

PURPOSE of PERSONNEL POLICIES

It is FCC's policy to promote a harmonious and cooperative relationship between itself and its employees.

The purposes of these policies are:

1. To promote fair, reasonable and safe working conditions.
2. To promote individual efficiency in service.
3. To provide a basis for the adjustment of any matters of mutual interest by means of amicable discussion.
4. To contribute to the continuation of good employee relations and in all respects the best interests of FCC.

ARTICLE I

DEFINITIONS

- 1.01.0 TENSE, NUMBER, and GENDER AS USED IN THESE POLICIES
- 1.01.1 Words in the present tense include the past and future tenses, and words in the future tense include the present tense.
- 1.01.2 Words in the singular number include the plural, and words in the plural number include the singular.
- 1.01.3 Words of the masculine gender include the feminine.
- 1.02.0 DEFINITIONS
- 1.02.1 "ANNIVERSARY DATE" means the first day of the month of hire or promotion in a given position and annually thereafter.
- 1.02.2 "DEPENDENT", in these Policies, is limited to the employee's wife or husband, the employee's unmarried children and those other dependents as defined in all applicable insurance policies.
- 1.02.3 "EMPLOYEE" means a person in the employ of the FCC.
- 1.02.4 "EMPLOYER" means FCC.
- 1.02.5 "PERSONNEL FILE" means all documents, reports and evaluations of an employee's performance and any other material pertaining to an employee in his official portfolio kept on file by the Manager.
- 1.02.6 "FCC" means Federation of Community Councils
- 1.02.7 "TERMS AND CONDITIONS OF EMPLOYMENT" means the hours of employment, the compensation and fringe benefits, and the employer's personnel policies affecting the working conditions of the employees.

- 1.02.8 "EXEMPT", as determined at the time of hire or promotion, refers to employees who do not receive overtime pay. To be exempt, at least 80% of a person's work must be executive, administrative, or professional in nature, requiring exercise of discretion and independent judgment. This includes employees whose primary activity is to teach and those whose work is mainly managerial, supervisory, artistic, or intellectual in scope.
- 1.02.9 "NON-EXEMPT", as determined at the time of hire or promotion, refers to employees who perform work other than executive, administrative, or professional as defined by the Fair Labor Standards Act and must receive extra pay for overtime work as required by law.
- 1.02.10 "FULL-TIME" .A full-time employee is one who is scheduled to work at least 30 hours per week.
- 1.02.11 "PART-TIME" .those employees who work a schedule of less than 30 hours per week.
- 1.02.12 "CASUAL": Full or part-time employees who are hired for a specific and limited period of time, not exceeding six months, and who are therefore eligible only for workers' compensation benefits.
- 1.02.13 "PERMANENT": The status after the successful completion of the probation period.

ARTICLE II

EMPLOYMENT

- 2.01.0 Employee Obligations
- 2.01.1 The employee shall promptly and efficiently execute the instructions and orders of supervisors. If any employee believes a rule, regulation, instruction, or order of a supervisor is unreasonable or unjust, tile employee shall comply with rule, regulation, order, or instruction of supervisor, but with the further provision that such employee may file a grievance with regard to the rule, regulation, order or instruction. At no time will an employee be expected to execute an instruction or order which is an obvious violation of the law or presents an obvious hazard to personal safety.
- 2.01.2 Employees shall perform their duties and assigned tasks to the best of their ability and to the satisfaction of the FCC.
- 2.01.3 Employees shall be at their assigned work stations and perform their assigned work during their prescribed work times.
- 2.01.4 Employees shall refrain from all activities during work times which detract from the performance of their or other employees' work.
- 2.01.5 All employees serve at the pleasure of FCC and may be terminated at will.
- 2.01.6 Employees shall exercise due diligence to assure the safety of employees and visitors to the Center and at FCC functions.
- 2.02.0 Classification of Positions and Job Descriptions

