suspension or discharge of any regular employee the Library Director shall notify the Library Board of Trustees allowing for sufficient time for a three-member Ad Hoc Committee of

the Board to call a meeting to review the proposed action. The Ad Hoc Committee reserves the right, as it deems necessary and appropriate, to interview or to request written statements from any or all persons having an interest in the proposed action. This grievance procedure is adopted pursuant to Section 66.0509, Wis. Stats. The Library grievance procedure is intended to provide a timely and orderly review of disputes regarding: a) employee terminations, b) employee discipline, and c) workplace safety.

**Definitions for terms used in this document:**

**"Days"**: means business days, excluding Saturdays, Sundays, and Library holidays.

**"Discipline"**: means any employment action that results in disciplinary suspension without pay, disciplinary reduction in pay or other benefits, disciplinary demotions and terminations. The term "discipline" does not include verbal notices or reminders, written reprimands, performance evaluations, documentation of employee acts and/or omissions in an employment file, non-disciplinary demotions, non-disciplinary adjustments to compensation or benefits, actions taken to address job performance such as establishment of a performance improvement plan or job targets; placing an employee on paid leave pending an internal investigation; or other personnel actions taken by the employer for non-disciplinary reasons.

**"Employee"**: shall not include Board members, statutorily appointed individuals identified specifically in statute as serving at the pleasure of an appointing authority; and independent contractors.

**"Hearing Officer"**: means the impartial hearing officer required pursuant to Section 66.0509(1m)(d)2, Wis. Stats. The impartial hearing officer selected by the Rhinelander District Library shall not have a direct interest in the case and shall be an outside independent person not employed by the Library.

**"Termination"**: means a discharge from employment for rule violations, poor performance, acts detrimental to the employer or other acts of misconduct. The term "termination" does not include: a voluntary quit, completion of seasonal employment, completion of temporary assignment, completion of contract, layoff or failure to be recalled from layoff at the expiration of the recall period; retirement, job abandonment ("no call, no show" or other failure to report to work); or termination of employment due to medical condition, lack of qualification or license, or any other cessation of employment not involving involuntary termination.

**"Workplace Safety"**: means any alleged violation of any standard established under state law or rule or federal law or regulation relating to workplace safety.

Workplace safety does not include issues regarding hours, overtime, sick leave, family or medical leave, breaks, vacation or compensation.

**Steps and Process:**

1. Employees should first discuss complaints or questions with their immediate supervisor. Every reasonable effort should be made by supervisors and employees to resolve any questions, problems or misunderstandings that have arisen before filing a grievance
2. If the grievance is not settled at the first step, the employee must file a written grievance with the Library Director within 10 days of the termination, discipline or actual or reasonable knowledge of the alleged workplace safety issue. The Library Director will meet with the grievant within 10 days of receipt of the written grievance. The Library Director will provide the grievant with a written response within 10 days of the meeting. A copy of the Employee's grievance and the Library Director's response shall be filed in the Director's office.
3. The employee may request an appeal of Step 2 to a hearing officer by filing a written request with the Library Director within 15 days of receiving the written response. The Library Director will work with the selected hearing officer and grievant to schedule a mutually agreeable hearing date. The hearing officer shall provide the employee and Library Director with a written decision no later than 20 days after the hearing date. A copy of the decision will be filed in the Director's office.
4. The non-prevailing party may file a written request with the Library Director for an appeal to the Board of Trustees for the Rhinelander District Library within 10 days of receipt of the hearing officer's decision. The Library Director shall notify the Board of Trustees Chairperson and the Board of Trustees about the request as soon as possible. The Board of Trustees shall decide the matter and issue a written decision within 10 days of the filing of the appeal. The Board of Trustees may sustain, deny or modify the recommendation of the impartial hearing officer. The decision of the Board of Trustees shall be final and binding. A copy of the Board of Trustees decision shall be provided to the employee and filed in the Library Director's office.
5. All timelines may be extended by mutual written agreement of the Library and employee. Without such agreement, a failure of the employee to adhere to any of the specified timelines shall preclude any further consideration of the grievance. If the grievance is not answered within the time limits, at any stage, the employee may proceed to the next available step within 7 days. The grievant and Library may mutually agree in writing to waive a step or multiple steps within the procedure.
6. Granting the requested or agreed upon remedy resolves the grievance.

