

Las Vegas-Clark County

**LIBRARY**

**DISTRICT**

[www.lvccld.org](http://www.lvccld.org)

# Personnel Policies and Procedures Manual

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## CHAPTER I: INTRODUCTION

### A. Purpose

The purpose of this Personnel Policies & Procedures Manual is to provide all employees with information on the Las Vegas-Clark County Library District's operations, policies, and benefits. The Library District reserves the right to modify, amend, or change the policies contained herein in accordance with applicable law and all employees are charged with the responsibility of familiarizing themselves with all published changes and shall immediately comply with such changes.

No Library Trustee, Executive Council member, supervisor or employee is authorized to make any oral representations or promises that vary from the provisions of these policies or that vary from the departmental rules and regulations (if any) applicable to that employee's department/division/section. Any such oral representations or promises are hereby declared to be null and void and should not be relied upon by any employee.

Nothing herein or in any revision or supplement hereto shall constitute or be considered an individual contract of employment or a guarantee of individual employment for any term. Copies of this Manual will be made available to all employees.

### B. Objectives

The Las Vegas-Clark County Library District (hereinafter "the District") declares: That the citizens and patrons of the area served by the District deserve the highest quality of library services; that employment opportunities in the District will be open to all citizens; that the District recognizes its obligation to treat all employees fairly, at all times; that the continuation of employment depends upon satisfactory performance of duties; and that the Library Board of Trustees and the Executive Director are dedicated to making the District a model employer. To that end, these basic personnel policies and procedures are adopted to guide and govern the employment of District employees.

### C. Mission Statement

The District's mission is to provide welcoming and inspiring spaces for reading, learning and achieving, and the tools and resources that families, children, teens and adults need to succeed. The Library is committed to building communities of people who can come together to pursue their individual and group aspirations. The District is guided by the principles of Public Librarianship and First Amendment Rights. The District protects library materials from censorship.

### D. Definitions

Acting Pay	Acting pay is an increase in the wage awarded to an employee who is required to temporarily assume the full responsibilities and duties of a position that is at a higher wage rate. All acting pay must be approved by the Executive Director and will only be given if the employee assumes the full responsibilities of a higher classification.
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	for a period of more than twenty (20) successive working days in a calendar year.
Appointment	The act of hiring an employee and placing the employee on the payroll of the Las Vegas-Clark County Library District.
Callback Pay	Callback pay is the period of time the employee is in paid status, after being called to return to work. Standby ceases once an employee is called back into work.
Class	A group of positions which have essentially similar duties and responsibilities and which can be allocated to the same wage range, are in the same category of employment, and can be designated by the same general title. The term "class" is also used interchangeably with "classification."
Class Specification	A written description of a class, consisting of a title, a definition, examples of duties and minimum qualifications. Class specifications are descriptive and explanatory of the general work required in positions in that class and are not necessarily inclusive of all duties to be performed in a particular position.
Classification	A systematic process of analytically grouping positions into classes based on the similarity of actual duties and responsibilities. The meaning of this term is not to be confused with a group of positions within a class.
Classification Plan	All classes which have been established, along with the rules for maintaining the plan and class specifications.
Compensation	The salary or wage, fringe benefits, and other forms of compensation paid to an employee by reason of service in a position.
Compensation Plan	The allocation of established classes to the appropriate ranges on a wage schedule.
Demotion	The movement of an employee to a position assigned to a lower wage range.
Exempt Employee	An employee whose job classification is exempt from overtime compensation in accordance with the Fair Labor Standards Act and any applicable state law.
Hire Date(s)	The date of hire of the employee with the District which reflects the length of continuous active employment. If there is a break in service, and the employee is rehired, then the employee will have an INITIAL HIRE DATE, which indicates the first date of hire with the District and a LAST

DATE OF HIRE, which indicates the most recent date that the employee was rehired.

Non-Exempt Employee	An employee whose responsibilities and duties meet the definitions and requirement of the Fair Labor Standards Act for being paid overtime for work beyond forty (40) hours per week.
Position	A group of duties and responsibilities normally requiring the employment of one employee on a full- or part-time basis.
Probationary Period	A period of not less than six (6) months during which a newly hired employee is evaluated with respect to capability and suitability to perform the duties of the position.
Promotion	The movement of an employee into a position with a higher wage range.
Reclassification	The reallocation of a position to another class based upon a comparative reevaluation of the content and difficulty of the job duties and responsibilities.
Regular Workweek	The regular workweek for full-time employees who work 2,080 hours per annum, shall consist of five (5) consecutive days with two (2) consecutive days off. Deviation from this schedule will require a written waiver from the employee, and shall not be unreasonably withheld by the employer. The regular workweek for exempt employees shall consist of five (5) consecutive days, with two (2) consecutive days off.
Regular Workday (Shift)	The regular workday (shift) for full-time employees shall consist of five, eight (8) or four, ten (10) consecutive hours a day, not including the meal period, at the discretion of the Library District.
Service Date	The same as Hire Date.
Separation	The process of an employee leaving the employment of the District. Types of separation include resignation, termination, non-confirmation of probationary period, retirement, death, reduction in force, end of contract or position funding.
Standby Pay	Standby pay is the period of time during which an employee is not at work, but is available to return to work prior to his/her next normally scheduled shift, with less than 12 hours notification. The employee must either carry an electronic device or be at a location where he/she can be contacted by telephone, if the need arises. Hours

that the employee is in standby status are not defined as hours worked for purposes of overtime compensation.

Termination	The same as Separation.
Transfer	The movement of an employee from one position to another at the same wage range.
Wage Range	The minimum and maximum base wages, set for each class designated by the compensation plan, which may be paid to an employee working in a position.
Wage Schedule	The ranges for the allocation of classes as established by the compensation plan and adopted by the District.
Workday	The workday is a period of twenty-four (24) consecutive hours beginning at 0001 hours and ending at 2400 hours.
Working Days	Working days, unless otherwise indicated, shall be defined as Monday through Friday, not to include weekends or designated holidays as defined herein.
Workweek	The workweek shall consist of seven (7) days, beginning on Saturday and ending the following Friday.

## CHAPTER II: ADMINISTRATION

### A. Administration of Personnel

#### 1. Role of the Library District's Board of Trustees

As provided by the Nevada Revised Statutes, the Library District's Board of Trustees may appoint an Executive Director for the consolidated Library District who serves at the pleasure of the Trustees.

- a. The Board may propose the issuance of general obligation bonds in an amount not to exceed 10 percent of the total last assessed valuation of the taxable property of the District for the purpose of acquiring, constructing, or improving buildings and other real property to be used for library purposes or for purchasing books, materials or equipment for newly constructed libraries.
- b. The Board may appoint, evaluate the performance of and, if necessary, dismiss an Executive Director.
- c. The Board will provide the library facilities, resources, and trained staff to meet the informational needs of all residents of the District.
- d. The Board may also adopt and revise personnel policies, wage schedules, and job descriptions.
- e. The Board shall also have any other duties, rights, responsibilities and obligations as set forth in the Nevada Revised Statutes.

#### 2. Role of the Executive Director

The Executive Director shall be designated as the fiscal agent of the District and shall administer all functions of the Library District, carry out the policies established by the Trustees and may recommend policies to the Trustees.

The Library Board of Trustees has delegated to the Executive Director the overall responsibilities for managing District employees, and to hire, promote, demote, suspend, discharge, classify, transfer, assign, layoff, or take any other disciplinary action against any employee.

- a. The Executive Director is also empowered to determine appropriate staffing levels, work performance standards, contents of the workday, the quality and quantity of services to be offered to the public, and the means and methods of offering those services.
- b. The Executive Director is authorized and will be responsible for the overall administration of the District's personnel policies and will formulate and enact such administrative rules and procedures as are necessary to carry out the purpose and intent of this Manual.

- c. In performing such administration, the Executive Director may delegate authority as appropriate, and publish administrative or personnel directives to establish District administrative and operational procedures.

3. Role of the Human Resources Director

In conformity with these policies and procedures, and at the direction of the Executive Director, it is the responsibility and duty of the Human Resources Director to:

- a. Supervise and oversee the operations of the Human Resources Department.
- b. Perform such other duties as may be prescribed by these policies and procedures, and/or directed by the Executive Director.

4. Role of Staff Members

It is the primary responsibility of all staff members to operate the District in an efficient and effective manner. Professional knowledge, skills, abilities, and methods are requisite.

**B. Scope and Application**

The provisions of the Personnel Policies & Procedures Manual will apply to all employees of the District, as set forth in the Manual.

In the case of any conflict between this Manual and the provisions of a collective bargaining agreement governing District employees, the collective bargaining agreement shall control. In the event of conflict between this Manual and state, local, or federal law, the terms and conditions of the state, local, or federal law shall prevail.

The Executive Director will direct and promulgate personnel policies as revised and adopted by the Library District's Board of Trustees. The Human Resources Director will be the authorized representative of the Executive Director in the ongoing administration of the Personnel Policies & Procedures Manual.

**C. Personnel Directives**

The Executive Director may publish personnel directives (sometimes identified as guidelines) to clarify personnel policies and to establish operational procedures. These directives will be made available to all employees on District internet.

## **CHAPTER III: GENERAL POLICIES**

### **A. Equal Employment Opportunity Policy**

The Las Vegas–Clark County Library District recognizes not only a legal obligation but a moral and ethical responsibility to provide fair and equitable consideration of applicants and employees without regard to race, color, sex, religion, national origin, ancestry, age, sexual orientation, gender identity/expression, disability, genetic information, military status, political affiliation or any other protected trait. The District will continue to administer all other personnel matters such as hiring, compensation, benefits, transfers, promotions, layoffs, terminations, training, job assignments, reclassification, and social or recreational programs in accordance with this Equal Employment Opportunity Policy.

The District will provide reasonable accommodation to qualified employees and applicants with a physical or mental disability meeting the criteria of the Americans with Disabilities Act (ADA) when informed of the need for an accommodation, unless providing the accommodation would impose an undue hardship on the District.

The District forbids any behavior or conduct, either direct or indirect, which constitutes harassment, including sexual harassment, which is defined as unwelcome behavior of a sexual nature that is made, either explicitly or implicitly, a condition of employment and/or creates a hostile work environment. This subject is addressed more specifically by the District's Policy of Zero Tolerance for Harassment and Discrimination.

The District will investigate all complaints alleging violations of any part of this policy, and employees are assured they will not be retaliated against for filing a complaint. Complaints will be kept confidential to the extent possible, and filing a complaint shall in no way reflect upon an employee's standing with the District.

All employees of the District shall adhere to this policy by supporting a work environment free of discrimination and by developing respectful relationships with their co-workers. Management and supervisory personnel share the responsibility for achieving equal employment opportunities, and shall actively support programs to ensure this policy is carried out. All employees of the Las Vegas-Clark County Library District are expected to comply with this policy in terms of their conduct, which includes an affirmative obligation to cooperate with any internal investigation or other request made by management, in order to ensure that the District meets its equal employment opportunity obligations. Appropriate disciplinary action will be taken against any employee who violates this policy. Based on the seriousness of the offense, disciplinary action may include verbal or written reprimand, suspension, or termination of employment.

### **B. Policy of Zero Tolerance for Harassment and Discrimination**

Harassment and other types of discrimination in the workplace are very serious matters. Such behavior can threaten the mental and emotional well-being of employees. All employees are entitled to work in an environment where they are treated with dignity and respect. Treating others differently, teasing or harming them because of their color or race, national origin, their religious

beliefs or practices, their gender, their actual or perceived sexual orientation or gender identity/expression, their age, or because you believe or they are physically or mentally disabled, is disrespectful and can be hurtful. The District has zero tolerance for any such offensive, demeaning, insulting or otherwise derogatory conduct. Employees who violate this policy will be subject to disciplinary action, up to and including termination of their employment, even for a first offense. Disciplinary action can be taken in cases of inappropriate conduct, even if that conduct does not amount to a violation of the law.

The District's policy strictly prohibits any conduct, whether intentional or unintentional, which results in the harassment or discrimination of employees, including but not limited to discrimination and harassment on the basis of color, race, religion, national origin, sex, age, genetic information, disability or perceived disability, actual or perceived sexual orientation, or gender identity/expression. This policy applies to all such harassing or discriminatory behavior whether engaged in by fellow employees, management personnel, patrons, customers, clients, vendors or any other individuals. Employees should refer to this policy, its prohibitions, reporting procedures, and protections if they feel they are being harassed or discriminated against in any way.

All employees, from highest management to the part-time staff, will be responsible for following this policy and aiding in its enforcement. Additionally, all employees are responsible for maintaining a professional work environment by treating everyone, from supervisors to coworkers, with respect and by being aware of their own behavior toward others in the workplace. This policy equally protects all employees, regardless of whether the employee is hourly, salaried, supervisory, or managerial. Simply put, you are expected to treat others you work with as you would like them to treat you.

### **WHAT IS SEXUAL HARASSMENT?**

In accordance with Title VII of the Civil Rights Act and state law, the District defines one type of harassment, sexual harassment, as "any unwelcomed sexual advances, requests for sexual favors, or other conduct of a sexual nature either verbal or physical" where:

1. Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment;
2. Submission to or rejection of such conduct by an individual is used as a basis for employment decisions affecting such individual; or
3. Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Each employee must exercise his or her own good judgment to avoid engaging in conduct that may be perceived by others as sexual harassment.

### **WHAT TYPES OF ACTIONS MAY BE CONSIDERED SEXUAL HARASSMENT?**

The following are illustrations of actions that the District deems inappropriate under this policy. (These examples are not intended to be all inclusive.)

1. An employee tells jokes or stories that are sexually offensive or have sexual content.
2. A supervisor tells an employee or implies that he or she can earn a promotion or salary increase by providing any form of sexual favor to the supervisor or by dating the supervisor.
3. A supervisor downgrades an employee's performance rating because he or she turned down the supervisor's request for a sexual favor or date.
4. A supervisor criticizes an employee because he or she has not been receptive to sexual conduct.
5. An employee gives unwelcome hugs, kisses, massages, or makes other unwelcome physical contact with another employee.
6. An employee or supervisor pressures an employee for dates or sexual relations.
7. An employee makes unwelcome comments about the appearance or body parts of another.
8. An employee uses profanity that is sexually-oriented or uses sexual terms.
9. An employee makes offensive gestures of a sexual nature or repeatedly stares at another.
10. The workplace contains sexual or sexually explicit material, or pictures or cartoons of naked or scantily-clothed men or women.
11. An employee interferes with another's motion by blocking or standing in uncomfortably close proximity.
12. An employee repeatedly asks another for a date after being turned down in a manner that does not invite a future invitation.
13. A patron, customer, or vendor to the District repeatedly propositions an employee or makes inappropriate comments about a person's sex or appearance.

#### **ARE THERE OTHER TYPES OF HARASSMENT THAT ARE PROHIBITED?**

This policy also prohibits harassment and discrimination on the basis of race, color, national origin, age, gender, religion, genetic information, disability or perceived disability (whether physical or mental), actual or perceived sexual orientation or gender identity/expression. The following are illustrations of actions that the District deems inappropriate. (These examples are not intended to be all inclusive.)

1. An employee makes remarks, stories, or jokes that pertain to or reference people's race, color, national origin, age, gender, religion, genetic information, disability or perceived disability, actual or perceived sexual orientation or gender identity/expression.
2. An employee makes unwelcome comments regarding another's race, color, national origin, age, gender, religion, genetic information, disability or perceived disability, actual or perceived sexual orientation or gender identity/expression.

3. An employee makes disparaging or negative references to another's race, color, national origin, age, gender, religion, genetic information, disability or perceived disability, actual or perceived sexual orientation or gender identity/expression.
4. An employee makes fun of another employee's race, color, national origin, age, gender, religion, genetic information, disability or perceived disability, actual or perceived sexual orientation or gender identity/expression.
5. The workplace contains pictures or images that depict an individual's race, color, national origin, age, gender, religion, genetic information, disability or perceived disability, actual or perceived sexual orientation or gender identity/expression in an unflattering, negative, or disparaging manner.
6. A patron, customer, or vendor to the District makes inappropriate comments about a person's race, color, national origin, age, gender, religion, genetic information, disability or perceived disability, actual or perceived sexual orientation or gender identity/expression.

