

CAPITAL AREA DISTRICT LIBRARIES
HUM 221 Non-Union
Administrative Employees
Policy Manual
DECEMBER 20, 2023

Welcome

Welcome to Capital Area District Libraries! We are the 5th largest public library serving more than 230,000 people in Michigan.

Capital Area District Libraries was created when the Ingham County Board of Commissioners entered into a District Library Agreement with the City of Lansing March 10, 1997 to establish a District Library pursuant to the District Library Establishment Act, 1989 PA 24. The major source of funding for Capital Area District Libraries is a millage approved by voters.

The Capital Area District Libraries' Board of Trustees ("Board") has seven members. Five (5) members are appointed by the Ingham County Board of Commissioners and two (2) members are appointed by the City of Lansing.

The Board is the body legally responsible for performing the duties assigned to it by state and local laws. The Board determines how the revenue of the Library will be spent. In addition, the Board appoints the Capital Area District Libraries Executive Director ("Director"), establishes all Capital Area District Libraries' (CADL) policies, and is authorized to contract for Library services in and outside of Ingham County.

Purpose and Intent

The purpose of this Policy Manual is to provide a general reference of the policies Capital Area District Libraries adheres to and a general outline of the benefits CADL has to offer. THIS IS NOT A CONTRACT. Nothing in this Manual is or should be construed as a binding term or condition of employment.

All Managerial non-union administrative employees (NUA employees) of CADL serve at the will of CADL and can be terminated at any time upon the recommendation of CADL's Executive Director and within the sole discretion of a majority of the Board of Trustees of CADL.

The following NUA employees of CADL are not in managerial positions (Administrative Assistant; Accounting/Finance Assistant; Purchasing Assistant; Human Resources Assistant; Office Clerk), serve at the will of CADL, and can be terminated at any time within the sole discretion of the Executive Director.

This Manual constitutes the employment policies of CADL, and it shall not be altered or amended without the concurrence of the majority of the Board of Trustees of CADL. The Board of Trustees reserves the right to unilaterally change CADL's personnel policies within its sole discretion.

This Manual supersedes all prior manuals as well as employment relationships, whether oral or written, between CADL and NUA Employees. Previous manuals and employment relationships, if any, whether oral or written, are canceled.

No Employee and/or Board Member and/or agent of Capital Area District Libraries is authorized to make an oral representation or promise to an NUA Employee which changes the policies set forth in the NUA Employee Manual. Oral expressions or promises made to an NUA Employee shall not be interpreted to create a contractual relationship between an NUA Employee of CADL and CADL, nor shall such communications alter the "at will" employment conditions of CADL. No other statement in this manual shall be construed in any manner to alter the "at will" status of NUA Employees of CADL.

Employment Policies

At-Will Status

As previously indicated, all managerial non-union administrative employees of CADL serve at the will of CADL and can be terminated at any time upon the recommendation of CADL's Executive Director and within the sole discretion of a majority of the Board of Trustees of CADL. NUA employees of CADL not in managerial positions (Administrative Assistant; Accounting/Finance Assistant; Purchasing Assistant; Human Resources Assistant; Office Clerk) serve at the will of CADL and can be terminated at any time within the sole discretion of the Executive Director.

Professional Membership

Managerial NUA Employees are encouraged to join and participate in professional organizations. CADL will pay membership fees up to a total of \$250.00 per year per NUA Employee subject to the approval of the Executive Director. Participation on work time in any organization's events/meetings, etc. must be approved in advance by the Executive Director. Time off to participate will be given at the sole discretion of the Executive Director or designee.

All other NUA staff members are encouraged to join and participate in professional organizations. In order to help achieve this goal, at the request of the employee, the Employer will pay for the basic membership fee for the employee to join the Michigan Library Association or other association approved for that employee in advance by the Executive Director or designee.

Graduate Degrees

CADL encourages NUA Management staff members to obtain a graduate library degree from a school approved by the American Library Association or a graduate business degree from an accredited school of higher education by providing financial support.

Individuals who would like to receive financial support for these programs must submit a proposal to the Executive Director prior to enrolling. The Executive Director's decision to approve financial support will be based on the courses showing a direct benefit to the Employer and on available funds. Financial support will be limited to the amount of tuition not including application, registration, or activity fees. Payment will be limited to \$2,500 per employee per year.