### **Grievance Requirements:**

The written grievance must include the following:

1. Name of the grievant or names of grieving employees.
2. A statement of the pertinent facts surrounding the nature of the grievance.
3. The nature of any rule or policy violations
4. The date or dates the incident or incidents occurred or the date the alleged workplace safety concern was discovered.
5. The steps taken to informally resolve the grievance, the individuals involved in the attempted resolution, and the results of such discussion.
6. The specific remedy requested.
7. Signature of the grievant or signatures of grieving employees with date.

### **Procedure Before the Hearing Officer:**

The hearing officer shall define the issues, identifying areas of agreement and identifying the issues in dispute and hear evidence and arguments. The hearing officer will determine whether the Library acted in an arbitrary and capricious manner. A decision will not have been arbitrary or capricious if it was made in the best interest of the Library. In all cases, the grievant shall have the burden of proof to support the grievance. This process does not involve a hearing before a court of law; thus, the rules of evidence will not be strictly followed. However, no factual findings may be based solely on hearsay evidence.

The hearing officer may require the employee and Library to submit materials related to the grievance and witness lists in advance of the hearing in order to expedite the hearing. The hearing officer shall sustain or deny the decision of the Library Director. The hearing officer is not given authority to modify the decision made by the Library Director. The hearing officer is not given authority to grant in whole or in part the specific request of the grievant. Within 20 days after the hearing, the hearing officer will issue a decision in writing indicating the findings and reasons for the decision.

If the hearing officer's decision on any grievance is appealed, only the issues raised in the hearing may be appealed. Issues are not subject to modification in the appeal process.

### **Hearing Officer's Decision:**

The hearing officer's written decision must contain:

1. A statement of pertinent facts surrounding the nature of the grievance.
2. A decision as to whether the grievance is sustained or denied, with the rationale for the decision.
3. A statement outlining the timeline to appeal the decision.

### **Representation:**

Both the employee and the Library may be assisted by a representative of their own choosing in person or by teleconference at any point during the grievance process.

### **Consolidation:**

The Library and/or the hearing officer may consolidate grievances where a reasonable basis for consolidation exists.

If more than one employee is grieving the same issue or circumstance, a single grievance may be made. A group grievance must be signed by all grieving employees and must indicate that it is a group grievance at the second step in the grievance process.

### **Costs:**

Any expense incurred by an employee in investigating, preparing, or presenting a grievance shall be the sole responsibility of the employee. Each party (employee and employer) shall bear its own costs for witnesses and all other out-of-pocket expenses, including possible attorney fees. The fees of the impartial hearing officer shall be divided equally between the parties with the employee(s) paying half and the employer paying the other half.

The above section (VIII. AUTHORITY TO AFFECT PERSONNEL ACTIONS & GRIEVANCE PROCEDURES) was approved by the Rhinelander District Library Board of Trustees November 18, 2011.

## **IX. SEPARATIONS**

### **A. RESIGNATIONS**

An employee who desires to terminate his/her employment is expected to submit a written resignation at least 2 weeks in advance, setting forth the reason for resigning.

#### B. REDUCTION IN FORCE

If it is necessary to reduce personnel, the selection of employees to be retained is based primarily on their relative efficiency and the necessity of the job entailed.

### **X. CLASSIFICATIONS OF EMPLOYEES**

#### A. WORKING HOURS

For purposes of determining eligibility for insurance, vacation, holiday pay, and other benefits offered to its employees, the Rhinelander District Library uses the following classifications:

1. Regular full-time: Employees normally scheduled to work 40 hours per week on a year-round basis.
2. Regular part-time: Employees normally scheduled to work fewer than 40 hours per week on a year-round basis.
3. Temporary: Employees hired on a full or part-time basis for a limited or specific period of time. Examples include students hired to work during summer vacation and employees who are hired to fill temporary vacancies due to leaves of absence or to fill temporary positions.
4. Training Period: New employees shall be expected to serve a 6 month training period. After 30 days of employment, the employee shall be eligible for sick leave, holidays and floating holidays. No other compensated leaves during the training period are available. The training period may be extended by the Director.