- 2.02.1 The assignment of positions to classes is the responsibility of the Executive Committee. The Executive Committee shall have the right to reclassify positions, i.e. assign positions to different classes, establish new classes and assign different pay scales to classes.
- 2.02.2 Job descriptions shall be established by the Manager and Executive Committee for each class of position. It is understood by the parties that every incidental duty connected with operations enumerated in job descriptions is not always specifically described. Nevertheless, it is intended that all such duties shall be performed by the employee.
- 2.03.0 Equal Employment
- FCC maintains, by policy and preference, a continuing commitment to afford all individuals who have the necessary qualifications an equal opportunity to compete for employment and advancement with FCC. FCC will comply with all State and Federal laws, rules, or regulations prohibiting discrimination against any person with regard to employment because of race, religion, color, sex, ancestry, national origin, marital status, age, political affiliation, or physical handicap. The FCC further agrees that this non-discrimination provision against any person with regard to employment because of race, religion, color, ancestry, national origin, marital status, age, political affiliation, or physical handicap relates to solicitation for employment, placement, transfer, demotion, and termination.
- 2.04.0 Hiring Procedures
- 2.04.1 The FCC Board of Directors shall have full authority to hire the Manager in accordance with hiring procedures approved by the Board of Directors.
- 2.04.2 Recruitment and hiring for all positions other than the Manager shall be the responsibility of the Manager, subject to the approval of the Executive and Personnel Committees.
- 2.05.0 Recruitment
- When it is necessary to recruit for a position vacancy, the Manager shall post a recruitment announcement. The announcement shall specify the title and salary range of the position, the minimum qualifications required, the final date applications will be accepted, and any other specific requirements. For recruitment purposes, copies of the recruitment announcement may be sent to public officials, educational institutions, professional and vocational societies, newspapers, and other individuals or organizations and media consistent with obtaining qualified applicants.
- 2.06.0 Probationary Period
- 2.06.1 Permanent status as an FCC employee is achieved by successfully completing a probationary period. This probation serves as the final step in the evaluation of the suitability of an employee to the position. The probationary period allows the employee to demonstrate his ability and fitness while management determines whether an employee is suitable.
- 2.06.2 At any time during the probationary period, the employee may be separated from the position without right of hearing or appeal.
- 2.06.4 Any employee promoted to a higher position with FCC shall serve a probationary period in that position. If it becomes evident that an employee serving a promotional probationary period is not performing adequately, he shall be so informed in writing by the manager. Consideration may then be given to demoting him to a position in his previous class or in any other available position for which he is qualified.
- 2.06.5 The length of the probationary period shall be six months for all positions.

2.07.0 Performance Evaluations

2.07.1 All employees shall be provided with a performance evaluation twice each year, to be completed within 30 days of each employee's anniversary date and within six months from that date. The Manager may request an additional performance evaluation at any time he considers it desirable.

2.07.2 The evaluation will be performed by the manager. The Manager's position will be evaluated by the Executive Committee.

2.07.3 The completed performance evaluation shall be discussed with the employee. The intent of the evaluation interview is to assist the employee to understand what is expected of him and how he is measuring up to those expectations. Upon completion of this discussion, the evaluation report shall be signed by the employee and the evaluator. Any comments added after the employee signs the evaluation will be discussed with the employee and an additional signature of the employee will be required.

2.07.4 The employee's signature shall not constitute agreement with the evaluation. The employee shall receive a copy of the evaluation report and a copy goes in the employee's personnel file.

2.08.0 Resignations

Any employee who desires to terminate his service with FCC shall submit a written resignation to the Manager. The Manager shall submit a written resignation to the Executive Committee. Resignations shall be submitted as early as possible but should be submitted at least ten working days or two weeks before the final workday. A copy of the employee's resignation shall be placed in the employee's personnel file and a copy will go to the Executive Committee.