Payment will be based on the successful completion of the classes. Employees must receive a "B" (3.0 on a 4.0 scale) or better, or a satisfactory or passing grade in the event that no letter grade is available for the course, to receive any payments.

Class attendance and homework must be completed on the employee's own time and not during work hours.

Employees who leave their employment with the Employer (whether by voluntary or involuntary separation/termination) within two years of completing the classes must agree to reimburse the Employer for 50% of the amount paid by the Employer for those classes.

An NUA Management staff member who utilizes the tuition benefit stated in this paragraph will still be considered to be an "at will" employee. The conferring of said tuition benefit shall in no way alter the "at will" status of the employee.

Salary and Benefits

All new Managerial NUA Employees negotiate their pay rate at the time of hire. All other NUA Employees are subject to the CADL NUA Employee pay scale. See Appendix B.

NON-UNION ADMINISTRATIVE EMPLOYEES MERIT PAY PLAN

The goals of CADL's Non-Union Administrative (NUA) Merit Pay Plan are the following:

1. Recognize and reward degrees of performance by Non-Union Administrative employees
2. Support and contribute to the accomplishments of organizational goals
3. Provide for flexibility in the context of department/library needs
4. Promote fairness

Under this plan, NUA employees will be given the opportunity to enhance their pay by up to 5% annually based on their completion of job duties and behavior goals set by their supervisor.

In January of each year, the NUA employee will work with their supervisor to set performance goals for the year. These goals may be modified or changed during the year if necessary.

In December of each year, the NUA employee and their supervisor will meet to review the goals and the employee's performance during the year. Based on this information, the supervisor will determine the merit increase for the employee from 0 – 5%.

January 1st – NUA employee's pay increase takes effect

Merit pay increases will be added to the NUA employee's base salary until the salary reaches the ceiling of the authorized salary range for that position. Any merit pay increase that exceeds the salary range ceiling will be paid in the form of a lump sum and not be included in the base salary.

Probationary NUA employees will continue to be evaluated at 3 months and 6 months (non-professional) and 6 months and 1 year (professional) during their 1st year.

Probationary NUA employees who have not been employed a full year will receive a merit increase based on their performance, however, their probationary status will be considered.

Executive Director's Merit Pay Enhancement – At the sole discretion of the Executive Director, a NUA employee may be given a merit pay lump sum bonus up to an additional 3% annually. The money will not be included in the employee's base salary. The amount of the payment is based on the employee's performance including special assignments and additional responsibilities. The Merit Pay enhancement is not guaranteed year to year.

Vacation and Personal Leave

NUA Employees are eligible to accrue vacation time. Full-time NUA employees accrue vacation at the completion of each pay period when 80.0 hours of time is recorded on the time record including holiday time, vacation time, medical time, compensatory time and hours worked. Part-time NUA employees accrue pro-rated vacation at the completion of each pay period when twice the number of hours they are regularly scheduled to work in a week, are recorded on their time card as paid time including holiday time, vacation time, personal time, sick time and hours worked.

Managers accrue twenty (20) days of vacation per year. All other NUA Employees accrue based on the following scale:

First year	3.0770 hours per pay period up to 10 days per year
Second year	3.3847 hours per pay period up to 11 days per year
Third year	3.6924 hours per pay period up to 12 days per year
Fourth year	4.0000 hours per pay period up to 13 days per year
Fifth	4.6154 hours per pay period up to 15 days per year
Sixth year	4.9231 hours per pay period up to 16 days per year
Seventh year	5.2308 hours per pay period up to 17 days per year
Eighth year	5.5385 hours per pay period up to 18 days per year
Ninth year	5.8462 hours per pay period up to 19 days per year
Tenth year	6.1539 hours per pay period up to 20 days per year

All full-time NUA Employees receive sixteen (16) hours of personal leave annually on January 1st. New NUA Employees who begin working after July 1st will receive eight (8) hours for their first year and sixteen (16) every year thereafter. All part-time NUA employees will receive a prorated amount based on their regularly scheduled hours.

Accumulation of vacation for full-time NUA employees is limited to 240 hours. This amount is prorated for part-time employees. When this limit is reached, the NUA Employee will stop accruing vacation time. (Under special circumstances, the Executive Director may allow an NUA Employee to accrue additional time.)

Vacation cannot be used without advanced approval by the NUA Employee's supervisor.

Vacation and personal leave cannot be used in less than fifteen (15) minute segments.

Vacation and personal leave will not be allowed in advance of being earned or in anticipation of future medical leave credit.