#### B. OVERTIME -- EMPLOYEES OTHER THAN EXEMPT EMPLOYEES

Overtime hours shall be compensated at one and one-half times the normal hourly rate of pay after 40 hours per week. With the express consent of both the employee and the employee's supervisor, compensatory time off may be permitted. Employees may not bank more than 240 hours of compensatory time. Upon termination of employment, the employee will be paid for compensatory time in the employee's bank based on the final rate of pay of the employee or the average rate of pay received by that employee during the last 3 years, which ever is higher.

### C. EXEMPT EMPLOYEE OVERTIME AND COMPENSATORY TIME

No overtime or compensatory time is available to exempt employees. For these employees a reasonable amount of release time during normal working hours shall be allowed to attend medical, dental, or personal business to be approved by the Director. The Director or the Board may require from exempt employees an accounting of time taken during business hours.

## **XI. ABSENCE FROM WORK**

The Rhinelander District Library provides the following holidays to eligible regular full-time and/or regular part-time employees who have completed thirty (30) days of employment, based on the number of hours they are normally scheduled to work.

### A. HOLIDAYS

For each of the holidays listed below, the library will be closed.

Regular Full-Time Employees and regular Part-Time Employees (prorated time) shall have these paid holidays each year as follows:

New Year's Day  
Memorial Day  
Fourth of July  
Labor Day  
Thanksgiving  
Christmas Eve Day  
Christmas Day  
New Year's Eve Day  
Good Friday-afternoon  
Saturday before Easter

In addition, Full-time Employees and regular Part-Time Employees shall have 2 Floating holidays (personal days).

When New Year's Day, Fourth of July, or Christmas falls on a Sunday, the following Monday will be the holiday. If the holiday falls on a Saturday, Sunday or during the regularly scheduled day off of an employee, compensatory time will be scheduled by the Circulation Supervisor and Associate Director.

Regular Full-Time Employees and regular Part-Time Employees (prorated time) shall be allowed these paid holidays each year as follows:

New Year's Day	Thanksgiving
Memorial Day	Christmas Eve Day
Fourth of July	Christmas Day
Labor Day	2 Floating holidays (personal days)

Full-time employees receive the following half-day holidays:

New Year's- afternoon  
Good Friday-afternoon  
Saturday morning before Easter

When New Year's Day, Fourth of July, or Christmas falls on a Sunday, the following Monday will be the holiday. If the holiday falls on a Saturday, Sunday or during the regularly scheduled day off of an employee, compensatory time will be scheduled by the Circulation Supervisor and Associate Director.

## B. VACATIONS

All regular full-time employees are eligible for vacation with pay each year according to the following schedule:

### Nonexempt employees

<u>Years of Service as of Anniversary Date</u>	<u>Annual Vacation Allowance</u>
Hiring -5 years	10 days
6 years – 10 years	15 days
11 years-20 years	20 days
21 years and over	25 days

### Exempt employees

Hiring – 20 years	20 days
21 years and over	25 days

Part-time regular employees accrue vacation on schedules proportionate to these but are paid only for the number of hours they would normally be scheduled to work during the vacation period. For example, a part-time regular employee who is regularly scheduled to work twenty hours per week can only be paid for twenty hours each week of vacation.

Accrued vacation not taken by employees may be accumulated, not to exceed five (5) working days. Exempt employees may accumulate ten (10) not used vacation days per year with a maximum accumulation of twenty (20) days. Employees forfeit accrued time in excess of these limits.

The date of hire shall be the vacation anniversary. Annual vacation benefits for those employees who have been granted a leave of absence shall be determined on a prorated basis for the year in which the leave of absence was taken.

Employees are encouraged to take annual vacations to the extent of the amount of earned vacation. Vacation requests must be made in writing to the employee's immediate supervisor.

No overtime will be granted for employees who use work time and vacation time to make a full week of employment. There is no overtime on vacation pay.

### C. SICK LEAVE

Regular full-time employees receive eight (8) hours of sick leave per month of regular employment. Regular part-time employees shall receive 1 day of sick leave per month prorated to average hours worked. Unused sick leave may accumulate to a maximum of 1000 hours.