2.09.0 Discipline and Discharge

2.09.1 If an employee fails to perform in accordance with the employee's obligations set forth, or for any other reasons, the Manager will handle in advance all proposed disciplinary actions.

2.09.2 As set forth in 2.01.5, all employees serve at the pleasure and in the best interest of FCC. As such, any employee may be terminated at will.

2.10.0 Employee Records

An employee shall have the right to examine his personnel file or files in the FCC office during office hours.

2.11.0 References for Former Employees

2.11.1 No reference information regarding former employees shall be given out except the beginning and ending dates of employment and eligibility for rehire.

2.11.2 Reference information regarding former employees beyond the information permitted in section 2.12.1 may be given by the Manager upon receipt of a signed statement by the employee releasing the FCC of any liability for damages which result from the information in the reference.

ARTICLE III

GRIEVANCE PROCEDURES

3.01.0 Definition of Grievance

From the standpoint of the following procedures, a grievance exists when an employee feels that the FCC has violated an aspect of his employment over which he has no control and desires remedial action. All employees shall be free to present grievances in the prescribed manner, and shall be assured freedom from discrimination, coercion, restraint or reprisal in presenting grievances.

3.02.0 Demotion, Discharge, or Suspension

An employee who has been suspended, demoted, or discharged from his position, and who considers himself aggrieved, may file an appeal directly with the Executive Committee and request a hearing thereon without following the grievance procedure set forth below.

3.03.0 Informal Discussion

An employee who feels aggrieved should first discuss his grievance informally with his supervisor. Such discussion shall be requested within thirty (30) days of the issue grieved. An employee who has informally discussed his issue with the Manager and still has a grievance shall follow the formal grievance procedure.

3.04.0 Formal Grievance Procedure

The formal grievance procedure shall consist of the following steps:

3.04.2 If the employee is not satisfied with the written response of the Manager, the employee shall so indicate in writing and shall proceed to submit his grievance to the Executive Committee. The Executive Committee shall respond in writing to the employee within fifteen (15) working days of receipt of the written grievance. If the employee is not satisfied with the Executive Committee written decision, he shall so indicate to the Executive Committee in writing, and, upon the employee's request, the Executive Committee shall arrange a meeting with the employee for the purpose of discussing the grievance.

3.04.3 If the Executive Committee decision does not satisfy the employee's grievance, the employee shall, within five (5) working days after receipt of such decision, submit his grievance in writing to the FCC Board. Within Thirty (30) working days following receipt of the written grievance, the FCC Board shall give the employee and the Manager a written decision. A grievance shall be deemed waived if not presented in writing to the Executive Committee within five (5) days.

ARTICLE IV

PAY AND BENEFITS

4.01.0 Salaries and Wages

The Executive Committee is responsible for establishing a uniform and equitable pay plan based upon established position classifications. It is the responsibility of the Manager to maintain and administer the established pay plan.

4.02.0 Pay Day

There shall be twenty-four (24) pay periods per year, with paydays falling on the working day closest to the first and 15th of each month. Pay periods shall begin on the first and 15th of each month and end on the 14th and last day of each month, respectively. Each payday shall be at the FCC office for the period ending on the designated payday.

4.03.0 Termination

When an employee is terminated due to circumstances beyond his control, his wages and specified benefits become due immediately and shall be paid to him within three (3) working days. An employee shall be entitled to two weeks termination notice or two (2) weeks pay in lieu of notice except in cases of disciplinary action. Prior to such payment, any amount owed FCC will be deducted from whatever funds are due.

4.04.0 Benefits

FCC may provide group health for permanent full-time employees WORKING A MINIMUM OF 30 HOURS PER WEEK. FCC shall pay the employee portion of the premium for this insurance. Eligibility is to begin the first of the month, following the completion of the probationary period. The amount provided for each employee shall not exceed \$200 per calendar month.

FCC may sponsor a retirement benefit plan for employees. Each employee may have the option of allocating a portion of wages to that plan.

Employees may purchase dependent coverage at own expense.