Upon resignation or dismissal, accrued vacation up to five weeks (200 hours) will be paid in to NUA Employees who have completed their initial probationary period. This amount is prorated for part-time employees.

Medical "Sick" Leave

Medical Leave is a means of insuring that an eligible NUA Employee will not suffer loss of income in the event of personal illness or the illness of the NUA Employees' spouse, children, parents, or persons for whose financial or physical care the NUA Employee has been principally responsible. Medical leave may also be used for visits to physicians, dentist, counselors, therapists, etc. by the NUA Employee or by those mentioned above.

All full-time NUA Employees earn medical leave credit at a rate of 4.0 hours at the completion of each pay period when 80 hours of time is recorded including holiday time, vacation time, medical time, compensatory time and hours worked. All parttime NUA employees accrue medical leave on a prorated basis.

Medical leave credit for full-time employees may be accumulated to a maximum of 130 days (1040 hours). This amount is prorated for part-time employees.

Medical leave credit may not be used in less than 15-minute segments.

Full-time NUA Employees having over 240 hours of unused medical leave may convert up to a maximum of 80 hours of medical leave into vacation leave at the rate of 16 medical hours to 8 vacation hours as long as their medical hours do not fall below a total of 240 hours. Part-time employees are eligible to convert hours on a prorated basis.

Medical leave will not be allowed in advance of being earned or in anticipation of future medical leave credit. If an NUA Employee does not have sufficient medical leave credit to cover a period of absence due to illness or injury, the time will be charged against vacation time and personal leave credits, until these are exhausted.

Upon resignation, dismissal or retirement from service all medical leave credit shall be canceled and shall not be reinstated or paid for.

Family Medical Leave

The Family Medical Leave Act (FMLA) provides up to 12 weeks of unpaid leave to “eligible” NUA Employees for certain family and medical reasons. NUA Employees are eligible if they have worked for at least one year and for 1,250 hours over the previous 12 months.

Unpaid leave may be granted for any of the following reasons:

1. The birth of the NUA Employee’s child and to care for the newborn child
2. Placement with the NUA Employee of a child for adoption or foster care
3. To care for the NUA Employees’ spouse, son, daughter, or parent with a serious health condition
4. Because the NUA Employee has a serious health condition that makes the NUA Employee unable to perform the functions of the NUA Employee’s job.

Detailed information regarding a leave of absence under the Family Medical Leave Act is available from the Human Resources Office.

Unpaid Leaves of Absence

An unpaid leave of absence is defined as authorized absence from work for a specific period of time. During this time, an NUA Employee is not on pay status, but retains the right to a job when he/she returns. An unpaid leave of absence is granted at the sole discretion of the Executive Director and is usually granted in response to unusual circumstances. It is not a fringe benefit to which any employee is entitled. Any accrued vacation or personal leave time, or sick time cannot be used during any unpaid leave of absence. Any request for an unpaid leave of absence must be submitted, in writing, to the Executive Director at the earliest possible time.

If necessary, the NUA Employee may pay the entire cost of his/her health insurance coverage while on a leave of absence up to a period of eighteen months. Payment for each month’s coverage must be received by the 25th of the preceding month. No vacation time, sick leave or retirement credit is earned during a leave of absence without pay.

Bereavement Leave

Full-time NUA Employees shall be allowed five days leave with pay for absence due to the death of the employees legally married spouse, domestic partner, child, stepchild, parent, stepparent, or a legal guardian.

A full-time employee shall be allowed up to two (2) working days pay for absence due to the death of the employee's sister, brother, uncle, aunt, grandparent, or grandchild, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, legally married spouse's or domestic partner's grandparent, niece, nephew, niece in law or nephew in law. Part-time NUA employees receive this benefit on a prorated basis. Additional time may be taken from accumulated sick, personal or vacation time, if needed.

Upon request, days off may be granted by the NUA Employee's supervisor in the case of the death of other family members or persons for whom financial or physical care the NUA Employee has been principally responsible. This time may be taken from accumulated sick, personal or vacation time.

Holidays

The following are authorized paid holidays for NUA Employees:

New Year's Day	Thanksgiving Day
Martin Luther King Day	The Day After Thanksgiving
Memorial Day	Christmas Eve
Juneteenth	Christmas Day
Independence Day (July 4 th)	New Year's Eve
Labor Day	

Part-time NUA employees receive Holiday pay on a prorated basis.

