

# PERSONNEL POLICIES, FEDERATION OF COMMUNITY COUNCILS

Approved \_\_\_\_\_, 2017

## MISSION

The mission of the Federation of Community Councils (“Federation”) is to assist Community Councils to involve citizens in the governmental process at the neighborhood level. The Federation’s Community Councils Center advances this mission by providing centralized electronic mailing services, administrative assistance, technical support and training services to all Community Councils in the Municipality of Anchorage. It is the Federation’s goal that the Community Councils Center provides these services to all Community Councils in the most fair, efficient and effective manner possible.

## ARTICLE 1: DEFINITIONS:

1. “Anniversary Date” means the first day that an Employee is hired and reports to work. The Anniversary Date may be adjusted by two weeks or less for administrative convenience at the discretion of the Federation chair.
2. “At will Employee” means that the Employer has the right to terminate the Employee’s employment at any time for any or no reason and the Employee has the right to terminate their employment at any time. All Employees are at will employees.
3. “Chair” is the elected Chair of the Federation Board of Delegates and includes the Chair’s ~~written~~ designee when the Chair is not available after reasonable notice.
4. “Community Councils Center Manager” is an Employee who is charged by the Employer with responsibility for managing the Community Councils Center’s daily operations consistent with the law, the Community Councils Center purposes, Federation governing documents, policies and directions, and the Community Councils Center Manager’s job description.
5. “Employee” means a person in the employ of the Federation who has met all the requirements of the position for which they are hired, satisfied all requirements of the Federation, and has reported to work fully able to perform the core duties of the position for which they were hired.
6. “Employer” is the Federation as administered by the Federation’s Executive Committee.
7. “Executive Committee” comprises the Chair, Vice Chair, Treasurer and Secretary of the Federation.
8. “Exempt” and “Non Exempt” Employees are defined by the current language of The Fair Labor Standards Act, a federal law.

9. "Full-time Employee" is an Employee who is regularly scheduled to work 40 hours per week.
10. "Part-time Employee" is an Employee who is regularly scheduled to work less than 40 hours per week.
11. "Treasurer" is the elected Treasurer of the Federation Board of Delegates.
12. The pronouns "they" and "their" mean "he" or "her" as appropriate to the context.

## **ARTICLE II: EMPLOYMENT**

1. Employees shall promptly and effectively execute and implement the instructions of their supervisor or person designated to be their supervisor. The Chair is the Community Councils Center manager's supervisor. Grounds for failing to immediately follow a supervisor's instruction are limited to an instance where the instruction puts the Employee in danger of injury, is illegal or violates the Employee's moral values. The burden of proof in these cases is with the Employee. The decision as to the Employee meeting the burden of proof will be with the Chair.
2. Employees shall perform their assigned duties and tasks to the satisfaction of their supervisor and the Board of Delegates.
3. Employees shall report for work at the Community Council's Center as scheduled and timely complete their work tasks. Lunch and break periods will be scheduled so the Community Councils Center office remains staffed throughout the work day to the extent possible.
4. Employees shall not, during work hours, engage in any activities not directly related to their assigned duties and tasks at the Community Councils Center without prior written approval of the Chair. Even if approved, the activities not directly related to the Employee's duties are not to take any significant time away from performing their duties.
5. All Employees are at will employees and may be terminated at any time for any or no reason.
6. All Employees will be treated consistent with the requirements of the Equal Employment Opportunity Commission.
7. Job descriptions and assignments. The Executive Committee will establish job descriptions and Employee assignments. While not every duty connected with a job description can be specifically set out, it is nevertheless intended that all such duties shall be performed as part of the Employee's work.

78. The Federation Board of Delegates has authority to hire the Community Councils Center Manager. Hiring for all other positions is the responsibility of the Chair and the Community Councils Center Manager. The method and means of recruiting and hiring Employees will be the decision of the Chair and Executive Committee consistent with the needs of the organization.

89. The initial hire probationary period will be 6 months for all Employees. During this period a written Performance Evaluation will be completed by the Employee's supervisor no less than every 45 days. A six month probationary period will be established by the Chair whenever an Employee assumes a new position with a significant change in duties. Employees remain at all times at will Employee's, probationary periods do not affect an Employee's status as an at will Employee either during or after the period.

910. Performance Evaluations during a probationary period will focus on the Employee's performance of the tasks and core duties of the Employee's position and include the quality and quantity of service provided to Employer and the Community Councils.

110. At any time during an initial probationary period, the Employee may be separated from the position for any or no reason without right of grievance or hearing.

124. After the probationary period Employees will be given a Performance Evaluation once each year within 30 days of the Employee's Anniversary Date. The Performance Evaluation will focus on the Employee's performance of the tasks and core duties of their position and the quality, quantity and effectiveness of the Employee's service to the Employer and the Community Councils. The Employer may request additional performance evaluations at any time. The completed performance evaluation shall be discussed with the Employee.

13. Employee personnel records will be kept at the Community Councils Center office under the control of the Chair and in a manner to provide confidentiality.

14. Resignation. An Employee may terminate their employment by submitting a written resignation to the Executive Committee delivered to the Chair at least ten working days before the final work day.

### **ARTICLE III: GRIEVANCE PROCEDURE**

1. An Employee may file a grievance if the Employee has reason to believe that the Employer is not managing their employment consistent with the best interests of the Federation or if the Employee has reason to believe the Employer has violated an employment law or regulation related to their employment.

