

## Keweenaw Co-Op Personnel Policy

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**The Personnel Committee (PC):** Made up equal representation of staff, Board of Directors, and members at large.

**Origins of this document:** This Personnel Policy Document is a result of work by the Personnel Committee and is culled from Policies originally prepared by William O'Donnell 12/92, Employee Handbook, Co-op books, Personnel File procedures 1986, and Staff meetings)(Revised 11/92)(Revised 2/93)(Revised 5/93, PC) (Revised 6/02, PC) (Revised 8/03, PC)

### **1.0 Employment**

#### **1.1 Employability**

It is the policy of the Keweenaw Co-operative, Inc. (KC) that except where an occupational qualification exists, recruitment, employment, promotion, compensation, and other KC sponsored programs, will be administered without regard to race, creed, color, sex, sexual preference, political affiliation, religion, martial status, national origin, status with regard to public assistance, physical or mental disability, or age.

#### **1.2 Employment Categories**

Keweenaw Co-Operative employees are placed in one of the following employment categories:

1. Full-time employees are those employees hired for continuous service, who have completed a 90-day probationary period, and who are expected to work at least 32 hours each week. The requirement for 32 hours per week may be amended if the employee is asked to reduce hours as part of a total reduction by the whole staff.
2. Part-time employees are those employees hired for continuous service, who have completed a 90 day probationary period, and who are expected to work less than 32 hours per week.
3. Probationary employees are those employees who are in their first 90 days of employment. During the initial employment probationary period, employees can be terminated at any time by the General Manager.
4. Temporary full-time employees are those employees typically hired seasonally whose term of employment is limited to 90 days of at least 32 hours per week.

5. Contract employees are those employees who have a contract with the Keweenaw Cooperative administered by the Board of Directors. In the event of a conflict between this policy and the contract, the contract shall take precedence.

### **1.3 Hiring Procedures**

The Board of Directors hires the General Manager. All other hiring within the yearly operations budget is delegated to the General Manager, who hires utilizing the following procedures:

1. General Manager shall prepare a job description, including the title, duties, hours, salary, and supervisor.
2. Co-op employees may apply for the position, and if qualified, may be hired prior to any public notice of the position.
3. If the position is not filled by a current employee, announcements shall be posted at the Co-op, and if necessary in the local media. The announcement shall include a job description and a deadline for application.
4. The number of applicants to be interviewed and the method of interview are at the discretion of the General Manager.
5. Upon initial hiring, the trainee shall read the Personnel Policy, Bylaws, and sign and date the aforementioned documents.

## **2.0 General Topics of Employment**

### **2.1 Scheduling**

Employees are expected to work various hours during the workweek, Monday through Sunday. The hours each day will depend upon the Varying needs of the Keweenaw Coop.

**Breaks/Lunch-** Each Employee is allowed a paid 15 minute break for every 3.5 hours scheduled. If an Employee wishes to take an additional unpaid lunch break, he she must notify their Supervisor in advance so that this time can be scheduled.

**Overtime-** Overtime is over 40 hours per week worked in any 7 day period beginning on a Monday and ending the following Sunday for non-salaried employees. Overtime should be recognized by the Employee and must be approved in advance by the employee's supervisor. Time and half shall be paid for all overtime hours worked.

### **2.2 Paydays**

Employees are paid weekly on Friday, for previous week, Monday - Sunday. On each payday, employees will receive a check which will show the number of hours worked, rate of pay, amount of gross pay, federal income tax withheld, state income tax withheld, and social security withheld, as well as other withholdings. Vacation pay, holiday benefit, overtime, and employee charges are listed if applicable.

## **2.3 Absenteeism/Tardiness**

### **Non-Emergency**

It is the responsibility of an employee who expects to be absent or tardy to arrange for another employee to work for him / her. If a substitute is not available, the absent employee must call the General Manager or supervisor immediately.

### **Emergency**

Directly contact your supervisor or the General Manager as soon as possible so that a substitute can be found.

### **Unpaid Leave of Absence**

An employee may request an unpaid leave of absence (example: parental leave) at least 2 weeks in advance, except for cases of illness or emergency. Leaves of absence are dependent on the availability of trained substitutes able to assume the employee's duties during the period of absence. Any non-emergency leave of absence in excess of 3 days requires approval of the General Manager.

## **2.4 Benefits**

### **Vacations**

Vacation time will be accrued weekly as a percentage of wages earned. Full-time employees accrue one week of paid vacation over the course of their first year, 2 weeks per year in their 2nd and 3rd years, 3 weeks per year in years 4 through 7, and 4 weeks per year thereafter. Part-time employees averaging 20 hours per week for 3 years will accrue one week paid vacation per year thereafter. Employees must complete the 90-day probation period prior to taking vacation. Vacation days will be accrued retroactively upon completion of the probationary period. Vacation pay may be paid upon request of the employee with management approval. There is no time limit under which vacation time must be taken. Vacation time is to be requested in writing 2 weeks in advance, and is subject to the General Manager's approval.