#### **HOW DO I REPORT SEXUAL OR OTHER HARASSMENT?**

**Do not let the problem continue.** The first and most important thing an employee must do is *speak up*. If the District is not aware of the situation, it cannot help to resolve it. ***The District strictly prohibits any form of retaliation against an employee who files a complaint or cooperates in an investigation.***

Please remember that there is no "chain of command" to follow in order to report any concerns about harassment or discrimination.

Any employee who feels he or she has experienced or witnessed conduct he or she believes is inconsistent with or in violation of this policy should immediately report the conduct, including any conduct that occurs after an initial report, to:

- The Human Resources Director; or
- Any Human Resources staff member; or
- Any Supervisor or Manager

If one of the above individuals is the subject of your complaint, you should contact the other individual. If any of the above individuals are the subject of your complaint or you do not feel comfortable discussing the matter with the above individuals, you should contact another member of management.

**WHAT HAPPENS AFTER I REPORT MY CONCERNS?**

Your complaint of harassment or discrimination will be promptly and thoroughly investigated. To the fullest extent possible, all complaints and the resolutions shall be kept confidential.

If it is determined that harassment or discrimination has occurred in violation of this policy, appropriate corrective action will be taken, up to and including termination.

**WILL I BE DISCIPLINED OR GET INTO TROUBLE IF I COMPLAIN?**

*The District strictly prohibits any form of retaliation against an employee who files a complaint or cooperates in an investigation.* If you feel you have been retaliated against, immediately report your complaint of retaliation to the persons referenced above. Any retaliatory actions toward the person who filed the complaint or toward any person(s) involved in any discrimination or harassment incident (including witnesses) will result in appropriate disciplinary action, up to and including termination.

**IF I AM A SUPERVISOR AND LEARN THAT SOMEONE IS BEING HARASSED OR MAY BE THE VICTIM OF DISCRIMINATION, WHAT DO I DO?**

Any supervisor who is made aware of a complaint regarding harassment, discrimination, and/or retaliation **must immediately** report the complaint to the Human Resources Director or Assistant Human Resources Director. All employees are responsible for helping the District avoid potential claims of harassment, discrimination and retaliation. A supervisor or manager who is aware of any discriminatory, harassing or retaliatory conduct but fails to report it is subject to disciplinary action, up to and including termination of employment.

Contact Person: Human Resources Director  
Windmill Library and Service Center  
7060 West Windmill Lane  
Las Vegas, NV 89113  
(702) 507-6241

**C. General Employee Standards of Conduct**

Each employee of the District is expected to satisfactorily perform the duties of the position for which he or she was hired. Employees have an obligation to follow the direction of, and to comply with, all lawful direct orders given to them by their supervisors. Furthermore, employees are expected to:

1. Arrive at their work location on time;
2. Be able to satisfactorily perform each required work task;
3. Report to work unimpaired from the effects of alcohol, illegal drugs, or prescription medication;

4. Comply with the contents and directives of the Employee Safety Procedures Handbook;
5. Adhere to the policies and provisions of the Personnel Policies & Procedures Manual;
6. Follow the chain of command or line of authority in work-related activities;
7. Arrive at work neatly and professionally dressed; and
8. Comply with all District policies.

**D. Drug Free Workplace Policy**

The Las Vegas-Clark County Library District is committed to maintaining a safe, healthy and productive workplace for the benefit of its employees, clients and the public. Employees have the right to work in an alcohol and drug-free environment and to work with persons free from the effects of alcohol and drugs. Additionally, through this policy, the District hopes to reduce the occurrence of job-related injuries to employees and/or accidental injury to people or property; and to reduce absenteeism, tardiness, and unsatisfactory job performance.

Statement of Policy:

To ensure a safe and productive work environment, while on working time or while on the District's property or in District vehicles, employees are prohibited from:

1. Having present in their bodies, during working hours, levels of drugs or alcohol that impair the employee's ability to perform his or her job duties.
2. Unlawfully manufacturing, distributing, dispensing, possessing, or using alcohol or controlled substances or misusing or abusing prescribed or over-the-counter drugs that impair the employee's ability to perform his or her job duties.
3. Violating any federal or state law relating to drugs or alcohol.

The exceptions to this policy are the authorized possession or use of drugs as prescribed by a physician and used according to prescription instructions.

This policy applies to all employees of the Las Vegas-Clark County Library District.

Employee Responsibilities:

As a condition of continued employment, each employee must:

1. Abide by this Drug Free Workplace Policy; and
2. Notify the Human Resources Director of any criminal drug statute conviction for a violation of federal or state law relating to drug or alcohol

abuse or possession while on or using District property no later than five (5) days after such conviction, and

3. Agree to accept, at the District's discretion, transportation to a location where the test will be conducted and to his or her residence when the employee is required to submit to reasonable suspicion or post-accident testing.

Penalties:

Any employee who violates this Drug Free Workplace Policy shall be subject to discipline up to and including termination. This provision does not limit or modify the District's right to discipline employees for any other reason or pursuant to any other rule, regulation, or practice of the District. Nothing in this policy changes the at-will employment relationship and employees may be terminated at any time with or without cause or notice, unless the employee is represented by a collective bargaining agreement and then the terms of said agreement are applicable.

Definitions:

Alcohol or Alcoholic Beverages: "Alcohol" means beer, wine, and all forms of distilled liquor containing ethyl alcohol. References to use or possession of alcohol include use or possession of any beverage, mixture, or preparation containing ethyl alcohol.

Drug: Any substance (other than alcohol) that has a known mind or function altering effect on a person, including psychoactive substances prohibited or controlled by state and/or federal controlled substance laws.

Prescribed Drug: Any substance prescribed by a licensed medical practitioner to the individual consuming it.

Illegal/Illicit Drug or Drug of Abuse: Any drug or controlled substance, the sale, possession or consumption of which is illegal; or if legal, used to the extent of abuse.

Under the Influence: Being unable to perform work in a safe and productive manner, or being in a physical or mental condition which creates a risk to the safety and well-being of the individual, other employees, the public, or District property. The symptoms of influence and/or impairment are not confined to those consistent with misbehavior or to obvious impairment of physical or mental ability such as slurred speech or difficulty in maintaining balance.

Positive Test Result: A positive test result for illegal drugs will constitute a finding by the testing agency of a reportable amount of an illegal substance present in a sample, in accordance with the agency's policies. A positive test result for alcohol will constitute a finding by the testing agency of an amount of alcohol present in a sample, in accordance with the agency's policies, and behavior indicating impairment. An employee is irrefutably presumed to be impaired if his/her blood-alcohol level is at

the legal state level of impairment.

Alcoholic Beverages:

1. No alcoholic beverages may be brought onto or consumed on District premises unless there is prior approval by the Executive Director or a member of the District's Executive Council.
2. Drinking or being under the influence of alcoholic beverages while on duty may be cause for disciplinary action, up to and including termination.

Use of Legal Drugs:

1. "Legal drugs" as used in this policy include prescribed and over-the-counter drugs or medications that have been legally obtained and are being used only for the purpose for which they were prescribed or manufactured.
2. The sale, trade, or delivery of any prescription drug by an employee to another for whom it is not prescribed may be cause for disciplinary action, up to and including termination.

Illegal/Illicit Drugs:

1. The use of an illegal or controlled substance or the possession of the same on duty is cause for termination. The use of a legal drug to the extent of abuse may be cause for disciplinary action, up to and including termination.
2. The sale, trade or delivery of illegal drugs or controlled substances by an employee to another person while either person is on duty at the District may be cause for disciplinary action, up to and including termination and referral to law enforcement authorities. Likewise, the receipt by any employee of illegal drugs or controlled substances while on duty may be cause for discipline up to and including termination and referral to law enforcement authorities.
3. Being under the influence of an illegal drug or controlled substance while on duty may be cause for disciplinary action, up to and including termination.

Inspections and Searches:

District lockers, desks, filing cabinets, files, vehicles, etc. remain the property of the District and may be subject to District-initiated searches at any time and without notice.

Employee Substance Abuse Tests:

In order to assure compliance with the District's prohibition concerning alcohol and drug use and as a condition of employment and/or continued employment, applicants and employees are required to cooperate in drug and/or alcohol substance abuse testing procedures. Any applicant or employee who refuses to promptly cooperate in any aspect of the drug and alcohol testing process described in this policy shall not be hired or shall be immediately suspended and subject to discipline up to and including termination. Urine, blood, hair, or other methods of testing applicants and employees may be conducted in accordance with the following:

1. Pre-Employment Testing

Each applicant for a position with the Library District will be subject to the District's Drug Free Workplace Policy. All offers of employment to applicants will be contingent upon the applicant submitting to hair and urine testing in accordance with the District's policy.

- a. All applicants who refuse to submit to pre-employment drug testing when requested, or refuse to sign the Library District's drug testing consent form, will not be employed.
- b. An authorized individual will obtain all specimens from the applicant. The specimen obtained will be identified and tested by a competent laboratory.
- c. The applicant will be informed that if the test is positive, he/she will be able to explain any medication being taken to an independent Medical Review Officer (MRO) prior to any decision being made. Upon request by the MRO, the applicant shall be required to furnish appropriate medical documentation to the MRO evidencing the prescribed nature of any medication in issue.
- d. In the absence of an acceptable explanation following a positive test result, the applicant will not be employed.
- e. In the event of a positive test result for any substance, the applicant may be retested at his/her own expense at an approved laboratory of the District's choice using a portion of the same original sample collected. Based on the outcome of the retest, the District may require a third confirming test, the cost of which will be borne by the District. In the event a third confirming test is obtained, the result of said test will be final and binding.

2. Reasonable Suspicion Testing

- a. When the District has reasonable suspicion that an employee is intoxicated or under the influence of drugs or alcohol, the employee will be required to submit to urine and blood testing in accordance with the District's policy. The following are examples of reasonable suspicion, though not all inclusive:
  1. Reliable reports of drug or alcohol use are received from police, patrons, other employees, or other individuals.

2. Observation of an employee that suggests doubt as to his/her fitness for duty.
  3. Rule violations that create a dangerous situation.
  4. Observation by a supervisor of an employee who is apparently under the influence or impaired by drugs or alcohol, i.e., slurred speech, alcohol on breath, glassy eyes, unsteady gait, unexplained change in personality, etc. The symptoms of influence and/or impairment are not confined to those consistent with misbehavior or to obvious impairment of physical or mental abilities such as set out above.
  5. Ongoing work performance problems, attendance problems, or tardiness problems.
  6. Work-related injury, regardless of severity, that requires professional medical treatment.
  7. Accident or safety-related incidents of any kind while in a District vehicle or while on District property.
- b. The supervisor observing the employee will immediately get his/her suspicion/impression verified by the appropriate Executive Council member or his/her designee. The Human Resources Director or his/her designee will also be immediately contacted to coordinate the administration of this policy. The supervisor, the Executive Council member or his/her designee and the Human Resources representative will complete the Notice of Intent to Test and Employee Consent form. The decision to test will be made by the Executive Council member or his/her designee with concurrence from the Human Resources Director or his/her designee.
- c. If the Executive Council member or designee decides testing is warranted, the employee will be reminded of the District's policy and must sign the consent form stating that he/she is agreeing to be tested for drugs and/or alcohol.
- d. Procedure – Reasonable Suspicion
1. The employee will be suspended with pay until the results are available.
  2. If the employee refuses testing, the employee will be informed that the District's policy dictates immediate suspension pending investigation and will be sent home via taxi at the District's expense.
  3. Upon approval of the Executive Council member or his/her designee, the employee's supervisor will ensure that the employee is driven to the testing site. A taxi may also be

used at the District's expense.

4. The employee will be informed that if the test is positive, he/she will have the opportunity to explain any medication they have taken to an independent Medical Review Officer (MRO) prior to any decision being made. Upon request by the MRO, the employee shall be required to furnish appropriate medical documentation to the MRO evidencing the prescribed nature of any medication in issue.
5. In the absence of an acceptable explanation following a positive test result, the employee will be subject to discipline, up to and including termination.

3. Post-Accident Testing

- a. Employees involved in work-related injuries that require professional medical treatment will be required to submit to urine and blood testing in accordance with the District's policy. The authorized agency will collect the specimen for testing purposes.
- b. Employees involved in an accident or safety-related incident of any kind while driving any vehicle on District business will be required to submit to urine and blood testing in accordance with the District's policy. Any employee involved in an accident or safety related incident which results in greater than \$1,500 in property damage will also be required to submit to urine and blood testing in accordance with the District's policy.
- c. The District may require an employee who contributed to an accident be tested if there is reasonable cause to believe that the accident may have resulted from drug and/or alcohol usage.
- d. Procedure – Post-Accident
  1. The employee will be suspended with pay until the results are available.
  2. If the employee refuses testing, he/she will be informed that the District's policy dictates immediate suspension pending investigation and will be sent home via taxi at the District's expense.
  3. Upon approval of the Human Resources Director, or his/her designee, the employee's supervisor will ensure that the employee is driven to the testing site. A taxi may also be used at the District's expense.
  4. If needed, the employee may be taken to the nearest hospital emergency room.
  5. An employee who is seriously injured and cannot provide the required specimen immediately after the accident

must provide the necessary authorization for obtaining hospital records or other documents that would indicate whether there were any drugs or alcohol in his/her system.

6. The employee will be informed that if the test is positive, he/she will have the opportunity to explain any medication they have taken to an independent Medical Review Officer (MRO) prior to any decision being made. Upon request by the MRO, the employee shall be required to furnish appropriate medical documentation to the MRO evidencing the prescribed nature of any medication in issue.
7. In the absence of an acceptable explanation following a positive test result, the employee will be subject to discipline, up to and including termination.

Results:

The Human Resources Director, or his/her designee, will notify the employee of the results. Employees testing positive for illegal drugs, drugs of abuse or alcohol may be subject to discipline, up to and including termination.

Confidentiality:

1. The Human Resources Director will receive all test results. Test results will be released strictly on a need-to-know basis.
2. No laboratory or test results shall appear in a personnel folder. Information of this nature will be included in a separate confidential medical file.
3. Tests will be run under the last six (6) digits of an individual's Social Security Number.
4. Drug and alcohol test results may be released in the context of a lawsuit, grievance or other proceeding initiated by or on behalf of the applicant or employee, subject to all applicable federal, state and local rules, regulations, privileges and statutes.

Use of Results:

In the absence of an acceptable explanation, a positive result to a drug or alcohol test will result in automatic dismissal. Said dismissal shall not be subject to any grievance or arbitration procedure.

**E. Workplace Violence**

It is the policy of the Las Vegas-Clark County Library District to provide a safe environment for its employees and visitors, which is free from verbal or physical intimidation, threats, or violent behavior. The District is committed to a zero-tolerance policy for incidents or threats of violence by employees, visitors, and the general public. In order to promote and support a workplace where dignity

and respect are observed, the District will not tolerate any acts of intimidation, threats, or bullying.

All employees are responsible for maintaining a safe work environment. All reported incidents in violation of this policy will be taken seriously and will be investigated. District employees found to have engaged in intimidating, threatening or violent behavior will be subject to discipline, up to and including termination and may also result in criminal prosecution, if federal, state or local laws are violated. This policy applies to all work locations, as well as District functions, work-related travel, and use of District facilities and resources.

#### All Weapons Banned

The District specifically prohibits the possession of weapons as defined by NRS 202 *et. seq.* by any employee while on District property. This ban includes keeping or transporting a weapon in a District vehicle in a parking area, whether public or designated employee parking. Employees are also prohibited from carrying a weapon while on District business away from the District's premises. Appropriate disciplinary action, up to and including termination, will be taken against any employee who violates this policy.

#### Reporting Procedures

It is the responsibility of every employee and supervisor to adhere to the standards set forth in this policy and to report any violent, threatening, intimidating, or other disruptive behavior. An employee who believes that he or she has been the target of workplace violence or has witnessed workplace violence must report the incident to his or her supervisor, Branch Manager or to the Human Resources Department as soon as possible.