Sick leave may be drawn upon, when due to illness or temporary disability, the employee is unable to perform their required duties. Employees taking sick leave shall notify their supervisor as soon as possible. Sick leave may be used in increments of not less than one-quarter (.25) hour. Sick leave may be used for an employee's medical or dental appointments. Sick leave may be used to accompany immediate family members to medical or dental appointments.

In the event of serious illness in an employee's immediate family, absence of up to and including three days is allowed without loss of pay and shall be deducted from accumulated sick leave. For the purposes of sick leave, immediate family shall include: mother, father, spouse, child, or sibling.

When an employee is aware in advance that sick leave benefits will be needed or due, it shall be the duty of the employee to notify their supervisor as far in advance as possible.

In the event of an extended absence due to sickness or temporary disability of the employee, stemming from such causes as heart attack, stroke, cancer, pregnancy, etc., the employee may take an unpaid medical leave of absence only after utilization of all accumulated sick leave has been used.

Sick leave may be used for purposes outlined in this policy. The Library reserves the right to require confirmation of an illness or disability from a certified medical professional.

The Rhinelander District Library is a covered Employer under the State of Wisconsin and Federal Family Medical Leave Act. An eligible employee has rights and obligations under both the State and Federal Acts. The employee may request of their supervisor additional information about the benefits and obligations should situations warrant. The employee has an obligation to inform their supervisor that their circumstances may invoke the application of either Leave Act.

Pregnancy Leave. So long as State and/or Federal law require it, the Board shall allow employees on maternity leave to utilize sick leave during the period they are unable to perform their normal duties as certified by a licensed physician. Upon utilization of all accumulated sick leave, employees may request personal leave according to the procedure contained herein.

Retirement Sick Leave Payout for Unused Days. Full time employees may choose to receive their unused sick leave, up to a maximum of 1000 hours valued at their then-current rate of pay, placed in trust of the City Treasurer, to be used to pay health insurance benefits for the retiring employee and his or her family until the funds are exhausted. Part time employees are entitled, and full time employees may choose at retirement to expend their unused sick leave as final paid days off. A retiring employee is defined for the purposes of this section, as an employee who qualifies for and receives their Wisconsin Retirement Fund compensation according to its requirements.

#### D. WELLNESS DAYS

After accumulating forty-eight (48) days of sick leave, if, during the next calendar year, an employee does not use any sick leave, that employee will be granted two (2) days off with pay the following year. If the employee uses only one (1) sick leave day, that employee will be granted one (1) day off with pay. If the employee uses two or more sick leave days in that calendar year, the employee will receive no bonus wellness days. These wellness days will not be deducted from the employee's accumulated sick leave credit.

#### E. BORROWED SICK TIME

An employee may choose to anonymously give up to six (6) days of accumulated sick leave days to a fellow employee who needs extra sick leave because of

extenuating circumstances. The employee must have at least 24 hours of sick leave remaining after they give sick leave to another employee.

#### F. MILITARY LEAVE

Leaves of absence without pay for military or reserve duty are granted to full-time employees. If you are called to active military duty or to Reserve or National Guard training, or if you volunteer for the same, you should submit copies of your military order to your supervisor as soon as is practicable. You will be granted a military leave of absence without pay for the period of military service, in accordance with applicable federal and state laws. If you are a Reservist or a member of the National Guard, you are granted time off without pay for required military training. Your eligibility for reinstatement after your military duty or training is completed is determined in accordance with applicable federal and state laws.

#### G. JURY DUTY

Employees who are called to serve on a jury or are subpoenaed to appear as a witness before a court or administrative tribunal are reimbursed the difference between the jury or witness fees and their regular earnings. When released from jury or witness duties, employees must immediately return to their job and complete the scheduled work day. Payment by the Court to the employee for travel expense at the prevailing rate may be retained by the employee. Employees must give reasonable advance notice of their intended absence for jury duty or appearance as a witness.

#### H. FUNERAL LEAVE

In the event of a death in the immediate family of a full or regular part-time employee, the employee may request funeral leave from the Library Director, and upon such request be granted up to, but not to exceed, five working days with pay for the purposes of arranging for and attending the funeral. Immediate family for purposes of this section shall include the employee's spouse, children, parents, brother, sister, mother-in-law, father-in-law, daughter-in-law, son-in-law, grand parents.