2. The Employee shall make the Employer aware of a grievance in writing to the Chair not later than 10 days after the Employee learns of the cause of the grievance. If the Employee does not make the Employer aware within 10 days the Employee will be deemed to have waived the right to a grievance.
3. The first step of the grievance procedure will be handled informally by the Chair and the Employee. If it is not resolved, then the Employee may request a review by a quorum of the Executive Committee (the Chair must be included) within 10 days after the Chair's oral or written decision is given to the Employee. The Executive Committee's decision on review is final.

#### **ARTICLE IV: DISCIPLINARY PROCEDURE**

1. When an Employee's supervisor determines that an Employee's performance or behavior needs correction, the supervisor will normally make the Employee aware verbally for minor offenses. The supervisor will inform the Employee of the performance or behavior that needs correction and the improvement that is necessary.
2. If an Employee either repeatedly fails to perform to the expectations of the Employer or commits a serious infraction of the terms of employment, policies or procedures, or the terms of a grant or contract managed by Employer, the Employer may take any action the Employer deems necessary to resolve the problem. These actions may, in the Employer's discretion, include any or all of the following: a probationary period, suspension with pay, suspension without pay, or termination. The Employer's disciplinary actions will be in writing and give the date of the probation, suspension or termination.

#### **ARTICLE V: PAY AND BENEFITS**

1. The Executive Committee will establish the pay and benefits of all Employees. Normally a salary survey will be used to guide this process.
2. Employees will normally be paid the first scheduled working day after the first and fifteenth of the month. Pay periods begin on the first and 15<sup>th</sup> day of each month and end on the 14<sup>th</sup> and last day of each month.
3. When an Employee either voluntarily terminates their employment or their employment is terminated by the Employer, any wages due and compensable accrued leave will be provided to the Employee as soon as practical. If the Employee has any financial liabilities to the Employer, these will be resolved prior to any wages being paid.

#### **ARTICLE VI: HOURS OF WORK**

1. The hours of work for all positions will be established by the Executive Committee in consultation with the Federation Board of Delegates consistent with the needs of the organization.
2. Overtime pay will be governed by federal law under The Fair Labor Standards Act. There shall be no overtime without prior written approval of the Chair. Overtime hours requiring written approval of the Chair are any hours in addition to the hours designated in an Employee's job description.
3. Employees will not deviate from their established work schedules or perform work outside their preapproved schedule without prior written approval of their supervisor. Any deviation from an Employee's work schedule without prior approval may be cause for disciplinary action, up to and including termination.
4. Employees shall be required to record their hours of work on a daily basis. These will be and attached to the check request for payment and submitted to the Treasurer on a pay period basis.

#### **ARTICLE VII: LEAVES OF ABSENCE**

1. Annual leave. Full time Employees will be credited with eight hours of annual leave per calendar month in months the Employee works or is in a paid leave status. Annual leave will be prorated for Part-time Employees. A maximum of five days of annual leave may be carried over from one year to the next.
2. Annual leave must be requested in writing to the Employee's supervisor at least 10 days prior to the date the Employee intends to begin the leave. The leave is not approved until the Employee receives the supervisor's approval in writing.
3. The Employee is responsible to schedule and use their annual leave so that it does not interfere with the function of the Community Councils Center or mission of the Federation.
5. Sick leave. Full-time Employees will earn four hours of sick leave per calendar month in months the Employee works or is in a paid leave status. An Employee may accumulate sick leave up to 80 hours. Accrued sick leave shall not be cashed out upon termination.
6. The following are Holidays for which Full-time Employees are not required to work and will be compensated at their normal rate of pay if the Holiday occurs in months the Employee works or is in a paid leave status. Holiday compensation will be prorated for Part-time Employees. If a Holiday falls on a Saturday, the Employee will take the preceding Friday and if it falls on a Sunday, the Employee will take the following Monday as their Holiday.
 

New Year's Day	Martin Luther King Day
President's Day	Memorial Day

Independence Day  
Labor Day  
Thanksgiving Day  
Christmas Day  
Veteran's Day  
Day after Thanksgiving  
Christmas Eve

6. Court leave will be granted consistent with the terms of the court notice and the needs of the Federation. The Employee shall notify the Employer as soon as they receive a jury notice and must provide proof of service when applying for leave. The Employee will be compensated at their normal rate of pay after providing proof of the hours and days served. Fees paid by the court for serving will be remitted to the Federation.
7. Leaves of absence without pay may be granted by the Chair after consideration of the Employee's request and the need to provide continuous service to the Community Councils. The Employee shall submit a request for leave to the Chair stating the reasons and times of the leave sought.

#### **ARTICLE VIII: SPECIAL PROVISIONS**

1. Employees shall not engage in any political activity while performing work for or representing the Federation.
2. Employees shall not take any action which puts the Federation in a light inconsistent with its core mission or that would negatively impact its funding.
3. Employees shall not take any gift, favor, reward, etc. that would put their objectivity into question.
4. Employees may not hold other employment or positions that will adversely affect the Employee's performance of duties, availability or productivity, or involve a conflict of interest with the Federation's mission.
5. Employees may not speak on behalf of the Federation without prior written approval of the Chair, except in matters concerning their particular responsibility.

Federation of Community Councils Board of Delegates, Approved\_\_\_\_\_, 2017

VOTE: Yes: No: Abstain:

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Bonnie E. Harris, Chair  
Federation of Community Councils