1. If there is an immediate danger, call 911 and notify the Person-in-Charge.
2. If there is no immediate danger, inform a supervisor, Branch Manager, Regional Branch Services Director or the Human Resources Department.
3. Supervisors are responsible for responding in a prompt and effective fashion either when notified of an alleged incident or threat of workplace violence, or when they observe workplace violence, and for contacting the Human Resources Department for guidance and assistance in handling such situations in the workplace. The supervisor will consider the information given by the employee as confidential and will not inform co-workers of the specifics of the matter unless advised to do so by a Human Resources representative.
4. Any reported violation of this policy will be investigated in a timely and confidential manner by the Human Resources Department, or under appropriate circumstances, by an outside investigator. Employees are required to cooperate in all investigations relating to this policy.
5. The Human Resources representative will investigate all reports or threats of violence in a confidential manner, to the fullest extent possible, and will release information related to such reports only on a need-to-know basis. Confidentiality will be maintained throughout the

investigatory process to the extent consistent with adequate investigation and appropriate corrective action.

6. An employee who has in good faith filed a complaint related to a violation of this policy, or who has assisted in an investigation, will not be retaliated against in any way.

Contact Person: Human Resources Director or Human Resources Manager  
Windmill Library and Service Center  
7060 West Windmill Lane  
Las Vegas, NV 89113  
(702) 507-6241 or 507-6162

#### **F. Smoking**

The District maintains a smoke-free work environment (which includes vaping or e-cigarettes). Smoking is prohibited in all library buildings, meeting/conference rooms, private offices and District vehicles. Designated, outside smoking areas are reserved for the use of employees. Employees in violation of this policy are subject to discipline.

#### **G. Conflict of Interest**

No person will be employed by the District where such employment may create a possible conflict of interest. The following prohibitions and guidelines will be used in determining conflicts of interest:

1. No employee may directly or indirectly seek or accept any gift, service, favor, gratuity, employment, or economic opportunity that might influence the employee to depart from the faithful and impartial discharge of the employee's District duties.
2. District employees may not use their positions to secure or grant unwarranted privileges, preferences, exceptions, or advantages for themselves or for others.
3. No District employee may participate as an agent of the District in negotiating contracts between the District and any private business in which the employee or members of the employee's immediate family have a financial interest.
4. No employee may accept, either directly or indirectly, any cash, gift, service, favor, gratuity, employment, economic opportunity, or monetary gift from a private source for the performance of his or her duties as a District employee. No gift except a promotional item of *de minimis* value (up to \$40) is permitted to be given to an employee.
5. District employees may not use confidential information gained through their work to further their own financial or personal interests or the interests of others.

6. No supervisor will lend money to a subordinate or create any other situation leading to the indebtedness of a subordinate.

#### **H. Outside Employment**

1. District employees will not engage or invest in any outside employment, venture, or transaction that may interfere with the proper discharge of the employee's duties, and which might create a conflict of interest with the employee's work duties, which could bring the District or its employees into any general disrepute or discredit.
2. Employees will devote their full time and attention to District business during working hours.
3. For full-time employees, any requirements or requests for the employee to work beyond the regularly scheduled week will take precedence over the demands of outside employers. Outside employment is not considered a reason for poor performance, absenteeism, tardiness or refusal to work overtime.

#### **I. Employment of Relatives/Fraternalization**

The Las Vegas-Clark County Library District wants to ensure that District practices do not create situations such as conflicts of interest or favoritism. This extends to practices that involve employee hiring, promotion and transfer.

For the purpose of this policy, relatives are defined as: mother, father, spouse, significant other, children, brother, sister, grandparents, grandchildren, mother-in-law, father-in-law, brother-in-law, sister-in-law, aunt, uncle, niece, nephew, great grandparents, and great grandchildren. The term "relatives" also includes domestic partners, individuals living in the same household and relationships which result from adoption and marriage.

Individuals will not be hired, promoted, or transferred into a position that would create a conflict with District policy. Under no circumstances will an employee supervise or have in his/her chain of command (regardless of whether a direct reporting relationship exists) any other employee who is a relative as defined by this policy.

1. If an employee and a supervisor who is within the employee's chain of command become related or involved in a dating relationship after the supervisor and employee have been appointed to their respective positions, the District shall ensure that, as soon as practical, the employees do not continue to hold positions in which one of the employees is in the chain of command of the other employee.
2. A supervisor who becomes related to or involved in a dating relationship with an employee in his/her chain of command shall notify the District within ten (10) working days after the supervisor and employee become related or involved in a dating relationship. Such notification shall be made to the supervisory employee's Deputy Director or Department Director.

3. Upon receiving notification of a relationship from a supervisor pursuant to subsection 2, above, the District shall request from each of the employees involved a recommendation for action to be taken to ensure that the employees do not continue to hold positions in which one of the employees is in the chain of command of the other employee.
4. In considering the recommended course of action described in subsection 3, above, the District is not required to accept such a recommendation if it is not feasible. Further, the District may impose action on one or both of the employees involved, if necessary, in order to ensure that the employees do not continue to hold positions in which one of the employees is in the chain of command of the other employee.
5. If there is a situation where an action of the District, such as reduction in force, results in an involuntary circumstance where two relatives, or members of the same household may be reporting to each other, one of the employees will be reassigned within 60 days. During those 60 days, the supervisory employee will not have involvement or direct input in the employment decisions of the other employee.

**J. Recognition of Domestic Partner Policy**

The Las Vegas-Clark County Library District recognizes that domestic partnerships can take many forms and not all such partnerships have the opportunity to be legally recognized under state law, as is marriage. The District also feels a moral and ethical responsibility to provide fair and equitable consideration to all employees without regard to sexual orientation. In an effort to provide those employees, whose family members include their same sex domestic partner, the ability to have their partner recognized as a "family member" for the purposes of sick leave, bereavement leave and/or Family and Medical Leave (FMLA) use, the District sets forth the following:

1. Recognition of a Domestic Partnership

The District will recognize only those same sex domestic partnerships that have been declared to the District and that meet the following criteria:

- a. Both partners are of the same sex;
- b. Both partners share a common residence;
- c. Both partners are jointly responsible for one another's "basic living expenses" ("basic living expenses" defined as housing, utilities, and the costs of maintaining the shared home);
- d. Neither partner may be married to someone else, or be a member of another domestic partnership with someone else that has not been terminated, dissolved, or adjudged a nullity;
- e. Neither partner has declared a domestic partnership with the District previously, or it has been twelve (12) months or more since either partner has notified the District that a prior domestic partnership has been terminated;

- f. Partners may not be blood related;
- g. Both partners must be at least 18 years of age;
- h. Both partners must be mentally capable of consenting to the domestic partnership; and
- i. Both partners have continuously lived together as a family and share a close personal relationship, which is exclusive and loving, for an extended period of time, and they intend to maintain that family and that relationship with each other for the rest of their lives.

2. Declaration of a Domestic Partnership

Any employee who meets the District's above listed criteria and wants his/her domestic partner recognized by the District as a "family member" for the sole purpose of sick leave, bereavement leave and/or Family and Medical Leave (FMLA) use must submit a completed and notarized "Declaration of Domestic Partnership" form to the Human Resources Department.

3. Termination of a Declared Domestic Partnership

Any domestic partnership that has been declared to the District may be terminated at any time by the employee. Once a domestic partnership has been terminated it may not be reinstated nor may a new declaration of a domestic partnership be made for a minimum of twelve (12) months from the date of submission of the "Termination of Domestic Partnership Recognition" to the Human Resources Department.

Any employee who falsely submits a "Declaration of Domestic Partnership" form to the Human Resources Department will immediately have such recognition revoked and may be subject to disciplinary action.

In the event the laws of the state of Nevada are subsequently changed so as to provide legal rights for either marriage or civil unions between same sex domestic partners, such partners will be expected to marry or enter into a civil union within thirty (30) days after the effective date of such change in the law. In the event domestic partners do not marry or enter into civil unions if legally permitted to do so within the time specified by this paragraph, the Library District shall revoke recognition of the domestic partnership and no further benefits will be extended.

**K. Driving Records**

Each employee whose position requires driving District vehicles shall be required to furnish to the District a current Nevada Driver History Record, no more than thirty (30) days old, by June 30 of each year. Such employees must maintain a satisfactory driving record which does not preclude them from being insured by the District's insurance carrier. A driving record is considered unsatisfactory if it contains (a) one (1) major violation within the previous three (3) years or (b) three (3) or more minor violations within the last three (3) years. Major and

minor violations are to be determined based on criteria established by the District's insurance carrier.

Employees who are required to drive District vehicles and whose driving record prevents them from being insured by the District's insurance carrier may be subject to disciplinary action, up to and including termination.

Employees who use their personal vehicles for District business shall also submit by June 30 of each year a current Nevada Driver History Record, no more than thirty (30) days old. Such records shall be kept in the personnel file of the employee. The District reserves the right, based on the information contained in the driving record, to determine at its sole discretion whether it is in the best interest of the District to have the employee use his/her personal vehicle for District business.

All employees using their personal vehicles for District business shall maintain the minimum insurance coverage required by the state of Nevada. The employee's own insurance coverage shall be primary, and the District's insurance carrier shall provide secondary coverage. Failure of the employee to maintain minimum insurance coverage may result in disciplinary action, up to and including termination.

#### **L. Employee Computer and Electronic Communication Systems and Software Use Policy**

The Las Vegas-Clark County Library District provides various forms of computers and electronic resources such as telephones, networked computers, portable storage devices (such as USB drives, SD cards, etc.), email, voicemail, fax machines, online services and Internet access. Appropriate use of electronic resources is encouraged to make information access and communication more efficient and effective. Like all other forms of library property, the use of electronic resources is intended for District business and not for personal use. This policy governs the use of computers and other electronic resources assigned for staff use.

##### **1. Statement of Policy**

It is the policy of the Las Vegas-Clark County Library District that computers and other electronic resources assigned for staff use are intended for District business by staff. The District understands that occasional personal use may be unavoidable; however, extensive personal use of library owned computers, voice and data transmission lines, networks and equipment is prohibited. The following applies to all electronic resources accessed on library premises, using library equipment or via library-paid access methods. All employees are expected to comply with the spirit, intent and terms of this policy.

##### **2. Use of Electronic Resources**

Any messages sent by an employee to one or more individuals via an electronic network are statements attributable to the District. All such communications must fall within the scope of the employee's work for the District and are subject to normal supervisory review and approval

processes. Employees are encouraged to participate in list serves, user groups or customer forums that contribute to their professional development or other online forums that relate to continuing education. However, employees should avoid being drawn into discussions where it would be necessary to use a disclaimer such as, "This represents my personal opinion and not that of the District."

Library owned electronic equipment may not be removed from the premises except with prior authorization from the Executive Director or a Deputy Director. Remote access to the District network is available to staff with prior approval from the Executive Director, a Deputy Director, or the IT Director.

### 3. Security

Security of the District's network is critical. No employees should give any other person his/her password or any other numbers or codes allowing access to District computers. Employees are responsible for safeguarding all documents on which passwords are written. If an employee believes that disclosure has occurred accidentally or inadvertently, he/she must notify the Information Technology (IT) Department immediately so appropriate corrective measures may be taken.

Security includes not allowing unauthorized users to access the District's network resources, exercising safe computing practices, and notifying the IT Department of any suspicious computing activities.

Employees may access only files or programs, whether computerized or not, that they have permission to enter. Unauthorized review, duplication, disseminations, removal, change or alteration of files, passwords, computer systems or programs, or improper use of information obtained by unauthorized means are not permitted.

### 4. Hardware and Software Control

Software is subject to ownership of copyrights and license agreements from software owners, vendors or licensees. The right to use software normally stipulates restrictions on copying, distribution and use. In addition, unauthorized software may be incompatible with other software in use, or infected with a virus. All software installed on computer equipment owned by the District will be purchased specifically for use on that equipment and will be installed by IT staff. Exceptions must be pre-approved by the Executive Director or a Deputy Director.

All software that employees believe is necessary or desirable for the performance of their jobs must be ordered through the IT Department. Library employees are not authorized to purchase copies of software for the District without the approval of the Executive Director or a Deputy Director.

All software installed on District computer equipment must be registered. Registration provides the library with software update notices and

demonstrates the District's compliance with licensing agreements. Registration is handled by the IT Department or by library personnel who are authorized to purchase software for the District with the approval of the Executive Director, a Deputy Director or the IT Director.

Library employees are not authorized to install any personally owned software, public domain software or shareware on the library's computer equipment.

Library employees will not make any copy of software owned or licensed by the library for personal use. Library employees will not take any copies of library owned software off the premises except for use in conjunction with library owned computer equipment that has been authorized for use off District premises.

Terminated employees must return all equipment in accordance with Chapter V.P of the Employee Personnel Policies and Procedures Manual.

5. No Right of Privacy

Electronic information created and /or communicated by an employee using email, word processing, spreadsheets, voicemail, telephones, Internet access, etc. should not be viewed as private and confidential. The District has the right to review electronic files and messages and to monitor usage to the extent necessary to ensure that these media are being used in compliance with the law and with District policy. The confidentiality of any message should not be assumed. Even erased messages or files may be retrieved. Further, passwords do not guarantee confidentiality.

6. Shared Use of Electronic Equipment

Employees must respect the confidentiality of others' electronic communications and may not read, hack into or monitor electronic files or communications of other employees except by direction of Executive Director, a Deputy Director or the IT Director.

Employees using a shared computer must log in using their own password and log off when they are done. Failure to log off may result in locking out other staff needing access to a shared computer.

7. Violation of Policy

Any violation of the terms of this policy, or abuse of the privileges of library-facilitated access to electronic resources may be grounds for disciplinary action up to and including termination. Questions concerning the Computer and Electronic Communication Systems and Software Use Policy should be addressed to:

Human Resources Director or Human Resources Manager  
Windmill Library and Service Center  
7060 W. Windmill Lane  
Las Vegas, NV, 89113

**M. Travel Policy**

This policy outlines the use of District resources for participation in continuing education, conferences, conventions, seminars, legislative and governmental activities, training, and for the completion of work assignments requiring travel by staff and Trustees. Any exceptions in the implementation of this policy require Executive Director and Board approval.

1. Financing:
  - a. The District shall include in its annual budget the line item, "Travel and Transportation," that specifies an amount allotted for staff and Board Member travel.
  - b. Any request for travel funds in advance of travel shall include a rationale and must be submitted through proper channels to the Executive Director for approval far enough in advance for the funds to be drawn.
  - c. Trustees are strongly encouraged to attend at least one American Library Association function during the course of their term.
2. Requests for travel outside of Las Vegas requiring an overnight stay:
  - a. Members of the Board of Trustees will inform the Executive Director as soon as possible when they wish to attend a relevant conference or convention.
  - b. Staff members who wish to attend a conference, convention, seminar, or other event must complete and submit an "Application for Employee Education/Training/Conference Attendance" form to their respective supervisors. Supervisors must submit all requests for travel to the Executive Director or his/her designee for approval.
  - c. If a staff member is required to attend a conference, convention, seminar, or other event, advance registration fees may be paid by the Library District to the sponsor's registrar when requested in writing by the traveler, and accompanied by the appropriate registration form.
  - d. The Executive Director or his/her designee shall approve all staff travel requests, authorize the number of days for travel and event attendance, and monitor expenditures, reporting monthly to the Board of Trustees on the status of all travel and training.
  - e. Approvals for travel requests and event attendance will be made according to the needs of the District and in a nondiscriminatory manner in keeping with the District's Equal Employment Opportunity Policy.

3. Local travel within Las Vegas and other travel not requiring an overnight stay:
  - a. In order to be reimbursed, all local travel must be approved in advance by the Executive Director or his/her designee.
  - b. Staff members who wish to attend a conference, convention, seminar, or other event must complete and submit an "Application for Employee Education/Training/Conference Attendance" form to their respective supervisors. Supervisors must submit requests to the Executive Director or his/her designee for approval.
  - c. Reimbursement for expenses for work-related travel in and around Las Vegas, and for day trips outside of Las Vegas, may include mileage reimbursement if the traveler uses his or her personal vehicle for such travel and it is approved in advance.
  - d. Meals in conjunction with local travel are typically not eligible for reimbursement, unless they are part of a special event such as a Chamber luncheon, and are approved in advance.
  