ARTICLE V

HOURS

5.01.0 Hours of Work

5.01.1 The Manager shall establish the scheduled hours of work for FCC employees.

5.01.2 Overtime hours shall be considered to be hours worked in excess of 40 hours per week and 8 hours per day which have been authorized by the employee's Manager.

5.02.0 Overtime

5.02.1 Overtime work assignments are occasionally necessary due to extended work requirements. Employees must accept overtime work if assigned and will be compensated according to the guidelines contained herein, and in accordance with existing Alaska Labor and Regulations.

5.02.2 The Manager is responsible for seeing that no abuse of overtime occurs. All overtime work which will be claimed for compensation must have the prior approval of the Manager, except in an emergency that precludes such prior approval. When overtime hours are worked in such emergencies, the Manager shall review the time record and authorize the overtime work for compensation.

5.03.0 Time Cards

5.03.1 All hours worked shall be recorded by each employee on a form prescribed by the Manager.

ARTICLE VI

LEAVE OF ABSENCES

6.01.0 Sick Leave

6.01.1 Sick leave shall be earned by full-time employees at the rate of four (4) hours per calendar month.

6.01.2 An employee may be required to take sick leave if, in the opinion of the Manager, they are too ill to perform their duties satisfactorily or are a health hazard to other employees.

6.01.3 Employees may be granted up to three (3) months maternity leave-of-absence for mothers or fathers. Employees may use all accumulated leave for maternity reasons.

6.01.4 An employee may accumulate sick leave up to 80 hours. This shall not be cashed out upon termination.

6.01.5 Sick leave shall not be available to employees during the initial probationary period. Upon completion of that probationary period, employees shall earn sick leave credit retroactive to the date of employment. Casual employees shall not accrue sick leave.

6.02.0 Annual Leave

6.02.1 Annual leave for full-time employees shall accrue at the rate of eight (8) hours per calendar month. Annual leave will be prorated for part-time employees. An employee shall be allowed to use his accrued annual leave at the time he desires, unless such leave will be detrimental to FCC operations, as determined by the Manager. Requests for use of annual leave should be made as early as possible. The Manager shall establish a vacation schedule and shall give consideration to length of service in scheduling conflicting requests for leave.

6.02.2 All employees shall take at least five (5) days of annual leave each year at a time convenient to the employee and to the FCC; the Manager may authorize an exception if it can be successfully demonstrated that taking such leave would result in a hardship to FCC.

6.02.3 A maximum of 5 days annual leave may be carried over from one year to the next.

6.02.4 Annual leave shall not be available to employees during the initial probationary period. Upon completion of that probationary period, employees shall earn annual leave credit retroactive to the date of employment. Casual employees shall not accrue annual leave.

6.03.0 Paid Holidays

6.03.1 All employees of the FCC shall receive standard compensation for the following holidays:

New Year's Day	Martin Luther King Day	
President's Day	Memorial Day	Independence Day
Labor Day	Veteran's Day	
Thanksgiving Day	Day after Thanksgiving	
Christmas Eve	Christmas Day	

6.03.2 The Manager may ask staff to work on holidays; however, a comparable holiday must be granted within thirty (30) days.

6.03.3 When a scheduled holiday falls on a Monday, the employees shall take the Saturday prior to

that as the day off. The center will be closed on the Saturday prior to a Monday holiday with ample notification to Council members.

6.04.0 Court Leave

6.04.1 Any employee who is called to serve as a juror or subpoenaed as a witness shall be entitled to Court Leave.

6.04.2 An employee shall provide the Manager with a copy of hours and days served.

6.04.3 An employee on Court Leave shall be compensated at his normal rate of pay. Fees paid by the Court, other than travel and subsistence allowances, will be remitted to FCC for work days when the employee is on Court Leave.