Benefits

Medical Benefits

CADL will participate in the Ingham County Health Coalition Committee which researches ways to reduce health care cost and to avoid and reduce potential copays for both CADL and NUA employees.

CADL will select and provide a health plan offered through the Health Coalition. In the event that the Health Coalition, provides options of health plans, CADL will maintain the current plan or provide another health plan offered through the Health Coalition. CADL reserves the right to take advantage of any supplemental benefit offered through the Health Coalition which may lower the cost of the premiums.

CADL will offer the prescription drug plan offered through the Health Coalition. In the event, that the Health Coalition, provides options of prescription drug plans, CADL will maintain the current plan or provide another prescription drug plan offered through the Health Coalition. CADL reserves the right to take advantage of any supplemental benefit offered through the Health Coalition which may lower the cost of the premiums.

All non-union administrative employees will be required to pay the cost of their health insurance premiums above the annual caps set by the state for public employees. The money will be automatically deducted through payroll deduction.

An employee who is eligible for medical/hospitalization insurance via another source and who executes an affidavit to that effect may elect not to be covered by the medical insurance provided under this Article. The decision to waive coverage shall be made once per calendar year. A waiver agreement drafted by CADL shall be executed by the employee. In the event the employee elects to forego medical insurance, CADL shall pay an amount based upon the coverage to which the employee is otherwise eligible at the time of election (full family, two-person, single subscriber) directly to the employee as a taxable compensation.

The amounts payable, based on applicable coverage shall be as follows:

Full Family	=	\$100 per month
2-Person	=	\$100 per month
Single	=	\$100 per month

NUA employees losing medical coverage from another source shall notify the Human Resources Department immediately so that the employee and dependents, where appropriate, can be re-enrolled in a health care plan beginning the first day of the month following the loss of alternate coverage.

Dental Benefits

CADL shall provide dental insurance for regular full-time NUA employees and their legal dependents on the first of the month following their date of hire. The coverage is as follows:

<u>Class I Benefits</u>	<u>Insurance Pays</u> (Usual, Customary and Reasonable Fees)	<u>Employee or Patient Pays</u>
Diagnostic	100%	-0-
Preventative	100%	-0-
Emergency Palliative	100%	-0-

<u>Class II Benefits</u>	<u>Insurance Pays</u> (Usual, Customary and Reasonable Fees)	<u>Employee or Patient Pays</u>
Radiographs	50%	50%
Oral Surgery	50%	50%
Restoration	50%	50%
Periodontics	50%	50%
Endodontics	50%	50%

<u>Class III Benefits</u>	<u>Insurance Pays</u> (Usual, Customary and Reasonable Fees)	<u>Employee or Patient Pays</u>
Bridges, Partial And Dentures	50%	50%

<u>Class IV Benefits</u>	<u>Insurance Pays</u>	<u>Employee or Patient Pays</u>
Orthodontics	50%	50%

Payment under this provision is limited to one thousand dollars (\$1,000) maximum per person per contract for Class I, Class II and Class III Benefits. Payment for Class IV

Benefits will not exceed a lifetime maximum of \$1,000 per eligible person. Employees must contribute \$1 per month for the dental benefit.

Vision Benefits

CADL shall provide vision insurance to regular full-time NUA employees and their legal dependents on the first of the month following their date of hire. The coverage is as follows:

Standard Eye Examination and Glasses

- Eye Examination Once each 12 months from last date of service. Examination covered in full less \$10.00 co-pay.
- Spectacle Lenses 1 each 24 months from last date of service
- Frames 1 each 24 months from last date of service

There is a \$25.00 co-pay for lenses and/or frames.

- Contact Lenses – Eye examination covered less \$10.00 co-pay. Maximum allowance of \$105.00
 Elective
- Medically Necessary Covered in full under certain conditions.

Life Insurance

CADL shall provide life insurance coverage in the amount of \$20,000.00, for regular full-time NUA employees effective the first day of the month following the date of hire.

NUA employees may have the option to purchase, at their expense, additional life insurance coverage in amounts and for the cost as allowable and determined by the carrier and Employer. The total cost of such optional coverage shall be paid for by the employee through payroll deduction. The above is contingent upon the carrier accepting and approving any such additional coverage and complying with CADL's requirements.

Disability Insurance

CADL will provide a short-term disability plan as follows for regular full-time NUA employees.