4. Reimbursements:
  - a. When an individual traveler pays registration fees he/she shall be reimbursed upon submission of original, itemized receipts.
  - b. The traveler will receive a predetermined reimbursement allowance based on the number of days of attendance for registration fees, transportation, lodging, meals, and incidental expenses incurred while traveling. The portion of the reimbursement allowance for travel-related expenditures excluding conference registration or tuition will be based on the "Government Services Agency Domestic Maxim Per Diem Rates" for lodging and meals for the appropriate city. In some cases, the traveler may receive full reimbursement for all reasonable costs incurred while traveling.
  - c. All expenses must be itemized. Original, itemized receipts are required for each individual expense. Reimbursement requests must be submitted within 30 days of completing the travel.
  - d. The District will **not** reimburse expenses of a personal nature including, but not limited to:
    - Alcohol
    - Tours
    - Rental cars or taxis
    - Telephone calls
    - Travel costs for guests
    - Toiletries
    - Entertainment (including in-room pay-per-view movies)
    - Travel upgrades
    - Room upgrades

- e. All costs incurred due to cancellation or changes of conference or travel plans will be borne by the traveler, unless approved for payment by the Executive Director.
  - f. Mileage reimbursement for the use of a personal vehicle for District business will be in accordance with the prevailing amount approved by the Board of Trustees. In order to receive mileage reimbursement, the traveler must attach a copy of his/her current insurance coverage for the vehicle used when making a mileage reimbursement request to the Business Office.
5. Airline Reservations:
- a. Travelers are expected to make their own travel arrangements and purchase airline tickets, and to request reimbursement by submitting a receipt.
  - b. The District, under special circumstances, may purchase airline tickets in advance for the traveler.
  - c. Travelers opting to drive their personal vehicle rather than fly will be reimbursed at the current mileage amount for personal vehicle use, not to exceed the cost of the lowest available commercial method of air transportation (amount equal to the lowest fare coach-class round trip airfare available prior to the travel).
6. Miscellaneous:
- a. Upon return from travel, the individual may be required to submit a report to the Executive Director within 30 days of completing the travel. Trustees who attend conferences or seminars will be placed on the agenda at the subsequent Board of Trustees meeting to provide an oral report.
  - b. The Travel Policy will be examined at the end of each Legislative session to ensure compliance with any changes to the Nevada Revised Statutes.
  - c. All travel arrangements and related expenses for a person not on District business, but accompanying a District employee or Board Member, will not be made or reimbursed.

## CHAPTER IV: CLASSIFICATION/COMPENSATION

The Human Resources Director will administer the Classification and Compensation Plans approved by the Board of Trustees, and provide job descriptions and wage ranges for each of the classes of positions within the District.

1. The Executive Director is authorized to fill vacancies in job classifications by hiring, promoting, transferring, or reclassifying individuals or positions.
2. The Human Resources Director will establish and maintain a position-control system, whereby up-to-date information regarding the status of all District employees is maintained to provide proper management and control over wage and benefit costs and staff allocation.

### A. Classification Plan

1. The Human Resources Director shall ensure the preparation, development and maintenance of a classification plan consisting of descriptions of positions defined by essential duties, qualifications, knowledge, skills and abilities characteristic of the positions.

Purpose: The classification plan shall be developed and maintained so that all positions substantially similar with respect to duties, responsibilities, authority and character of work are similarly classified, and positions substantially different in scope and complexity are appropriately classified.

Plan Amendment: All amendments to the classification plan, including classification title changes, abolitions of obsolete classifications, and the creation of new classifications, require the approval of the Executive Director.

2. Positions may be reclassified as a result of a classification study and upon the recommendation of the Human Resources Department and with the approval of the Executive Director for such a reclassification. Individuals in the position to be reclassified may be assigned to the new classification along with or without any pay increase or decrease:
  - a. A job reclassification is a classification change to a higher or lower classification due to a reevaluation of the duties of the position.
  - b. Employees in positions which are reclassified to a higher classification will be compensated at the minimum wage rate of the new classification or an amount that provides a four percent (4%) increase above their current rate of pay, whichever is greater.
  - c. Employees who are reclassified to a lower classification will not receive any change to their current rate of pay.

- d. In the event an employee's compensation is changed due to a reclassification of their position, the anniversary date for merit increases will be the effective date of the change.

**B. Compensation Plan**

1. The Human Resources Director will maintain a Compensation Plan, approved by the Board of Trustees, of a designated wage schedule and ranges for each of the job classifications in the District.
2. When an employee is promoted, he or she will be entitled to the minimum wage rate in the promoted job classification or an amount that provides a four percent (4%) increase over the wage last received, whichever is greater, provided that the wage does not exceed the maximum of the wage range designated for the classification. The Executive Director must approve any exceptions. The anniversary date for merit increases for promoted employees will be the effective date of the promotion.
3. When an employee is demoted, his or her wage will be reduced to a specified level within the wage range of the classification to which the employee is demoted and will not exceed the maximum of the new wage range. The anniversary date for merit increases for demoted employees will be the effective date of the demotion.
4. When an employee voluntarily takes a demotion, his or her wage will be reduced to a specified level within the wage range of the classification to which the employee voluntarily demotes and will not exceed the maximum of the new wage range. The employee's anniversary date for merit increases for a voluntary demotion will be the effective date of the demotion.
5. When an employee laterally transfers to another location, he or she will be compensated at the same wage rate received prior to the transfer. The anniversary date for merit increases for employees who have laterally transferred will remain the same as previous to the transfer.

**C. Annual Pay Plan Increase**

Annual pay plan increases are approved by the Board of Trustees as part of the budgetary process, and may take effect at the beginning of the fiscal year, which is July 1. All other wage increases are independent of, and unaffected by, any adjustments made to the wage schedule by the Board of Trustees.

**D. Merit Increases**

A merit increase is a wage increase. Merit increases are based solely on work performance and must be recommended by the employee's supervisor through an overall successful rating on an employee's annual evaluation. Such merit increases will not be automatically granted to employees. Eligibility for merit increases applies to the following types of employees:

1. Upon successful completion of an initial hire probationary period, a full-time or a part-time employee will be eligible for a merit increase six (6) months from the date of hire, which is the employee's service date. Members of the Executive Council will be eligible for a merit increase one (1) year from the date of hire, which is their service date.
2. All full-time or part-time employees, after completion of an initial hire probationary period, are eligible for a merit increase at intervals of twelve (12) months.
3. Employees who are promoted, transferred or otherwise have a change in job classification are eligible for a merit increase within twelve (12) months from the effective date of the promotion, transfer or classification change. Such employees, however, will not be eligible for merit increases upon successful completion of their three (3) month review period.
4. An employee will be eligible for consideration for a merit increase within the designated wage range upon:
  - a. Successful completion of an initial probationary period; or
  - b. A satisfactory annual performance evaluation and upon the recommendation of the supervisor and approval of the Executive Director, provided that the increase does not exceed the maximum of the wage range.
5. No employee will receive more than one (1) merit increase during each twelve (12) month period.
6. Eligibility for a merit increase will continue until an employee is at the maximum wage rate for the job classification.
7. The eligibility of an employee to receive a merit increase may be deferred if he or she is on Military Leave, FMLA Leave, Leave Without Pay, Educational Leave, Worker's Compensation, or Sick Leave, until such time as an evaluation can be completed.
8. The Executive Director is authorized to withhold merit increases due to lack of funding.

**E. Acting Pay**

1. Full-time employees who are temporarily assigned, in writing, and accept the full responsibilities of a position with a higher wage range, will be paid acting pay for actual hours worked. They will be paid at the minimum wage rate for the designated classification or an amount that provides a four percent (4%) increase above their regular wage rate, whichever is greater.
2. All acting pay must be approved by the Executive Director and will only be given if the employee assumes the full responsibilities of a higher classification for a period of more than twenty (20) successive working days in a calendar year.

3. Employees will not work in an acting capacity longer than one (1) year.

**F. Workweek**

The workweek will begin on Saturday and end at midnight on the following Friday. Full-time employees will be scheduled for a forty (40) hour workweek, excluding meal periods. Meal and break periods may not be taken during the first or last hour of the day. The employee's work schedule will be determined by the supervisor based on the nature of the work assignment.

Pay Period: District employees will be paid every other Friday at the biweekly rate for their appropriate classification.

At the time of hire, part-time employees will be assigned an authorized number of hours per week that they are scheduled to work. Vacation and longevity benefits for part-time employees will be computed on the basis of their authorized hours of work. Occasionally, part-time employees may be unable to work all of their authorized hours or may be required to work more than their authorized hours. While they may be paid for actual hours worked, their authorized hours will remain the same. Part-time hours may be changed with the approval of the Executive Director or designee.

**G. Meal and Break Periods**

1. Staff members, both full-time and part-time, who are scheduled for eight (8) or more hours per day, are entitled and required to take an unpaid meal period of a minimum of thirty (30) minutes and not more than sixty (60) minutes which, insofar as practicable, shall be in the middle of each work period. The determination and length of the meal period shall be made by mutual agreement of the employee and the supervisor. Staff members scheduled for eight (8) or more hours per day are also allowed two (2) fifteen (15) minute break periods, one before and one after their required meal period.
2. All staff members who are scheduled to work days of seven (7) hours, but less than eight (8) hours, are entitled and required to take an unpaid meal period of a minimum of thirty (30) minutes and not more than sixty (60) minutes which, insofar as practicable, shall be in the middle of each work period. The determination and length of the meal period shall be made by mutual agreement of the employee and the supervisor. Staff members scheduled for seven (7) or more hours, but less than eight (8) hours, per day are also allowed one (1) fifteen (15) minute break.
3. All staff members who are scheduled for at least three and a half (3½) hours, but less than seven (7) hours in one day, are entitled to one (1) fifteen (15) minute break.

**H. Overtime**

Only the Executive Director or members of the District's Executive Council may authorize overtime.

Overtime will not be paid to those District employees classified as exempt.

Overtime will be paid to those employees who are classified as non-exempt for all hours worked more than forty (40) hours in one (1) work week. Only time physically worked shall be considered for purposes of computing overtime.

All hours worked more than forty (40) hours in a work week will be compensated at the rate of one and one half (1½) times the hourly wage rate of nonexempt employees.

## CHAPTER V: EMPLOYMENT

The Human Resources Director will administer the personnel selection program for the District for the recruitment and employment of applicants in accordance with current human resources practices and state and federal guidelines and regulations. All job vacancies will be filled on the basis of merit. Provisions in this chapter apply to all employees except in those instances when conditions negotiated in a current collective bargaining agreement supersede these policies.

### A. Employment Status Definitions

The District utilizes the following eight (8) employment categories: Probationary, Temporary, Part-Time, Full-Time, Regular, Review, Temporary Long-Term Assignment, or Acting. Employees may work on a full or part time basis in any of these categories. The definition for these categories is as follows:

1. Probationary

Any employee hired will serve a minimum probationary period of six (6) months, which may be extended at the sole discretion of the District. Final confirmation of the employee's appointment to regular status is contingent upon the successful completion of the probationary period.

2. Temporary

An employee who is hired as a temporary employee is hired for a specific, limited period of time. Appointments in this category are limited to twelve (12) months.

3. Part-time

An employee who works fewer than thirty (30) hours per week. Upon employment, the employee will be assigned a specific number of authorized hours.

4. Full-time

An employee who is authorized to work thirty (30) hours or more per week on a continuing basis.

5. Regular

An employee who has been hired and has successfully completed an initial probationary period will be designated as a regular employee.

6. Review

Employees, including those covered by a collective bargaining agreement, who are promoted, transferred or otherwise have a change in job classification shall be subject to a maximum review period of three (3) months.

7. Acting

An employee who has assumed the full duties and responsibilities of another position for a period not to exceed ninety (90) days.

8. Temporary Long-Term Assignment

An employee who has assumed the full duties and responsibilities of another position for a period greater than ninety (90) days but not to exceed two (2) years.

**B. Recruitment**

1. The Human Resources Director will determine the methods to be used in recruitment and may postpone, cancel, extend, or otherwise modify the recruitment process as appropriate.

2. Recruitments may be one of the following types:

a. Recruitment: A standard recruitment will be used in most cases. The job announcement will be posted for a specified period of time with an opening and closing date to file applications.

b. Continuous Recruitment: In instances where the need for employees is frequent or continuing, or there is a labor market scarcity, the Human Resources Director may recruit with no final filing date and for a sufficient duration to assure the needs of the District are met. When a continuous recruitment is to be closed, at least five (5) days' notice will be given prior to the final filing date.

c. Limited Recruitment: When a large applicant pool is anticipated in relation to the anticipated vacancies, the Human Resources Director may limit the number of applications to be accepted by establishing a shorter filing period.

3. All eligible applicants and regular employees whose applications have been accepted and approved are eligible to compete in the personnel selection process.

4. Job Announcements:

a. Job announcements will be posted in the Human Resources Department and at all District library branches and facilities for the duration of the filing period. Announcements will be posted at public locations and in electronic and news media, as required, in order to attract sufficient numbers of qualified candidates.

b. Job announcements will describe the duties of the position, minimum qualifications, wage range, opening and closing dates (where applicable) for accepting applications, or any other information that the Human Resources Director considers appropriate.

5. Job Application Requirements:

All eligible applicants for employment with the District must complete an official job application prior to being accepted to compete in the personnel selection process. Employees of the District seeking promotional or other job opportunities will also be required to fill out an official job application. Applications must be submitted to the Human Resources Department within the filing time period, as stated on the job announcement. Although the below list is not all inclusive, the Human Resources Director may reject applications under the following circumstances:

- a. The application packet does not contain original or electronic signatures or is not an official Library District job application;
- b. The application is incomplete or is not signed and dated by the applicant;
- c. The application is not received by the Human Resources Department within the period stated on the job announcement;
- d. The applicant does not meet the minimum qualifications as stated in the job announcement;
- e. The applicant has been convicted of a felony or other offense, which is substantially related to the qualifications or duties for the position which has been posted;
- f. The applicant has been previously terminated by the District;
- g. The applicant has an employment conflict under the policy on Employment of Relatives; or
- h. The applicant submits false information on the job application.

6. Restrictions on Applying:

Employees are restricted from applying for other positions within the Library District under the following circumstances:

- a. Employees selected for a posted vacancy are restricted from applying for another job for six (6) months from the date of appointment;
- b. Employees are restricted from applying for a posted job if they have been disciplined, as defined in CHAPTER VI of this Manual, for six (6) months from the date of discipline. This includes all levels of discipline except oral reprimands and letters of concern.

**C. Employment Testing**

- 1. A variety of personnel selection methods of testing applicants may be used to determine the eligibility and competitiveness of applicants for

employment or promotion. Among these testing methods are:

- a. Interviews;
  - b. Evaluations of training, education and experience;
  - c. Assessment of application package and supporting documentation; and
  - d. Supplemental questionnaires or other job related tests.
2. All personnel methods of testing applicants will be job-related to conform with professional and federal guidelines on test validation and employment selection procedures.

Reasonable Accommodation. The Human Resources Department shall ensure that reasonable accommodations are made in test procedures so that persons with disabilities can be tested in an appropriate manner.

3. A selection process consisting of one or more of the components listed in paragraph C.1., above, may be used to create an eligibility list of potential employees. This process may consist of differently weighted parts in determining the final scores of candidates or a qualifying score.
4. Examination Scores

The final score of an applicant in the selection process may be the combination of his or her scores on each weighted part of the examination and will be expressed as a percentage score.