6.05.0 Leave of Absence

6.05.1 Leave without pay may be granted to an employee by the FCC Board Chair after consideration of the employee's request. Each request for such leave shall be considered in the light of the specific circumstances involved and the needs of the FCC. The Manager may grant leave of absence of up to three (3) months.

6.05.2 During leave without pay the employee on leave shall be covered by the FCC's group health, accident, and life insurance policies not to exceed three (3) months provided the premiums are paid by the employee to the FCC in advance of the FCC's date for paying premiums.

ARTICLE VII

SPECIAL PROVISIONS

7.01.0 Prohibited Acts

7.01.1 Employees or their agents may not:

- a. Encourage or condone unauthorized work stoppages.
- b. Make any derogatory or inflammatory remarks concerning FCC or its agents.
- c. Presume to speak in behalf of the FCC without the express prior approval of the Manager, except in matters concerning their particular responsibility.
- d. Plan, participate in, or provide assistance for any form of malicious destructive action against the FCC. Such conduct will be grounds for immediate dismissal.
- e. Hold other employment or memberships that will interfere with the performance of duties with the FCC. Such employment shall not involve a conflict of interest with the employee's duties at FCC nor shall they involve the performance of duties which the employee should perform as part of his duties with FCC.
- f. Accept reward, favor, gift, or other form of remuneration in addition to compensation, for performance or non-performance, for any vendor, contractor, individual or firm, or from any other source having or proposing to have a relationship with FCC.
- g. Engage in any form of physical violence, with the exception of defensive action, against any other person while working for or representing FCC. Such action will result in immediate dismissal.
- h. Utilize any vehicles or equipment belonging to FCC while under the influence of alcohol or illegal drugs. Conviction of such an offense will result in immediate dismissal.

Neither be in the possession of alcohol or illegal substances nor be under the influence of alcohol or illegal substances while performing their duties.

7.01.2 FCC prohibits sexual harassment of its employees in any form. No employee shall threaten or insinuate, either explicitly or implicitly, that another employee's employment, evaluation, wages, advancement, assigned duties, or any other condition of employment will be adversely affected by an employee's refusal to submit to sexual advances. Other sexually harassing conduct in the work place --whether committed by supervisory or non-supervisory personnel --is also prohibited; such conduct includes offensive sexual flirtations, advances, propositions, comments about an individual's body, sexually degrading words used to describe an individual, and the display in the work place of sexually suggestive objects or pictures.

7.02.0 Protection of Rights

7.02.1 Every employee has the responsibility to safeguard the property of FCC that is placed in their possession, whether it be for personal or professional purposes. No employee shall be held financially liable for such property which is stolen or damaged, unless it can be determined, through administrative or judicial means, that such loss was the result of a deliberate or negligent act.

7.02.2 To the extent that it is covered by insurance, costs stemming from a civil suit against an employee in the performance of his duties as required by the FCC shall be borne by FCC, including any judgment rendered against the employee, unless the employee is found to be guilty of gross negligence.

7.03.0 Reimbursements

7.031 No employee shall be required to provide on-the-job transportation as a condition of employment. Employees may volunteer the use of private vehicles for on-the-job transportation under terms and conditions agreeable to the employee and the FCC. The employee may be reimbursed for such use in accordance with the FCC travel policies.

7.03.2 if tools and equipment are required for accomplishing work assignments, FCC shall be responsible for supplying them.

7.04.0 Safety

7.04.1 The FCC shall provide and maintain safe and healthy working conditions for all employees. The FCC shall provide all safety equipment and apparel required by law and shall comply with applicable federal and state statutes and regulations governing occupational health and safety.

7.05.0 Savings Clause

It any Article or part of an Article of these Personnel Policies is decided by a Court of Jurisdiction to be in violation of any Federal or State law, or ~ adherence to or enforcement of an Article or part of an Article should be restrained by a Court of law, the remaining Articles of these Policies shall not be affected.

Updated May 17, 2000 by a unanimous vote of the Federation of Community Councils Board of Delegates.

Julie Olsen, Secretary