- (A) Upon proper medical determination for disability due to a non-work related illness or injury. The disability carrier will provide fifty (50%) of the NUA employees' gross salary to a maximum of \$1,300 per month to age 65. See the UNUM Disability Plan Document for more information.
- (B) The disability payments shall not commence until the completion of a ninety (90) calendar day elimination period after sustaining the non-work related illness or injury.
- (C) A regular full-time employee may use sick time accumulations during the ninety (90) calendar day elimination period and also may use vacation and compensatory time accumulations. If the employee's total accumulation exceeds ninety (90) calendar days, the short-term disability payment shall commence on the 91st day, at the option of the employee, with the remaining accumulations to stay on record.
- (D) Benefits, such as but not limited to, health insurance, life insurance, dental insurance, shall cease while the employee is being paid disability payments. NUA employees on disability may, however, pay group rates for hospitalization/medical coverage for a maximum of one hundred four (104) weeks.
- (E) "Disability" shall be defined through CADL's disability carrier's contract.

Medical Expense Reimbursement Account

All regular NUA employees are eligible to participate in a Medical Expense Reimbursement account. During open enrollment period, NUA employees can reduce pre-tax compensation by up to the maximum allowed by law, per year and use the money to pay for qualifying medical care expenses incurred by the employee or dependents during the plan year.

Dependent Care Account

All regular NUA employees are eligible to participate in a Dependent Care Reimbursement Account. NUA employees can reduce pre-tax compensation up to the maximum allowed by law per year and use the money to pay for qualifying dependent care expenses during the plan year.

Direct Deposit

All NUA employees must participate in direct deposit or must sign up for the Chase Visa card through our payroll provider.

Retirement

All eligible NUA employees will participate in the Municipal Employees Retirement System (MERS) non-union defined benefit plan.

CADL and NUA employees shall abide by all the terms and conditions of that plan set forth below.

CADL will contribute 18% of the employees' gross salary to the MERS defined benefit plan and NUA employees will be responsible for the remainder through payroll deduction. The amount of the NUA employee's contribution will be set annually based on plan performance and will take effect on January 1st of each year.

Beginning on January 1, 2020, the NUA defined benefit plan for employees is as follows:

B-2, V-6, FAC5 w/ F55/15, E2
(Please see MERS Handbook for complete details and for information pertaining to previous plan details.)

NUA employees in the defined benefit plan will be subject to fully vesting after 6 years and eligibility requirements outlined in the plan.

All eligible NUA employees who enroll in the MERS defined benefit plan hereby authorize CADL to make the appropriate payroll deduction for the employee's percentage amount of the Defined Benefit plan as calculated by MERS.

All Technical, Clerical and Para-professional NUA employees who work 10 eight-hour days per month and all Professional NUA employees who work 10 four-hour days per month qualify for retirement benefits.

All unused and accumulated vacation time will be paid to any full-time NUA employee up to 200 hours, or 5 weeks, upon their retirement. All unused and accumulated vacation time will be paid to any part-time NUA employees at a pro-rated basis up to 200 hours, or 5 weeks, upon their retirement. All unused and accumulated sick and personal leave will be forfeited by the employee upon their retirement.

Upon retirement, any person covered under this agreement, whether such person was hired through Ingham County, the Lansing School District, or directly with CADL, shall not be entitled to any health benefits from CADL or any other benefits from CADL.

Employer's Right to Change and/or Modify Benefits

CADL retains the right to unilaterally change the method of providing, including changing carriers, and funding the benefits herein. The benefits provided shall meet the minimum requirements set forth in this Article. CADL may elect to provide benefits in excess of the minimum listed in this Article. Providing such benefits in excess of the required minimums shall not become a term and condition of employment, and CADL is free to unilaterally change these benefits to those benefits minimally required.

CADL reserves the right to establish a self-insurance program which will provide substantially the same or equivalent benefits insofar as is possible except as to the administration of such insurance. The Library may change carriers and/or plans provided the new plan provides the same or substantially equivalent benefits in so far as is possible.

All insurance premiums shall be paid by CADL commencing at the time of the next regular payment made in accordance with CADL's procedures following the month of employment. NUA Employees who are laid off or go on an unpaid leave of absence shall assume full cost of such premiums commencing the first full month following their layoff or commencing their leave of absence.

NUA Human Resources Policies and Procedures

NUA employees must abide by the human resources policy and procedure manual which is located on the staff intranet.