- a. Failure on any one part of the examination process may be grounds for failing applicants from the entire examination;
  - b. Failure on a qualifying test score may also be grounds for failing applicants from the examination; or
  - c. Applicants who pass all weighted or qualifying parts of an examination will be ranked in order of their final averaged weighted score.
5. Disqualification of Applicants

An applicant who has been accepted and notified of employment testing (written, interview, etc.) may be disqualified if the applicant:

- a. Is late for the examination;
- b. Fails to follow instructions or is disruptive;
- c. Does not possess the minimum qualifications required for the position; or

- d. Cheats or practices deception during the testing process.
6. Time off for Employment Testing  

All regular District employees who participate in employment testing conducted by the Human Resources Department, and who are scheduled for work during the testing, will be given time off, with pay, to take such tests. They must, however, return to their work assignment immediately after the completion of such testing.
7. Notification of Examination Results  

Each applicant participating in the selection process will receive notice of the results thereof.

**D. Eligibility Lists**

Upon completion of any selection process, an eligibility list may be prepared for a period not to exceed six (6) months, with the scores and rankings of all successful applicants. If an eligibility list is prepared, names will be arranged in the order of final score ranking from highest to lowest scores. The decision whether to establish an eligibility list, and, if so, for what length of time it will be retained, is solely within the District's discretion. Eligibility lists will be used in the following manner:

1. The Human Resources Director will certify eligibility lists for use in hiring or promoting employees.
2. Appointments or promotions must be made from the top five (5) candidates on the eligibility list.
3. When an eligibility list contains less than five (5) names, a Branch Manager or Administrative Department Head may request the establishment of a new list. All requests must be discussed with the Human Resources Director. In this circumstance, the list may be abolished by the Human Resources Director.
4. The name of an eligible applicant may be removed from the eligibility list if the applicant so requests or fails to respond to a notice for possible hire. Names will also be removed if the applicant tests positive during a pre-employment drug test, or fails to report to the collection site within 48 hours of notification.
5. An eligibility list may be abolished at any time with the approval of the Executive Director.

**E. Career Counseling**

In the event an employee is not selected for a position, the employee may engage in discussions with the Human Resources Department regarding how to better prepare for future job opportunities.

**F. Fingerprinting**

All employees of the District will be fingerprinted in accordance with the provisions of applicable state and federal laws. In order for new hires to be eligible for regular employment status, their fingerprint record must be cleared by a law enforcement background investigation.

**G. Employee Orientation**

All newly hired employees will be required to participate in a regularly scheduled employee orientation program to be conducted by the Human Resources Department.

**H. Probationary And Review Period**

1. All initial hire appointments to District positions will be subject to a minimum six (6) month probation period, which may be extended within the sole discretion of the District.
2. An employee who is promoted, transferred or otherwise has a change in his or her job classification will be subject to a maximum review period of three (3) months. During or at the end of the review period, the supervisor must evaluate the employee's job performance. An employee who is not considered to be satisfactory in job performance will be reassigned to the previously held or similar position, at a wage no lower than that held before the promotion, transfer or classification change. The review period may not be extended.
3. An employee who is on probation is not eligible to compete in another recruitment until successful completion of that probationary period, provided, however, that the employee has remained in the position for at least six (6) months before attempting to compete for another position.
4. Probationary employees may only be transferred or reassigned to other positions with the approval of the Executive Director.

**I. Performance Evaluations**

The Human Resources Director will administer the performance evaluation program of the District for all employees.

1. A regular employee who receives an overall satisfactory performance evaluation may be eligible for a merit increase with a recommendation from the supervisor, provided the employee is not already at the top of his or her wage range.

2. A regular employee who receives an overall unsatisfactory performance evaluation will be reevaluated within ninety (90) days. During this period, any merit increase will be withheld. If, during this time, the employee's performance is still unsatisfactory, discipline may be proposed against the employee in accordance with the procedures contained in CHAPTER VI of this Manual.
3. An employee who receives an overall unsatisfactory performance evaluation and subsequently improves his or her performance to at least "satisfactory" within ninety (90) days will be eligible for a merit increase at that time. The employee's merit date will be adjusted to the evaluation date corresponding to the "satisfactory" evaluation. The employee's merit increase will not be made retroactive.
4. A Performance Evaluation with an overall satisfactory/successful rating shall not be subject to the Grievance Procedure as set forth in Chapter VI of this Manual. Employees occupying positions covered by a collective bargaining agreement may appeal their performance evaluation in accordance with the provisions of that agreement.

**J. Medical Examinations**

A medical examination may be required of an employee to determine his or her fitness to continue employment with the District. The Executive Director may direct, upon the recommendation of a manager or supervisor, such a medical examination which shall be job-related and consistent with business necessity. During such medical examination the employee will be placed on administrative leave and a medical release to return to work may be required.

**K. Personnel Records**

1. The official personnel records and personnel file for each District employee will be secured and maintained in the Human Resources Department and remain the property of the District. Only those documents contained in the personnel file will be considered official personnel documents regarding that employee.
2. All personnel files and applicant records will be considered private and confidential. Medical records will be maintained in a separate file and location.
3. The Human Resources Director, with the approval of the Executive Director, will determine the specific documents that are to be placed in or removed from an employee's personnel file.
4. The personnel file of an employee may be reviewed during a promotional recruitment by the Branch Manager or Department Head responsible for filling a job vacancy.
5. No document will be placed in or removed from an employee's personnel file without the knowledge of the employee.

6. Any employee wishing to challenge the accuracy or inclusion of material in his or her personnel file may do so through written request to the Human Resources Director. Such requests must specify the documents in question and the reasons for the change or removal of the documents. The removal of any items from a personnel file must be approved by the Executive Director.
7. Unless expressly authorized by the Human Resources Director, no personnel records or files will leave the Human Resources Department.
8. It is the responsibility of the employee to update any personal information changes, which should be recorded in the personnel file and human resources records. Such changes include, but are not limited to:
  - a. Name change;
  - b. Address change;
  - c. Telephone number change;
  - d. Change in marital status;
  - e. Birth of children; and
  - f. Beneficiary changes.
9. No information regarding present or former employees, other than the date(s) of employment, position title and wage, will be released by the Human Resources Department without a signed waiver by the employee. All requests for information regarding employment must be directed to the Human Resources Department.

**L. Reduction in Force/Layoff Procedures**

The Executive Director is authorized to reduce the number of budgeted positions. Reduction in Force/Layoff Procedures for those positions covered by a collective bargaining agreement will be governed by the applicable agreement. All non-represented employees will be governed by the procedures set forth in this Chapter. In such cases the following procedures will be used:

1. Employees will be notified in writing no less than ten (10) working days of the anticipated date of reduction in force.
2. Priority for retaining employees will be based on seniority of service within the classification within the District.
3. The order of reduction in force will be:
  - a. Temporary employees;
  - b. Initial hire probationary employees;
  - c. Regular employees in the reverse order of their seniority. In cases

of a tie within classification seniority, the employee with the least District employment seniority, as evidenced by the service date, shall be released first. If there is still a tie, then the date/time stamp on the employee's initial hire job application will be used with the earliest date/time prevailing.

4. Recall from Reduction in Force

Employees who are separated from the District because of a reduction in force will retain their right, for a period of one (1) year, to return to their former position, wage rate, and employment status as a result of a return to employment by a recall. This recall is dependent upon the availability of the former position and is based on the employee's seniority. The employee will be notified of the recall by the Human Resources Department.

**M. Reassignment/Redeployment**

If the Library District determines, consistent with its management right, that a layoff is necessary, the Library District will first endeavor to salvage the affected employee's employment by reassigning the employee to another job classification. To the extent possible, the job classification offered to the employee will be equal to or comparable in compensation. In the event the employee cannot be transferred to a position equal in compensation, the employee will be placed in the wage range of the new job classification closest in pay to the employee's current compensation. In order for such reassignment to occur, the affected employee must possess the minimum educational requirements as determined by the District for the classification into which the employee may be placed and the classification in question must be one which the District intends to fill. In the event the employee declines the reassignment offered, the employee will be placed on the recall list. An employee who is placed in an alternative classification shall be subject to a trial service period of three (3) months within which to demonstrate his or her ability to perform the requirements of the new classification. Employees who, in the opinion of the District, are unsuccessful during this three (3) month trial service period shall be removed from the new classification and placed on the appropriate recall list based upon their prior job classification with their recall rights measured from the date they would have been originally laid off. This opportunity will be made available to affected employees after other displaced employees, if any, have been recalled.

**N. Job Transfer**

An employee may be transferred to another assignment by the Executive Director or his or her designee, in the best interests of the District. The employee will be transferred at the same pay rate to a new job location/assignment with the same or new classification title. If the transfer entails a new classification, a three (3) month review period applies.

**O. Voluntary Transfer Program**

By May 15 of each year, the District will provide written notice of an option for eligible employees to submit a transfer request. An employee is eligible for a voluntary transfer if he/she has successfully completed his/her probationary and/or review period. Employees with discipline (other than an oral reprimand or Letter of Concern) issued within six (6) months prior to the date of the transfer request will not be eligible to transfer pursuant to this section.

Employees will have fourteen (14) calendar days to submit their transfer request to the Human Resources Department. Once the fourteen (14) day period has ended, the District will send a system-wide email notice of all positions and locations submitted by employees. The District will then provide an additional seven (7) calendar days from the date of the email notice for additional requests. Employees who submit a transfer request after the deadline will not be considered for a voluntary transfer. When submitting the transfer request, the employee shall provide up to four (4) locations as to where that employee would like to transfer. Voluntary transfers will only occur between staff at branches who are in the same job classification and work the same number of hours (i.e., 40 hour Children's Services Department Head transferred to another 40 hour Children's Services Department Head position).

In the event more than one employee expresses interest in a voluntary transfer to the same job classification, the District may consider seniority as a factor. The District reserves the right to determine whether a voluntary transfer is in the best interests of the District.

**P. Termination of Employment**

1. All employees are requested to give at least two (2) weeks' notice with letters of resignation or intentions to retire.
2. Upon termination, resignation, non-confirmation of probation, retirement, or discharge, the employee will be paid for all days worked, all unused Vacation Leave, a percentage of unused Sick Leave time, if eligible, and prorated longevity pay, if eligible.
3. In the event of the death of an employee, all entitled termination benefits will be paid to the employee's designated beneficiary.
4. Personnel files for all terminated employees will be maintained in the Human Resources Department, as determined by applicable state and federal laws.
5. Employees who leave the employment of the District are required to turn in all keys, files, and other District property/equipment, including their swipe I.D. badges.
6. The determination to permit any employee to rescind a notice of resignation rests in the sole discretion of the Executive Director.

## CHAPTER VI: DISCIPLINE

The District has adopted disciplinary rules to ensure proper customer service, safe working conditions, and protection of its property and operations. Certain types of conduct may compromise the District's goals and may prompt disciplinary action. The right to maintain discipline of employees is vested exclusively with the District. The District will use progressive discipline, to the extent possible, in the management and supervision of employees. Because the facts and circumstances of each instance may vary, the decision of which form(s) of discipline is/are to be administered lies within the discretion of management.

### A. Types of Discipline

Informal counseling and verbal feedback are on-going practices. In those situations where employee behavior, through action or inaction, is contradictory to District standards, formal discipline should be initiated. Disciplinary action or measures taken by the District may include the following:

- Oral Counseling
- Letter of Concern
- Written reprimand
- Suspension with pay
- Suspension without pay
- Transfer
- Demotion
- Termination

Last Chance Agreement: The District may also, in its discretion, impose a Last Chance Agreement in tandem with any of the foregoing forms of discipline.

At the discretion of the Executive Director, an employee may be suspended with pay until a decision regarding discipline is rendered. At the time of suspension, the employee shall receive the reason for suspension in writing.

The Executive Director shall retain the right to discipline or terminate any employee. The Executive Director shall also have the right to skip steps of any disciplinary/termination procedures and to impose whatever level of discipline is determined to be appropriate. The imposition of one form of discipline for a certain offense is not to be considered a binding practice as to future cases involving the same or similar offenses.

### B. Offenses Leading to Discipline

While it is impossible to list all of the offenses which may lead to discipline, the following are examples of some of the types of conduct that may result in disciplinary action, up to and including termination. Disciplinary action may be imposed on an employee for any number or reasons, including but not limited to (1) Misconduct, (2) Attendance Problems, (3) Dishonesty, or (4) Performance Problems.

1. Misconduct includes, but is not limited to, the following: intoxication; insubordination; disrespectful or abusive attitude; horseplay or pranks; any conduct which may potentially threaten the health or safety of others; fighting; gambling; sleeping on the job; failure to use safety devices or precautions; possession, distribution, sale, or use of illegal and/or illicit drugs; possession of a firearm or other lethal weapon on District property; suspension or revocation of a driver's license, when possession of a valid driver's license is a condition of employment; driving a District vehicle while intoxicated or under the influence of drugs or alcohol; driving a District vehicle when a license is suspended or revoked; foul, abusive, obscene or threatening language; abuse or destruction of District property; failure to observe District policies, rules, or regulations; refusal to cooperate with any lawful directive given by management, including participation in an investigation, audit or examination; failure to clock in or out; discourtesy toward or difficulty with co-workers, patrons, volunteers or visitors; outside employment which conflicts with or interferes with assigned duties; reporting for duty in an unfit or unsafe condition to work; acceptance or solicitation of a bribe or any other compensation; improper use of a position or employment for personal advantage; conviction of a crime; sexual, racial or other forms of harassment and/or discrimination, and retaliation.
2. Attendance problems include, but are not limited to, the following: abandonment of position (three (3) consecutive days of unexcused absence); chronic absenteeism (defined as greater than eight (8) occurrences in a twelve (12) month rolling calendar); unauthorized absence from the job; excessive or periodic tardiness and unsatisfactorily explained absences.
3. Dishonesty includes, but is not limited to, the following: theft; misuse of District funds, resources or property; fraud; falsifying employment or other official records or documents; falsifying payroll records; use of another employee's swipe card; working unauthorized hours; allowing employees to work unauthorized hours; allowing, with knowledge, an employee to violate any policy or procedure herein; withholding material information on personnel questionnaires and applications; cheating or practicing deception in employment testing; divulging confidential material or information (not including information regarding wages or other terms and conditions of employment) to unauthorized personnel; giving false information; making false accusations of harassment, discrimination or retaliation; lying; or obstructing an investigation.
4. Performance problems include, but are not limited to, the following: the inability to perform work in a satisfactory manner (including poor quality or quantity of work or failure to fulfill job requirements); failure to meet work performance standards; failure to follow directions; failure to maintain a license or certification required for employment; and failure to perform assigned duties.

### **C. Progressive Discipline**

The level or severity of discipline is dependent on the nature of the act

and circumstances. When a complaint against an employee does not warrant termination, the disciplinary action will be based on the severity of the complaint and may take the form of (1) oral counseling; (2) letter of concern; (3) written reprimand; (4) suspension with pay; (5) suspension without pay; (6) transfer; or (7) demotion. However, any of the above steps may be bypassed depending on the nature and severity of the offense.

Reasons for employee termination include, but are not limited to, the conduct listed under Misconduct, Attendance Problems, Dishonesty, and Performance Problems.

If an offense committed by an employee is deemed sufficiently egregious as to warrant termination, or if it is determined that there is sufficient evidence to terminate an employee, the employee may be suspended immediately with pay for up to five (5) working days, while an investigation is conducted concerning the nature of the offense and a determination made regarding discharge.

Notice of the suspension will be in writing and will state that the employee is subject to potential termination, the length of the suspension, and the nature of the offense.

#### **D. Grievance Procedure**

Any non-represented employee of the District, including a contract employee, who has reason to believe that his or her rights under this Personnel Policies & Procedures Manual have been adversely affected, may submit a grievance and have that grievance acted upon in accordance with the following procedures. Employees occupying positions covered by a collective bargaining agreement must submit a grievance in accordance with the provisions of that agreement. This grievance procedure is not applicable to disciplinary actions including suspension without pay, transfer, demotion, or termination, as the appeal procedures for these disciplinary actions are addressed elsewhere in this Chapter.

1. A grievance must be submitted in writing to the employee's immediate supervisor for resolution no later than ten (10) working days after events giving rise to the grievance, or ten (10) working days after the employee could have learned of the events. Said grievance must be signed and dated by the aggrieved employee.
2. If the grievance is against the employee's immediate supervisor, the grievance may be submitted to the next level of supervision. At no time shall a grievance be submitted to the Board of Trustees for resolution.
3. All grievances filed must include the (a) facts giving rise to the grievance, (b) section of this Manual that has been allegedly violated, (c) name of the aggrieved employee, and (d) remedy sought. A grievance may be denied if it is not timely filed, and/or if it does not contain the required information.
4. The immediate supervisor or person receiving the grievance as described

in #2 above shall give his or her written answer to the employee within ten (10) working days of receipt of the grievance.