In the event of a death of the extended family of a full time or regular part-time employee, the employee may request funeral leave without pay from the Library Director.

#### I. LEAVE WITHOUT PAY

The Director may grant a leave of absence without pay to an employee upon the receipt of a written request. Reasons and advanced timing shall be given if at all possible. Request for leave by the Director shall be made to the President of the Board.

## **XII. RETIREMENT / INSURANCE / FRINGE BENEFITS**

### **A. RETIREMENT**

The Library District pays only the employer's share to the State Retirement Fund.

### **B. MEDICAL INSURANCE**

All full-time employees, working at least 30 hours per week, their spouses and dependents are eligible for the Rhinelander District Library group medical benefit program currently provided through the City of Rhinelander. Employees electing to participate in medical benefits are eligible for coverage 30 days after the first day of the month following employment.

The Rhinelander District Library will pay 90% of the health insurance premium, with the employee contributing 10% of the premium.

All full-time employees may participate in a dental insurance program. The employee shall contribute the administrative fee per month to participate in the dental insurance program. The program is a self-insured program through the City of Rhinelander, in which the Rhinelander District Library will contribute 100% of the benefit per month for either single or family coverage. Benefit premium will be set by the City of Rhinelander.

Employees eligible for the Rhinelander District Library Health Insurance may decline such coverage, and be compensated in the amount of \$250.00 per month for each month they are employed with the Rhinelander District Library and decline the health insurance under the following conditions:

1. The employee is eligible for health insurance, and is not married to another person who has Rhinelander District Library insurance.
2. The employee documents to the Director's satisfaction that he or she has adequate health insurance coverage through another source (i.e., spouse's health insurance plan, or other method of coverage, such as Veterans care). A copy of a valid insurance card will be placed in the employee file.

### **C. LIFE INSURANCE**

Full-time employees may apply for life insurance under the current life insurance provider for the City of Rhinelander. If the employee does not wish to apply, a waiver must be signed. An employee who has signed such a waiver will never again be eligible for this insurance. The Library will pay 25% of this voluntary life insurance premium.

#### D. UNEMPLOYMENT COMPENSATION

The Library District provides Unemployment Compensation coverage for the employees in compliance with Chapter 108 of the Wisconsin Statutes.

#### E. WORKERS COMPENSATION

Workers Compensation is a form of accident and disability insurance to protect you in the event of a job-related injury or illness. Income contribution and medical benefits are provided. The amount of benefits payable and the duration of payment depend on the nature of your illness or injury. The Rhinelander District Library solely pays for premiums for this insurance.

Any job-related illness or injury must be reported immediately to their supervisor. A failure to do so may jeopardize your claim for benefits in connection with the injury or illness.

Employees who are injured on the job may be allowed to return to work provided the Library receives medical verification that the employee is able to perform all of the essential duties and tasks of the employee's position. The Rhinelander District Library reserves the right to require a further medical verification by the doctor of its own choosing at its own expense to determine whether the employee is able to return to work and fully perform the duties of his/her position.

#### F. LONGEVITY

To encourage long tenure of employment longevity pay in addition to wages stipulated will be as follows:

A. After 5 years of service	\$120.00 per year
B. After 10 years of service	\$240.00 per year
C. After 15 years of service	\$360.00 per year
D. After 20 years of service	\$480.00 per year
E. After 25 years of service	\$600.00 per year
F. After 30 years of service	\$720.00 per year
G. After 35 years of service	\$840.00 per year

Longevity pay will be paid for the entire year on the first pay period in December within the year longevity is reached.

### **XIII. GENERAL / ADMINISTRATION**

#### A. DRUG FREE WORKPLACE

The Library endorses the Drug Free Workplace Act and adopts the Drug Free Workplace statement, which is attached as Appendix A. The Library is a Drug Free Workplace. Employees working under the influence of alcohol or controlled substances are subject to disciplinary action, up to and including discharge. Illegal possession or use of controlled substances by employees either on or off the job may result in the discipline up and including discharge.

Smoking is prohibited for all employees and patrons inside the Library. Employees who smoke outside of the building are admonished to comply with State law and to be conscientious in the proper disposal of cigarette butts. No alcoholic beverage may be consumed on Library premises.