5. If the grievance is not resolved at this level, the employee, no later than ten (10) working days after receipt of the supervisor's written answer, may present the grievance to the appropriate Deputy Director or Department Director for consideration.
6. Not later than ten (10) working days after receipt of said written grievance, the Deputy/Department Director or designee shall give a written answer to the employee. This answer shall be final and binding upon all parties to the grievance, unless the employee appeals this answer to the Executive Director.
7. If the employee wishes to appeal the written answer in #6 above in writing to the Executive Director, he/she must do so no later than ten (10) working days after receipt of the Deputy/Department Director's (or designee's) written answer.
8. Upon receipt, the Executive Director or designee shall assign the grievance to the Human Resources Director to conduct a hearing into the matter within ten (10) working days. The conduct of such a grievance hearing is as follows:
  - a. The employee and the supervisor will receive written notice of the hearing no less than four (4) working days prior to the grievance hearing.
  - b. The employee will be allowed to have a representative present and to respond to the subject matter of the grievance during the hearing. If the employee elects to have a representative present at the grievance hearing, that representative must be a fellow employee. The grieving employee will not be permitted to have legal representation at the grievance hearing.
  - c. The employee and supervisor will be allowed to offer testimony and produce evidence as to their knowledge of the events giving rise to the grievance.
  - d. Within ten (10) working days following the grievance hearing, the Human Resources Director or designee will give to the Executive Director, in writing, a recommendation regarding resolution of the grievance.
  - e. Within ten (10) working days of receipt of the recommendation from the Human Resources Director, the Executive Director shall issue a decision to the employee and supervisor regarding the grievance. Such decision shall be final, and not subject to further appeal.
9. Unless illegal, immoral, or unsafe, employees have an obligation to work as assigned and then grieve the assignment at a later date.

10. If it is not possible to schedule a grievance hearing within ten (10) working days of receipt of a request from the grieving employee, the Executive Director may extend the time frame until the hearing can be scheduled.

#### **E. Pre-Disciplinary Hearing**

Prior to imposing discipline on an employee that involves suspension without pay, transfer, demotion, or termination, the employee is entitled to a hearing, which will be conducted by the Human Resources Director, or designee, and the employee's supervisor. The conduct of such a hearing is as follows:

1. The employee will receive written notice of the hearing, the charges against him/her, available supporting documentation and the proposed discipline no less than four (4) working days prior to the pre-disciplinary hearing.
2. The employee will be allowed to have a representative present and to respond to the charges during this pre-disciplinary hearing. The employee's representative, however, may not be an attorney.
3. Within five (5) working days following the pre-disciplinary hearing, the Human Resources Director, or designee, will give to the employee, in writing, a decision regarding the proposed recommended discipline.
4. If the recommended discipline is termination, the employee must provide his/her current address to the Hearing Officer.
5. Discipline at this level may be appealed to the Executive Director within seven (7) working days after issuance of the decision. Any discipline not appealed within seven (7) working days becomes final.

#### **F. Appeals of Discipline**

An employee may appeal discipline of any suspension without pay, transfer, demotion, or termination to the Executive Director. The procedures for this appeal are as follows:

1. Within seven (7) working days after the receipt of the findings of the pre-disciplinary hearing, the employee must submit a written request for an appeal hearing to the Executive Director.
2. Within thirty (30) working days of receipt of the written request of the appeal, the Executive Director, or designee, will conduct a hearing with the employee. The employee will be notified in writing of the charges against him or her, the evidence in support of those charges, the names of any adverse witnesses, and the date and time of the hearing.
3. The hearing will be conducted as an administrative hearing with the Executive Director, or designee, presiding. The hearing is informal and the technical rules of evidence shall not apply. The Executive Director, or designee, shall preside over the hearing in such a manner as will best

ensure the receipt of reliable evidence and fairness for the parties within the general guidelines of these procedures. The Hearing Officer shall maintain appropriate decorum throughout the conduct of the hearing.

4. Both parties will have the opportunity at the hearing to present evidence in support of their respective positions, including witnesses and documents. If an employee wants witnesses to testify at the hearing, he or she must notify the Hearing Officer and make arrangements for the witness(es) to appear. The hearing will also be recorded.
5. Employees called as witnesses at the appeal hearing will be released from regularly scheduled duties without loss of pay while they are testifying. The parties will each bear any costs incurred in the presentation of their respective cases.
6. The decision of the Executive Director, or designee, shall be in writing and will be sent to the employee either in person, by mail or by e-mail, within seven (7) working days of the hearing. This decision will be based solely upon the evidence and arguments presented by the respective parties in the presence of each other and the Hearing Officer.
7. The Executive Director, or designee's decision, shall be final and binding on all parties.
8. All time limits set forth in this policy are of the essence and may be extended only by specific written mutual agreement of both parties. Appeals not raised and advanced in strict accordance with the foregoing procedures or time limits will be waived and will not be considered.

#### **G. Other Discipline**

1. An employee may be given a letter of concern. A letter of concern does not become part of the employee's official personnel file. The employee's supervisor will hold the letter of concern until the employee's next performance evaluation. At that time, the letter of concern may be referenced in the performance review, but does not become a part of the performance review.
2. An employee may be suspended without pay for a period to be determined based on the severity of the infraction. The employee may not use Sick or Vacation Leave time during this period of suspension.
3. An oral counseling or written reprimand imposed on an employee by a supervisor does not require a pre-disciplinary hearing. However, a written reprimand may be grieved in accordance with the grievance procedure. Oral counseling is not subject to the grievance procedure.

### **CHAPTER VII: BENEFITS**

#### **A. Employee Benefits**

The District establishes a general program of employee benefits. The Executive Director, through the Human Resources Director, will administer the employee benefits program, and will establish such specific programs, services, and

procedures as are necessary to carry out the intent of the Personnel Policies & Procedures Manual.

1. All full-time District employees will be eligible to participate in the group insurance plans for life, health, industrial, and unemployment insurance, and other benefits as outlined herein. Part-time employees will be eligible for prorated vacation, educational and longevity benefits and other benefits required by state and federal law.
2. Life insurance coverage is provided by the District to all full-time employees in an amount equivalent to two times (2x) the employee's annual salary/wages, up to a maximum amount of \$200,000.00.

Dependent life insurance coverage is provided by the District in the following amounts:

Newborn to 14 days	None
14 days to 6 months	\$100
6 months and older	\$1,500

3. Health insurance coverage is provided by the District in the following manner:
  - a. The District provides health insurance for all staff members who are authorized to work thirty (30) or more hours per week, after one (1) month of health insurance contributions by the employee to obtain eligibility status. The insurance will begin on the first day of the following month.
  - b. An eligible staff member may elect to purchase health insurance for eligible dependents from the District's Group Plan provider(s). The District will pay a specified, negotiated amount for dependent health insurance coverage. Such payroll deductions for dependent health insurance will be made bi-weekly.
  - c. District employees retired under the State of Nevada Public Employment Retirement System (PERS), and in accordance with applicable Nevada law, may elect, at their own expense, to purchase medical insurance through the District's insurance carrier.

## **B. Educational Assistance**

It is the policy of the District to encourage employees to continue their education. Therefore, a program of tuition reimbursement for job-related certification programs and/or accredited academic course work is established to assist employees.

1. Reimbursement will be available to all full-time regular employees, provided that budgetary funds are available. Part-time employees are also eligible after eighteen (18) months of service.
2. The maximum reimbursement for courses is six (6) college units or two

- (2) certifications per fiscal year. The maximum reimbursement amount available to employees will be established administratively each fiscal year based on the availability of funds in the budget. The number of tuition reimbursements available each fiscal year will also be established administratively based on the District's budget.
3. Initial hire, full-time employees are not eligible for reimbursement until successful completion of their six (6) month probationary period. Only courses that begin after a new employee's initial probationary period ends will be eligible for reimbursement.
  4. Employees must submit an Application for Employee Education/Training/Conference Attendance, a statement of interest addressing career goals and objectives in pursuing a field of study, and letters of recommendations from their immediate supervisor and at least one other District supervisor or manager. The deadline for submission of this material is July 15 of each fiscal year. Applications received after this date will be considered only if funds are still available. Application for tuition reimbursement should be made through supervisory channels to the Human Resources Department. Approvals will be made in a nondiscriminatory manner in keeping with the District's Equal Employment Opportunity Policy.
  5. Reimbursable certification programs and/or courses must be directly related to the job responsibilities of the employee, as determined by the Executive Director. Undergraduate courses must be applied toward obtaining a Bachelor's Degree. A passing grade of "C" or better in graded courses or a grade of "pass" in pass/fail courses must be achieved in order to receive reimbursement and must be verified by an official transcript before a reimbursement will be processed.
  6. Once approved for reimbursement, failure to notify the Human Resources Department of withdrawal from approved course work or a certification program will result in ineligibility for tuition reimbursement for the following fiscal year.
  7. Correspondence, online, on or off campus M.L.S./M.L.I.S. program courses may qualify for reimbursement.
  8. Up to four (4) hours per week of off-desk computer use for online, live, interactive M.L.S./M.L.I.S. courses will be allowed for full-time employees if classes are only available within normally scheduled work hours. The District will make reasonable efforts to make a staff computer available during the times needed. It is the responsibility of the employee to obtain supervisory approval for off-desk computer use. An approved "Application for Employee Education/Training/Conference Attendance" form must be on file in order for an employee to receive off-desk computer use time. Supervisors are expected to track off-desk time used by employees to ensure there is minimal disruption to District operations.
  9. In accordance with the *Employee Computer and Electronic Communication Systems and Software Use Policy*, staff computers

cannot be used for homework assignments or to download online courses. Employees have access to public computer terminals for this kind of use.

10. Employees must have the approval of their immediate supervisor to allow for work scheduling needs of the District in order to be eligible for tuition reimbursement. They must also have the approval of their Branch Manager or Department Director in order to ensure overall branch/department coverage.
11. Application for reimbursement must be approved by the Executive Director. Such reimbursement will be limited to tuition expenses only and will not extend to books, travel, or other related expenses.
12. Recipients of tuition reimbursements will be required to sign a "Tuition Reimbursement Agreement" outlining the following responsibilities to repay monies received should they voluntarily separate from the Library District before fulfilling their employment obligations:
  - a. For tuition reimbursements per fiscal year up to \$500.00 received by an employee, the employee is expected to continue his/her employment with the District for a period of at least six (6) months following the date the employee's course work or certification program is completed.
  - b. For tuition reimbursements per fiscal year over \$500.00 received by an employee, the employee is expected to continue his/her employment with the District for a period of at least twelve (12) months following the date the employee's course work or certification program is completed.
  - c. In the event an employee receives multiple tuition reimbursements, the employee shall be obligated to continue his/her employment for the sum of the total number of months for each reimbursement paid by the District following completion of his/her course work or certification program.
  - d. In the event the employee fails to work the prescribed period articulated above following receipt of tuition reimbursement(s) due to a voluntary resignation, the employee shall be obligated to repay the amount of the reimbursement(s) received to the District. The amount of the repayment shall be pro-rated based upon the length of time worked by the employee following completion of his/her course work or certification program. Should the employee fail to repay the tuition reimbursement(s) received upon voluntary resignation, the District reserves the right to pursue collection efforts through all available legal channels.
  - e. In the event the employee discontinues his/her course work or certification program before completion, the employee will not be required to repay the amount of reimbursement(s) provided that the employee continues to work for the District for the requisite

number of months as stated above.

- f. An employee will not be required to repay any tuition reimbursement(s) received in the event of the employee's death, disability, or involuntary termination of employment. Disability is defined herein as any physical or mental disorder, impairment or condition which prevents the employee from working in a related occupation for a period of six (6) months or longer.

**C. Holidays**

All full-time employees of the District will be paid for the following twelve (12) holidays per calendar year:

- a) January 1 (New Year's Day)
- b) Third Monday in January (Martin Luther King Jr. Day)
- c) Third Monday in February (Presidents Day)
- d) Date Varies (Easter Sunday)
- e) Last Monday in May (Memorial Day)
- f) July 4 (Independence Day)
- g) First Monday in September (Labor Day)
- h) Last Friday in October (Nevada Day)
- i) November 11 (Veterans Day)
- j) Fourth Thursday in November (Thanksgiving Day)
- k) Friday after Thanksgiving (Family Day)
- l) December 24 (Christmas Eve)
- m) December 25 (Christmas Day)

The District will close at 5 p.m. on New Year's Eve.

In order to receive holiday pay, an employee must be in paid status on his/her last scheduled shift preceding the holiday, and his/her first scheduled shift succeeding the holiday.

Holidays shall be paid at the hourly wage for the number of hours that the employee is regularly scheduled to work.

Employees hired after January 1 but before July 1 of a calendar year, including those on original probation, will receive one (1) floating holiday per calendar year and will be credited with such floating holiday upon their date of hire. Employees hired between July 1 and December 31 will receive no floating holiday for use during that calendar year. Thereafter, a floating holiday will be granted on a calendar year basis as of January 1 and must be used within the same calendar year as granted. There will be no "roll over" of a floating holiday from year to year. A floating holiday not taken during the calendar year in which it is granted will be forfeited by the employee. A floating holiday must be used in a whole-day block and will not be subject to use in hour-long increments. The District agrees that it will not unreasonably deny floating holiday requests.

The District may be closed on certain Sundays and on other days, in conjunction with major holidays, recommended by the Executive Director. These will be considered as unpaid holidays. A recommendation for such closings for the

following year will be presented by the Executive Director to the Board of Trustees at its September or October meeting.

Part-time Outlying Branch employees, except Pages, who work in branches with less than 35 hours of operation per week, will be compensated for authorized hours lost during the time that those libraries are closed for such holidays.

**D. Vacation Leave**

The purpose of Vacation Leave is to allow each employee time away from the requirements of work duties for rest and recreation. It is the responsibility of each employee to monitor the accumulation of Vacation Leave reported on each paycheck.

1. Qualifying Period: An employee is not entitled to use Vacation Leave until completion of his or her initial hire probationary period.
2. Vacation Leave will accrue in the following manner:
  - a. Full-time employees with less than ten (10) years of service who work forty (40) hours per week will earn Vacation Leave at the rate of 5.55 hours per biweekly pay period. Full-time employees with ten (10) or more years of service who work forty (40) hours per week will earn Vacation Leave at a rate of 7.40 hours per biweekly pay period.
  - b. Full-time employees who work between thirty (30) and forty (40) hours per week will earn prorated Vacation Leave, based on the number of authorized hours per week worked.
  - c. Part-time employees are entitled to Vacation Leave after completion of their initial hire probationary period. The amount of annual Vacation Leave for part-time employees with less than ten (10) years of service is equal to the number of hours per week they are authorized to work. Part-time employees with ten (10) or more years of service will earn additional Vacation Leave of approximately 33% prorated based on the number of authorized hours worked per week.
  - d. No employee will be permitted to accrue more than three hundred and twenty (320) hours of Vacation Leave Hours accrued beyond this limit will be forfeited by the employee.
  - e. Beginning July 1, 2018, an employee shall be permitted to cash-out a minimum of eight (8) hours and a maximum of forty (40) hours of Vacation Leave on an annual basis. To be eligible for the cash-out, the employee must have a remaining balance of two hundred (200) hours of Vacation Leave in his/her bank after cash-out. A request for cash-out of Vacation Leave must be made by the employee to the Human Resources Department no later than October 1 of the year for a payout by the Library District by the first pay period in December.
3. Vacation Leave Scheduling:
  - a. November 15 through December 15 of each year ("Submission Period") will be an open forum for employees to submit one (1) Vacation Leave request for the following calendar year. Employees may submit Vacation Leave requests to their supervisor or designated authority of the department in

request for Vacation Leave beyond three (3) weeks is subject to the approval of, and at the discretion of, a member of the Library District's Executive Council.

- b. After the Submission Period, requests for Vacation Leave will be honored on a first- come, first-served basis. Employees will not be granted Vacation Leave beyond December 31 of the year following the Submission Period, unless approved by a member of the Library District's Executive Council. The immediate supervisor or designated authority of the department shall respond to Vacation Leave requests within ten (10) working days after the closing of the Submission Period or the request shall be considered approved.
4. Use of Vacation Leave:
    - a. Employees wishing to use vacation leave must have a vacation leave request approved by their supervisor. For less than two (2) weeks, employees must request vacation leave with a notice equivalent to the requested vacation leave. An employee must submit a request a minimum of thirty (30) days in advance for two (2) or more weeks of requested vacation leave.
    - b. Vacation leave may be used for emergency leaves and for Family and Medical Leave. In cases of emergency, or bereavement leave, the Executive Director or designee may waive these time requirements as circumstances dictate.
  5. Payment for unused Vacation Leave: Upon separation from the District for any reason, an employee will be paid for any unused Vacation Leave earned by the date of the termination at the employee's current hourly rate, up to a maximum of three hundred twenty (320) hours.
  6. Any employee who works fewer than six (6) months forfeits all vacation pay.
  7. Any initial hire probationary employee will not receive vacation pay if terminated for not successfully completing the probationary period, even if the probationary period was extended beyond six (6) months.

#### **E. Sick Leave**

Each full-time employee will accrue 3.70 hours of Sick Leave biweekly. Sick Leave accrual will be prorated for full-time employees who work less than forty (40) hours per week. It is the responsibility of each employee to monitor the accumulation of Sick Leave reported on each paycheck.

1. There is no limit to the amount of Sick Leave that may be accrued.
2. Use of Sick Leave:
  - a. Employees who by reason of illness or injury are incapacitated from the performance of their duties, or who must receive

necessary medical treatment or necessary medical office visits which cannot be scheduled outside normal working hours, or whose attendance at work is prevented by public health requirements, may be granted sick leave with pay to the extent the employee has accrued such Sick Leave.

- b. Employees may also be granted Sick Leave for the illness of a family member provided the employee first obtains the approval of the designated authority of the department. "Family member" shall be defined as spouse, domestic partner (as declared per Library District policy), children (including adopted, step, or foster relationships), grandchildren, parents (including step), siblings (including step) or grandparents (including step). The term "spouse" means current husband or wife as defined or recognized under state law for purposes of marriage. The term "parent" means the biological parent or individual who stands or stood in loco parentis (in place of a parent). Such leave will be deducted from the employee's Sick Leave accrual. Should an emergency situation exist which makes it impossible or impractical to obtain prior approval from the designated authority of the department, the employee shall obtain such approval as soon as possible and no later than the first day of the employee's absence.
- c. The District may require an employee to obtain a fitness for duty certification from his/her health care provider prior to the employee's return to work.
- d. When an employee is ill, he or she should personally contact his or her supervisor and state the anticipated length of absence. Unless there is an emergency, the employee is required to personally contact his or her supervisor and report in sick.
- e. A supervisor may refuse to approve Sick Leave for an employee who has not called in sick or who has not reported his or her illness in accordance with this Manual.
- f. If an employee becomes ill while on approved Vacation Leave, such illness will still be charged to Vacation Leave. If an employee is out of Sick Leave or Vacation Leave, he or she may request Leave Without Pay.
- g. Employees are not permitted to use Vacation Leave for absence due to illness. However, if the employee has no remaining Sick Leave available, and becomes ill, then the employee may use Vacation Leave.
- h. A supervisor may send an employee home if the employee is too ill to perform his or her job duties in a satisfactory manner or poses a threat of contaminating other employees. In such case, the employee will be placed on Sick Leave for the remainder of the day. The employee's next day status will be determined by the ability or inability to return to work. The supervisor may

require a medical release to return to work if the employee is sent home under the above conditions.

- i. Sick Leave may be used for medical, vision or dental appointments which must be scheduled during an employee's work schedule.
3. Chronic Use/Abuse of Sick Leave: If there is reasonable cause for a supervisor to believe that an employee, due to extensive use of sick leave, is abusing sick leave, the supervisor may require the employee to produce appropriate documents to justify the employee's absence. Such documents may include evidence of consulting a physician or a certificate of recovery from a treating physician. The District, upon reasonable cause, may require an employee to report for a physical checkup at the District's expense prior to reporting for work upon returning from a leave of absence or layoff. A chronic user of sick leave is defined as one who calls in sick tied to a holiday, vacation, or around days off on a regular basis or uses Sick Leave more than eight (8) occurrences within a twelve (12) month period. An "occurrence" of Sick Leave is defined as a single reason which causes an employee to miss work, even if the absences occur over non-consecutive days. Example: An employee who has the flu and misses two (2) days of work, returns for one (1) day, and then misses an additional three (3) days because of the flu will have all five (5) days of missed work treated as one (1) occurrence of Sick Leave. Use of Leave Without Pay for Sick Leave purposes will be considered a Sick Leave occurrence. Chronic use and/or abuse of Sick Leave may result in disciplinary action.
4. Bonus Leave: If an employee uses no more than forty (40) hours of Sick Leave in one (1) anniversary year, he or she will receive twenty-four (24) hours of Bonus Leave. Bonus Leave is computed based on the employee's anniversary date of full time employment once the initial hire probationary period has been successfully completed.
  - a. Bonus Leave must be used within one (1) year following the date credited.
  - b. An employee is not eligible for Bonus Leave during any year in which Leave Without Pay is taken.
5. Employees with three (3) years or more of full-time service shall be paid sixty percent (60%) of all unused accrued Sick Leave at the employee's regular rate of pay at time of separation.
6. Upon the death of an employee who has worked at least three (3) years of full-time service, sixty percent (60%) of the employee's unused accrued Sick Leave shall be paid to the employee's designated beneficiary.

#### **F. Catastrophic Leave Donation Program**

The Library District's Catastrophic Leave Donation Program (CLDP) was developed to permit salary and benefit continuation for an eligible employee who has exhausted all

paid leave due to a serious illness or injury, or to care for a seriously ill family member.

If the CLDP is used for an employee's own serious health condition, the program can only be used during an employee's disability program waiting period. If an employee is eligible to receive temporary disability benefits (e.g., short-term or long-term disability), the employee is no longer eligible for the Library District's CLDP.

#### Serious Health Condition Definition

A catastrophic illness or injury is defined as a "serious health condition" of the employee or the employee's family member as declared per the Library District Policies and Procedures Manual.

Serious health condition means an illness, injury, impairment, or physical or mental condition that involves any of the following conditions:

1. Any period of incapacity or treatment connected with inpatient care (e.g., an overnight stay) in a hospital, hospice, or residential medical care facility
2. A period of incapacity requiring an absence of more than three calendar days from work that also involve continuing treatment by (or under the supervision of) a licensed health care provider
3. Any period of incapacity due to pregnancy, or for prenatal care
4. Any period of incapacity (or treatment therefore) due to a chronic serious health condition (e.g., asthma, diabetes, epilepsy, etc.)
5. A period of incapacity that is permanent or long-term due to a condition for which treatment may not be effective (e.g., chemotherapy, physical therapy, dialysis, etc.)
6. Any absence to receive multiple treatments (including any period of recovery therefrom) by, or referred by, a licensed health care provider for a condition that likely would result in incapacity of more than three consecutive days if left untreated (e.g., chemotherapy, physical therapy, dialysis, etc.)

#### PROCEDURE

##### Eligibility:

All regular, non-probationary employees who accrue and use leave time are eligible to participate the Library District's CLDP as recipients or donors.

**Eligible donors** may donate sick or vacation leave in hourly increments with the following minimum/maximum donations required:

- Full-time employees – minimum of eight (8) hours sick leave as long as eighty (80) hours remain available for the donating employee's own use. Or, minimum of four (4) hours vacation leave as long as eighty (80) hours remain available for the employee's own use.

- Part-time employees – minimum of four (4) hours from either vacation or sick leave bank with no minimum required to remain.

Contributions to the catastrophic leave bank are **voluntary**. Contributions can only be made into the catastrophic leave bank, not to any specific individual. There will be absolutely no soliciting, coercion, reward, or quid pro quo regarding donated hours. Employees who are determined to have done so will be subject to disciplinary action.

Contributions will be accepted at any time throughout the year by completing a Catastrophic Leave Donation Form.

**Eligible recipients** must have:

- Successfully completed their probationary period
- Exhausted all their own leave before they are eligible to receive donated leave
- Met the criteria of “serious health condition” for themselves or their eligible family member
- Submitted appropriate medical certification/documentation along with their Catastrophic Leave Application Form
- Received approval from the Catastrophic Leave Committee

An employee receiving short-term or long-term disability payments, or collecting worker’s compensation payments, may not withdraw from the catastrophic leave bank.

Any eligible employee must request a withdrawal by completing a Catastrophic Leave Application Form.

Administration:

1. Donated leave time will be accounted for on an hour-for-hour basis. For every one (1) hour of leave contributed by a donor, the recipient shall receive one (1) hour of leave. The pay levels of the two employees shall not affect the transaction.
2. The maximum number of hours of catastrophic leave an employee can receive per catastrophic event is six (6) weeks based on the employee’s authorized weekly hours. Should an employee have another qualifying event within a twelve (12) month period, the maximum number of catastrophic leave hours shall not exceed twelve (12) weeks based on the employee’s authorized weekly hours. Catastrophic leave time cannot be extended beyond six (6) weeks for a single qualifying event or twelve (12) weeks for multiple qualifying events within a twelve (12) month period. These limitations on the amount of allowable catastrophic leave do not otherwise

affect any other rights an employee may have under applicable federal or state law.

3. If an employee is released to return to work prior to the expected date, unused hours of donated leave will be returned to the catastrophic leave bank.
4. In the event the Catastrophic Leave Donation Program is discontinued, any hours remaining in the CL Bank shall be exhausted through donations to approved employees.

Approval:

1. All Catastrophic Leave Application forms will be submitted to the Human Resources office for review by the Catastrophic Leave (CL) Committee.
2. The CL Committee shall be comprised of the Library District's Human Resources Director, Benefits Manager and three (3) employee representatives who will be appointed to the CL Committee by the Human Resources Director for a period not to exceed two (2) years.
3. The CL Committee will review the nature of the illness, anticipated duration as indicated by the licensed health care provider's statement, the number of hours/days requested to be withdrawn then make a determination of the number of hours to be approved. In making the decision, the CL Committee shall be guided by the facts underlying the request, the available days in the catastrophic leave bank, and other factors that the CL Committee may deem relevant to the decision.
4. The decisions of the CL Committee shall be final and binding. No provisions of this policy, or its administration, shall be subject to review under the grievance or arbitration provisions of any collective bargaining agreement.

**G. Job Injury**

All staff members of the District are insured against on-the-job injuries through a worker's compensation insurance company.

1. When an employee sustains an on-the-job injury, he or she must report the injury immediately to his or her supervisor and to the Human Resources Department. The District's worker's compensation insurance carrier provides forms, which must be used in reporting all on the job injuries. The employee will be kept in regular pay status until the end of his/her scheduled shift on the date of injury.
2. Once the employee qualifies for benefits under the District's worker's compensation insurance carrier, the injured worker is entitled to payment under the provisions of the District's worker's compensation insurance carrier.

3. During the first sixty (60) days following an on-the-job injury, the District will provide full compensation and salary benefits to the employee. During this time, no Sick Leave will be charged and the employee must return to the District any compensation benefits received from the District's worker's compensation insurance carrier.
4. At the end of sixty (60) days after the on-the-job injury, if the employee is unable to return to work, he or she may use accrued Sick Leave. During this time, the employee may retain compensation provided by the District's worker's compensation insurance carrier.
5. If after all accrued Sick Leave has expired and the employee is still unable to work, he or she may use any accrued Vacation Leave. During this time the employee may continue to retain compensation provided by the District's worker's compensation insurance carrier.
6. When after sixty (60) days has expired, and all Sick Leave and Vacation Leave are exhausted, and the injured worker is still unable to return to work, he or she will receive no further compensation from the District, but may request Leave Without Pay from the Executive Director. However, the injured worker may still receive compensation benefits from the District's worker's compensation insurance carrier.

## **H. Family and Medical Leave Act (FMLA) Leave of Absence**

### **REASONS FOR TAKING LEAVE**

#### **1. Basic Leave Entitlement.**

Employees who have been employed for at least one (1) year and have worked at least 1,250 hours within the previous twelve (12) month period for the District are eligible for unpaid leave for a maximum of twelve (12) weeks under the Family and Medical Leave Act of 1993 ("FMLA"). FMLA leave may be taken for the following reasons:

- a. The birth of a child, care for the child after birth, incapacity due to pregnancy or prenatal medical care;
- b. The placement of a child for adoption or foster care, and care for such child after placement;
- c. The care of a parent, spouse, domestic partner or child with a serious health condition; or
- d. The employee's own serious health condition.

#### **2. Military Leave Entitlements.**

##### **a. Covered Servicemember Leave.**

Eligible employees (as defined above) who are the spouse, domestic partner, son, daughter, parent or next of kin of a covered servicemember are also entitled to unpaid leave under the FMLA. A covered

servicemember is (1) 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, or is otherwise on the temporary disability retired list, 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. A serious illness or injury is an injury or illness incurred by the servicemember in the line of active duty in the Armed Forces that may render the servicemember medically unfit to perform his/her duties. Eligible employees may take covered servicemember leave up to a maximum of twenty-six (26) weeks during a single 12-month period.

**b. Qualifying Exigency Leave.**

Eligible employees may also take unpaid leave under the FMLA up to a maximum of twelve (12) weeks for certain qualifying exigencies occasioned by the covered active duty or call to covered active duty status in the Armed Forces of the employee's spouse, domestic partner, parent, son or daughter. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, making financial or legal arrangements, attending related counseling sessions or attending post-deployment activities.

**LENGTH OF LEAVE**

1. Eligible employees are entitled to a maximum period of 12 weeks of unpaid FMLA leave in a rolling 12-month period (counted backwards from the date the employee uses any FMLA leave) for any of the reasons listed above under Basic Leave Entitlement or for qualifying exigency leave.
2. Employees taking Covered Servicemember Leave are entitled to a maximum of 26 unpaid weeks of leave in a single 12-month period. Employees who qualify for both covered servicemember leave and any other type of FMLA leave during a single 12-month period are entitled only to a combined total of 26 weeks of leave.
3. Spouses who are both employed by the District are entitled to a combined total of up to 12 weeks of unpaid leave during any 12-month period if FMLA leave is taken for the birth of a child, placement of a child for adoption or foster care, or to care for the child after birth or placement. Spouses who are employed by the District are also entitled to a combined total of 12 weeks of unpaid leave within a 12-month period to care for the employee's parent with a serious health condition. Spouses employed by the District are entitled to a combined total of 26 weeks of unpaid leave during a 12-month period for child bonding and/or the care of a covered servicemember if Covered Servicemember Leave is used. Spouses employed by the District are entitled to each take 12 weeks of unpaid leave within a 12-month period for their own serious health condition or a serious health condition of their child.
4. All approved leaves taken pursuant to the FMLA are without pay. If an

employee has accrued paid leave (*i.e.*, sick leave, vacation, etc.), the employee must substitute such paid leave before any unpaid FMLA leave is taken. Accordingly, any paid time off will be designated as FMLA leave and will count toward, and run concurrently with, an employee's 12 (or 26) weeks of FMLA leave time. For example, if an employee eligible for 12 weeks of FMLA leave has accrued 8 weeks of paid sick leave, the employee would be required to first exhaust the 8 weeks of sick leave, and then take the remaining 4 weeks as unpaid leave.

### **INTERMITTENT/REDUCED SCHEDULE LEAVE**

For certain qualifying reasons, employees taking FMLA leave may do so on an intermittent or reduced schedule leave basis. Intermittent leave is leave taken in separate blocks of time due to a single qualifying reason. Reduced schedule leave is leave which would reduce the usual number of hours the employee works within a work day or a workweek and may, for example, require a change in the employee's status from full-time to part-time during the period of leave. In certain circumstances, the District may also require an employee taking intermittent or reduced schedule leave to temporarily transfer to an alternative position which better accommodates the employee's recurring periods of leave.