#### B. CONFLICT RESOLUTION

Misunderstandings or conflicts in the workplace can arise in any organization. To ensure effective working relations, it is important that such matters be resolved before serious problems develop. Most incidents resolve themselves naturally. However, should a situation persist that you believe is detrimental to you or to the Rhinelander District Library, you should follow the procedure described here for bringing your complaint to the Director's attention.

You are encouraged to request a meeting with your immediate supervisor and/or the Library Director to help resolve the problem. The Director will consider the facts and may conduct an investigation. You will receive a prompt response regarding your problem.

#### C. VOICE MAIL, E-MAIL, INTERNET USE

Voice mail, email, and internet usage of Library computers assigned to the employee are solely for the purpose of conducting Library business. No communication on these or any other Library devices can be considered private and subject to the Library and/or the public becoming aware of the content of these communications. Employee use of any of the electronic devices including telephone in the Library for personal use may result in unsatisfactory performance review and discipline.

#### D. TRAVEL

Permission All travel for Library business for which an employee seeks reimbursement, shall be in the Library's interest, and all expenses sought for reimbursement shall be actual, reasonable and necessary. All travel must be authorized by either the Director or the Board. Expenses not authorized for

reimbursement include in-town meals (unless included in the registration fee): spousal programs, meals, or lodging; recreational or social events; alcoholic beverages.

Advances and Reimbursement All persons entitled to reimbursement from the Library for travel expenses may accept an advance from the Library upon filing a request for an advance with the Director. The request of the advance must state the anticipated mileage, destination, date, and purpose of the travel, and the reimbursable expenses that are anticipated. Upon the return from the trip, actual mileage and actual receipts are necessary to verify lodging and meal reimbursement. All travel advances in excess of \$10.00 are to be advanced by check.

Mileage Persons entitled to mileage expenses may seek reimbursement for mileage actually driven in their personal vehicles for approved travel, at the standard IRS mileage rate in effect at the time of travel. The IRS reimbursement rate shall include all costs related to the use of a privately owned vehicle including insurance and depreciation. No person may submit a claim for a vehicle to be cleaned or repaired. Parking cost as well as toll costs may be reimbursed. Whenever possible when 2 or more employees are traveling to the same area, they will car share to reduce cost. Rental vehicles should be considered when the economics are to the advantage of the Library.

Lodging Lodging will be reimbursed for the actual and reasonable and necessary expense related to travel that requires overnight housing. Individually, lodging shall be at a hotel or motel reasonably close to the place which the employee is expected to conduct business or to attend a conference during the day, so that additional transportation costs are not incurred. Requests for reimbursement of hotel and motel expenses will not be granted if the out-of-town business is within reasonable driving distance from the City of Rhinelander. The Board may grant permission for such housing in special circumstances. Employees will be reimbursed only the cost of a single room. No reimbursement will be made for larger room or specialty rooms such as views or poolside. Employees should attempt to pay in advance for lodging with Library checks to eliminate sales tax charges. A receipt is required for reimbursement of lodging expense.

Meals Employees or Officials may seek reimbursement for out-of-town meal costs. Regardless of the amount spent for meals, the Library will reimburse a maximum of a total of \$39.00 per day: 25% for breakfast, 25% for lunch, and 50% for dinner. If a meal is included as part of a registration fee being paid by the Library, the employee may not also claim meal reimbursement. A receipt for each meal is required, and the Library will reimburse the actual cost of the meal, not to exceed the amounts stated above. Reimbursement for breakfast or lunch will be allowed if the employee is required to leave the City of Rhinelander one hour prior to his normal work hour, or one hour prior to his normal lunch hour. Dinner will be allowed if he or she returns after 6:00 p.m. When a full day meal

per diem is claimed, receipts may be combined in any fashion, up to the daily allowance, regardless of individual meal costs.

#### D. PROFESSIONAL DEVELOPMENT

Philosophy. The Library recognizes that employees who engage in professional activity bring additional benefits to the Library. These benefits include better trained employees, recognition by peers, and resource sharing opportunities. Employees are encouraged to participate in such activities.

Professional development activities include, but are not limited to, reading professional literature, becoming a member of a professional association, attending professional meeting and conventions, serving as an officer in a professional association, and serving as a consultant or board member for a professional or collaborative organization. Professional development or training may be assigned by the Circulation Supervisor, Associate Director, or Director.