If intermittent or reduced schedule leave is needed for planned medical treatment, employees are required to make reasonable efforts to schedule such treatment so as to not unduly disrupt the operations of the District.

Intermittent or reduced schedule leave is not available in all situations. To request intermittent or reduced schedule leave, employees will be required to provide a medical or other certification which sets forth specific parameters for this type of leave.

### **BENEFITS DURING LEAVE**

While on FMLA leave, employees are entitled to receive group health insurance benefits under the conditions coverage would have been provided if the employee had continued employment continuously for the duration of the leave of absence. Employees must continue to pay their share of the premium which they paid prior to the leave of absence in order for health insurance benefits to be maintained. It is the employee's responsibility to arrange for payment of his or her share of the premium.

Other than the continuation of group health benefits (provided that the proper employee premium payments are made), employees will not accrue any other type of employment benefit (*i.e.*, sick leave, vacation leave, etc.) while on unpaid FMLA leave.

### **PROCEDURE FOR REQUESTING FMLA LEAVE**

#### **1. Giving Notice of Leave.**

Employees are required to give the District at least 30 days advance notice of the need for FMLA leave before the date on which leave is to begin if the need for leave is foreseeable or planned. Examples of foreseeable leave include the anticipated birth or placement for adoption or foster care of a child, or planned

medical treatment for the employee or a family member. In all other circumstances, notice of the need for leave must be given to the District as soon as possible and practicable.

Employees requesting FMLA leave will be required to complete an FMLA application furnished by the District's Human Resources Department and will be obligated to make sure that all requested information in connection with the leave request is returned to the District in a timely manner.

The Genetic Information Nondiscrimination Act of 2008 (GINA) prohibits employers and other entities covered by GINA Title II from requesting or requiring genetic information of an individual or family member of the individual, except as specifically allowed by this law. To comply with GINA, the District requests that employees not provide any genetic information when responding to a request for medical information. "Genetic information," as defined by GINA, includes an individual's family medical history, the results of an individual's or family member's genetic tests, the fact that an individual or an individual's family member sought or received genetic services, and genetic information of a fetus carried by an individual or an individual's family member or an embryo lawfully held by an individual or family member receiving assistive reproductive services.

## **2. Providing a Medical Certification.**

For FMLA leave requested either for the employee's own serious health condition or a serious health condition of a family member or covered servicemember, the District requires that the employee requesting leave obtain a completed medical certification from a health care provider which certifies the need for leave. It is the employee's responsibility to ensure this certification is fully completed and timely returned to the District. The medical certification form will be provided to the employee by the Human Resources Department, if applicable.

Medical certification of a foreseeable/planned leave should be provided to the District before the leave begins, and a failure to do so may result in a delay of the leave until such time as the certification is provided.

When the submission of a medical certification is not possible before leave begins, or when the need for leave is unforeseeable, the employee will be provided a period of fifteen (15) calendar days to return the completed certification to the Human Resources Department, unless a different time frame is agreed to by the District.

An employee's failure to provide a completed medical certification upon request of the District may result in the denial of FMLA leave.

Under certain circumstances, the District may require clarification or authentication of a completed medical certification. The District may also seek a second or third opinion from a different health care provider.

Only a health care provider may complete the medical certification form. In the event an employee alters, changes, or completes the certification, such action will be considered falsification of District documents and result in disciplinary action, up to and including termination.

## **RECERTIFICATION**

The District may request recertification of an employee's need for FMLA leave due to the employee's serious health condition or the serious health condition of a family member. Recertification may be required on both a periodic and annual basis. Generally, the District may request recertification when (1) the employee requests an extension of the leave; (2) circumstances described by the original certification have changed significantly (*i.e.*, the duration or frequency of the absence, the nature or severity of the condition, etc.); or (3) the District receives information that casts doubt upon the employee's stated reason for the absence or the continuing validity of the certification.

The employee must provide the completed recertification to the District within 15 calendar days after the District makes the request. Any recertification requested shall be obtained at the employee's expense.

## **EMPLOYEE OBLIGATIONS WHILE ON FMLA LEAVE**

While on FMLA leave, employees are required to remain in contact with the District periodically to provide an update as to their status and intent to return to work. In the event such periodic reports are made directly to the employee's supervisor or manager, the supervisor or manager must also notify the Human Resources Department. In the event the employee's leave circumstances have changed, including an inability to return to work as anticipated, the employee must promptly contact the Human Resources Department to discuss.

Accepting employment outside the District or expanding the scope of current outside employment while on FMLA leave will be considered a voluntary resignation provided such conduct is inconsistent with the stated need for leave and/or the restrictions set forth in an applicable medical certification furnished to the District.

## **RETURNING FROM FMLA LEAVE**

If an employee takes FMLA leave due to the employee's own serious health condition that makes the employee unable to perform the functions of the employee's job, the District will require that the employee furnish a fitness-for-duty certification as a condition of reinstatement once FMLA leave has been completed. The cost of obtaining the fitness-for-duty certification shall be borne by the employee.

A fitness-for-duty certification must be provided to the District's Human Resources Department prior to the employee's expected return to work date. In the event this certification is not provided, the District may delay the employee's return to work.

If the employee provides a fitness-for-duty certification that indicates restrictions on the employee's ability to work, the District's Human Resources Department will work with the employee to determine whether a reasonable accommodation may need to be provided. Similarly, if the employee is unable

to return to work at the conclusion of FMLA leave, the employee is required to notify the Human Resources Department so that the specific circumstances can be discussed.

In most situations, an employee returning from FMLA leave will be restored to the same position the employee held when the leave began, or to an equivalent position with equivalent pay, benefits and terms and conditions of employment. However, an employee has no greater right to reinstatement or to other benefits and conditions of employment than if the employee had been continuously employed rather than on FMLA leave (*i.e.*, if the employee's job was eliminated during the employee's leave, there is no right to reinstatement). An exception to the normal job restoration process exists for certain key/highly compensated employees.

### **TERMINATION OF EMPLOYMENT**

In the event an employee chooses not to return to work at the conclusion of FMLA leave, such notice must be provided to the District's Human Resources Department in advance of the leave expiration date. Upon receipt of such notice, the District's obligations under the FMLA to maintain group health benefits (subject to COBRA requirements) and to reinstate the employee shall cease.

If an employee is unable to perform the full essential functions of his or her position, with or without a reasonable accommodation, at the conclusion of the FMLA leave, the District may initiate separation of employment.

### **CONFIDENTIALITY**

All records received by the District in connection with an employee's request for FMLA leave, including medical certifications, recertifications, and fitness-for-duty certifications, will be maintained in the employee's confidential medical file, which exists separate and apart from the employee's employment file. All such information shall be treated as confidential medical records, except that:

1. Supervisors and managers may be informed about necessary work or duty restrictions for the employee, including anticipated absences;
2. First aid or safety personnel may be informed, if appropriate, as to whether the employee's serious health condition may require emergency treatment; and
3. Government officials investigating compliance with the FMLA (or other applicable law) shall be provided relevant information upon request.

### **RESPONSIBILITIES UNDER THE DISTRICT'S FMLA POLICY**

1. Employees are responsible for:
  - a. Knowing and complying with the provisions of the District's FMLA policy and other related policies.

- b. Providing proper and timely notice (as outlined in this policy) to their supervisor or manager and the Human Resources Department of the need for FMLA leave or a change in status to FMLA leave already being taken.
  - c. Completing and/or obtaining the completion of all required forms received from the Human Resources Department regarding either a request for leave under the FMLA or leave already being taken.
  - d. Working with their supervisor or manager and the Human Resources Department, in cases of intermittent or reduced schedule leave, as applicable, to either plan leave so as to not unduly disrupt the operations of the District or to temporarily transfer to an alternative equivalent position that better accommodates the recurring periods of leave.
  - e. Making payment to the Human Resources Department of the employee share of any group insurance premiums to be maintained while on unpaid FMLA leave.
2. Supervisors and managers are responsible for:
- a. Immediately informing the Human Resources Department of any request for leave made by an employee or any change in an employee's status reported to them while an employee is on leave.
  - b. Completing, signing and returning to the Human Resources Department any required forms or other documents related to an employee's request for or use of leave under this policy, including personnel action forms indicating the period of any unpaid FMLA leave taken by an employee.
  - c. Consulting and coordinating with the employee and the Human Resources Department, in cases of intermittent or reduced schedule leave, as applicable, to either plan leave so as to not unduly disrupt the operations of the District or to temporarily transfer an employee to an alternative equivalent position that better accommodates the employee's recurring periods of leave.
  - d. Facilitating the employee's return to work at the conclusion of FMLA leave, provided the employee has satisfied all return to work requirements.
3. The Human Resources Department is responsible for:
- a. Maintaining a supply of blank FMLA applications and furnishing such applications to an employee when a request or need for leave which may be FMLA-qualifying has been communicated by an employee.
  - b. Explaining FMLA policies, procedures, forms, and other

requirements to employees, as needed.

- c. Processing FMLA applications, including the approval or denial of a leave request, and advising employees of the conditions applicable to such leave, including benefit continuation and return to work obligations.
- d. Notifying the employee's supervisor or manager and the Payroll Department of an employee's leave status, including the use of paid and unpaid leave.
- e. Consulting and coordinating with the employee and the employee's supervisor or manager, in cases of intermittent or reduced schedule leave, as applicable, to either plan leave so as to not unduly disrupt the operations of the District or to temporarily transfer an employee to an alternative equivalent position that better accommodates the employee's recurring periods of leave.
- f. Working with the employee and the employee's supervisor or manager to facilitate the employee's return to work following the conclusion of FMLA leave.
- g. Addressing alternatives, as appropriate, with the employee in the event the employee is unable to return to work upon the conclusion of FMLA leave.

## EMPLOYEE RIGHTS AND RESPONSIBILITIES UNDER THE FAMILY AND MEDICAL LEAVE ACT

### Basic Leave Entitlement

FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to eligible employees for the following reasons:

- For incapacity due to pregnancy, prenatal medical care or child birth;
- To care for the employee's child after birth, or placement for adoption or foster care;
- To care for the employee's spouse, son or daughter, or parent, who has a serious health condition; or
- For a serious health condition that makes the employee unable to perform the employee's job.

### Military Family Leave Entitlements

Eligible employees with a spouse, son, daughter, or parent on active duty or call to active duty status in the National Guard or Reserves in support of a contingency operation may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered servicemember during a single 12-month period. A covered servicemember is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty on active duty that may render the servicemember medically unfit to perform his or her duties for which the servicemember is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list.

### Benefits and Protections

During FMLA leave, the employer must maintain the employee's health coverage under any "group health plan" on the same terms as if the employee had continued to work. Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.

Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

### Eligibility Requirements

Employees are eligible if they have worked for a covered employer for at least one year, for 1,250 hours over the previous 12 months, and if at least 50 employees are employed by the employer within 75 miles.

### Definition of Serious Health Condition

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

### Use of Leave

An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the employer's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

### Substitution of Paid Leave for Unpaid Leave

Employees may choose or employers may require use of accrued paid leave while taking FMLA leave. In order to use paid leave for FMLA leave, employees must comply with the employer's normal paid leave policies.

### Employee Responsibilities

Employees must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days notice is not possible, the employee must provide notice as soon as practicable and generally must comply with an employer's normal call-in procedures.

Employees must provide sufficient information for the employer to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the employer if the requested leave is for a reason for which FMLA leave was previously taken or certified. Employees also may be required to provide a certification and periodic recertification supporting the need for leave.

### Employer Responsibilities

Covered employers must inform employees requesting leave whether they are eligible under FMLA. If they are, the notice must specify any additional information required as well as the employees' rights and responsibilities. If they are not eligible, the employer must provide a reason for the ineligibility.

Covered employers must inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement. If the employer determines that the leave is not FMLA-protected, the employer must notify the employee.

### Unlawful Acts by Employers

FMLA makes it unlawful for any employer to:

- Interfere with, restrain, or deny the exercise of any right provided under FMLA;
- Discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

### Enforcement

An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer.

FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

**FMLA section 109 (29 U.S.C. § 2619) requires FMLA covered employers to post the text of this notice. Regulations 29 C.F.R. § 825.300(a) may require additional disclosures.**



For additional information:  
1-866-4US-WAGE (1-866-487-9243) TTY: 1-877-889-5627  
[WWW.WAGEHOUR.DOL.GOV](http://WWW.WAGEHOUR.DOL.GOV)



U.S. Department of Labor | Employment Standards Administration | Wage and Hour Division

WHD Publication 1420 Revised January 2009

## **I. Other Leaves**

1. Bereavement Leave: An employee will be granted a maximum of five (5) days with pay as bereavement leave for the death of an immediate family member of an employee or an employee's spouse or domestic partner (as declared per Library District policy). An immediate family member of an employee or spouse or domestic partner shall be defined as spouse, domestic partner (as declared per Library District policy), children (including adopted, step, in-law or foster relationships), grandchildren, parents (including step or in-law), siblings (including step or in-law) or grandparents (including step or in-law). The employee must provide documentation of death. Such leave will not be deducted from an employee's leave accruals; however, it is non-accruable and not compensable if unused.
2. Jury Duty Leave: Employees called to serve jury duty shall not suffer a reduction in their wages. Employees called for jury duty shall receive their regular rate of pay and shall submit all jury duty pay, except for mileage, to the District. Those employees assigned to other than day shift (7:00 a.m. – Branch closing) shall be reassigned to day shift for the duration of their jury duty. Employees shall 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.
3. Military Leave: Military Leave will be provided according to statute.
4. Educational Leave: An employee may request from the Executive Director one (1) full year of leave without pay for the purpose of attending a Library School accredited by the American Library Association. If such a request is approved, the employee who completes a Master's Degree at such school will be returned to his/her previous classification pending successful application to a professional library classification. The Executive Director, depending on the needs of the District, may assign him or her to any branch or department.
5. Leave Without Pay: The Executive Director may grant Leave Without Pay to an employee for a specified period of time. While on Leave Without Pay, employees will not accrue Vacation Leave, Sick Leave, service credit for longevity/seniority, and will not receive any other benefit provided by the District. Upon return from Leave Without Pay, employees will be returned to their same or to a similar job classification, and will be paid at the wage rate they were assigned prior to the Leave Without Pay.
6. Administrative Leave: Administrative Leave is defined as leave with pay for a specified period of time approved by the Executive Director or his/her designee. The Executive Director or his/her designee may grant Administrative Leave to employees to attend workshops, seminars, educational classes, or for other purposes for the good of the District that is directly related to their job duties.

**J. Longevity**

All employees hired prior to October 1, 2006 who, as of December 31 of each year, have completed five (5) or more years of service to the District, will receive longevity benefits on the first pay day in November in the same year, in accordance with the following:

1. The longevity rate for eligible employees is \$100 per year for each year of service.
2. All employees who meet the eligibility requirements of longevity pursuant to this section will be paid longevity prorated on the basis of their authorized work hours.
3. Any period that an employee is on Leave Without Pay will be deducted from the creditable service for longevity pay.

**K. Retirement**

As a public agency, the District is part of the State of Nevada Public Employees Retirement System (PERS). All eligible employees will be enrolled for this retirement benefit. Part-time employees working under twenty (20) hours will be covered under the Federal Insurance Contributions Act (FICA). The District shall pay retirement in accordance with NRS 286.421.

**L. Deferred Compensation**

In accordance with Section 457(b) of the Tax Code, eligible employees may participate in a deferred compensation program sponsored by the District.

**M. Section 125 Flexible Spending Account**

The District provides the opportunity for eligible employees to purchase eligible health insurance benefits with pre-tax dollars. It also allows employees to pay out-of-pocket medical expenses and dependent care costs with pre-tax dollars through the offering of flexible spending accounts.

**N. Dental and Vision Benefits**

Dental and Vision Benefits are provided under the plan approved by the Board of Trustees.

**O. Other Benefits**

The District may provide other health benefits depending upon budgetary funding.