Associations. Membership in professional associations is encouraged by the Library; The Library will contribute toward the dues and/or membership fee for any exempt employee wishing to join a qualifying professional or service organization. Eligible professional associations will deal with public or school libraries, literacy, Wisconsin and/or local history, or genealogy. Eligible service organizations will have a local chapter and support a mission that could include Library objectives. Eligible organizations will be determined by the Director. Organizations whose focus is principally legislative lobbying are ineligible.

1. Director. Full individual member dues to the American Library Association and the Wisconsin Library Association, including sub-divisions, sections and roundtables; full dues to one service organization, ½ individual dues for other associations.
2. All other exempt staff. Individual member dues to the Wisconsin Library Association; ½ dues for other associations.
3. All nonexempt employees. One-half individual member dues for the Wisconsin Library Association for the first time members of the Wisconsin Library Association.

Approval On-the-job professional development activities may involve up to 10% of an employee's work schedule. Continuing

education and professional development will be set, discussed and evaluated in each employee's annual evaluation. Commitments requiring work off-site or more than 10% of an employee's time must be cleared by the Director before an employee makes any commitment. In a case where the Director's involvement is concerned, approval must be obtained from the Board.

Expenses. Employees working for a professional organization may do so on Library time as long as the participation is approved by the Director or the Board. Cost of travel, lodging, meals registrations, postage, communications, office supplies, and other incidental expenses should be born by the professional organization. Upon approval of the Director, the Library may contribute to the expenses when a clear and definable benefit to the Library can be shown.

#### E. POLITICAL ACTIVITIES

1. Rights of Employees. Employees have the right to run for public office, personally support other candidates for public office, and support or oppose political referendums, initiatives and measures. Employees are encouraged to be active citizens, exercising democratic rights. The Library, as a tax-supported institution, must remain politically neutral. These guidelines are set forth to separate the individual from the institution.
2. Campaigning Employees may not campaign for specific candidates, parties, and/or issues while on paid time at the Library. Vacation time may be used by the employee to participate in political campaigns.
  - A. Use of facilities and resources Politically neutral displays and activities promoting democratic responsibilities are appropriate. Sample ballots may be displayed and distributed at the Library. Meetings featuring candidates and other speakers promoting or opposing political candidates or issues may be appropriate if all sides are given equal opportunity to present their views. These meetings would have to be approved by the Director and fall within the general guidelines for meeting room use as described elsewhere. The Director has sole discretion over interpretation of this policy.
  - B. Use of Library name Employees campaigning for themselves, other candidates or issues may state their employee relationship with the Library as long as it remains clear that the individual is supporting the candidate or issue and in no wise does the statement express or imply Library support for a particular issue or candidate. The Director should

be consulted before any use of the Library's name in any political campaign.

**EMPLOYEE ACKNOWLEDGEMENT:**

I, \_\_\_\_\_, acknowledge receipt of this employee policy.

I understand that while the Rhinelander District Library believes wholeheartedly in its policies and procedures, many of which are set out in the Handbook, they are not conditions of employment. Rather, the Employee Policies contained here are simply a means to acquaint me with the Rhinelander District Library and its operations, and provide guidelines in regard to its policies and my employment.

I understand that the Employee Handbook does not constitute a contract of employment, express or implied, between the Rhinelander District Library and myself and that no oral statements by supervisors or management can alter this disclaimer or create a contract. Only the Director of the Rhinelander District Library has the authority to create an employment contract, and such contract must be in writing and signed by the Director to be valid. I understand that my employment with the Rhinelander District Library is "at-will", not for any definite period of time, and may be terminated by myself or the Rhinelander District Library at any time for any reason.

I understand that the Rhinelander District Library reserves the right to modify, amend, or delete any provisions of the Employee Handbook at any time. I will receive copies of any such modifications, amendments, or deletions.

I understand that this Employee Handbook supersedes all previous manuals, handbooks, and personnel policies that I have received or have been advised of by the Rhinelander District Library. I also understand that any subsequent revisions to the provisions of this Handbook after I commence my employment will supersede those contained herein.

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Employee Signature

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Date