### **Health Insurance**

Health insurance is available for full time employees. Employees desiring to obtain their own health insurance will receive health insurance benefits equivalent to the cost of the Co-op insurance plan after the 90-day probationary period.

### **Holidays**

The Keweenaw co-op recognizes the following paid holidays for all full time employees: New Years Day, Christmas Day, Thanksgiving, Labor Day.

### **3.0 Evaluations/Raises/Termination**

#### **3.1 Evaluations & Wage Increases,**

After completion of the 90-day probationary period new employees will be evaluated by their department supervisor and/or the General Manager. A written evaluation will be performed upon completion of the probationary period. A probationary period may be extended by 30 days at the discretion of the General Manager with the consent of the Personnel Committee. Thereafter, employees will be evaluated in writing for performance and wage increases at least annually.

#### **3.2 Termination of Employment**

Continued employment at Keweenaw Co-op will be based on evaluation of performance. Dismissal is covered in Section 5.0. Should an employee voluntarily leave the Co-op's employment, the Co-op requests that she/he notify the General Manager in writing at least 2 weeks before the last expected day of work. Accrued vacation pay will only be paid out when 2 weeks written notice is given.

#### **3.3 Raises**

Raises can occur for:

- 1) A successful completion of the probationary period,
- 2) Merit, and/or an Employee's Employment Anniversary date.

Employee raises will be determined by the General Manager. Individual employee wages are not a matter of public record and the privacy of Staff records will be respected by the Board of Directors, Personnel Committee, and Management.

### **4.0 Anti-Harassment**

It is the policy of the Keweenaw Cooperative that all employees, customers, vendors, contractors, and visitors to the workplace enjoy a positive, respectful and productive work environment, free from behavior, actions or language constituting workplace harassment.

#### **Anti-Harassment Guidelines**

1. Workplace harassment is a form of offensive treatment or behavior which to a reasonable person creates an intimidating, hostile, or abusive work environment. It may be sexual, racial, based on national origin, age, sex, disability, religion, height, weight, marital status, veteran's status or a person's sexual orientation. It may also encompass other forms of hostile, intimidation, threatening, humiliating, or violent behavior, which is not necessarily illegal discrimination, but is nonetheless prohibited by this Policy.
2. Engaging in workplace harassment is unacceptable conduct, which will not be tolerated. Any employee found to have engaged in workplace harassment will be subject to disciplinary action up to and including dismissal.
3. Managers and supervisors who know or should have known of workplace harassment and fail to report such behavior, or fail to take immediate,

appropriate, corrective action, will be subject to disciplinary action up to and including dismissal,

4. Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical behavior of a sexual nature.

This policy prohibits retaliation against employees who bring truthful harassment charges or assist in investigating charges. Any employee found to have engaged in retaliatory action or behavior will be subject to discipline.

## **5.0 Disciplinary Procedures**

### **5.1 General**

All supervisors are responsible for the guidance, training and development of the Co-op employees under their direction. This responsibility includes ensuring that each employee knows and understands the Co-op policies and procedures.

Discipline of all staff is the responsibility of the General Manager.

Whenever oral or written disciplinary action is taken, the action regardless of severity must be documented in writing by the supervisor and placed in the employee's personnel file. If a problem recurs or the action is challenged, written documentation will confirm the events.

### **5.2 Levels of Violation**

Below is a list of violations separated into three levels of severity. It must be emphasized that these are only examples. The specific circumstances surrounding each incident will dictate the severity and proper course of disciplinary action.

1. **MINOR VIOLATIONS-** Violations where the employee receives a verbal warning and can usually be corrected with training or guidance.
  - Tardiness or leaving early.
  - Excessive personal telephone calls
  - Inefficiency, incompetence, or negligent performance of work.
2. **INTERMEDIATE VIOLATIONS-** Violations are severe enough to warrant formal action and the employee receives a written warning.
  - Repetition of any minor offense within a reasonable time period (usually 12 months)
  - Unexcused absence, failure to contact the Supervisor and report the absence prior to the scheduled start of the shift, or unacceptable excuse of the absence.
  - Ignoring customers or giving poor customer service.
  - Solicitation of any kind while on the job, unless approved by the General Manager.
  - The unauthorized sale, use, possession, or distribution of alcoholic beverages, illegal drugs or controlled substances on the Co-op premises; coming to work under the influence of those drugs.

3. MAJOR VIOLATIONS- Violations that constitute a serious breach of conduct and may be grounds for immediate dismissal.

- Repetition of any intermediate violation within a reasonable time period (usually 12 months), or continued repetition of any minor violation.
- Internal theft or embezzlement.
- Provoking a fight during working hours on company premises.
- Stealing money, merchandise or property; defrauding or compromising the assets of the Co-op, its employees or customers.
- Sexual or other harassment of a customer, manager, supervisor or another employee.

### **5.3 Categories of Disciplinary Action**

#### **1. VERBAL NOTIFICATION**

A verbal notification may be used in cases of correctable offenses as the first step in the formal disciplinary process. A verbal notification consists of a meeting between the supervisor and employee. The supervisor discusses the problem with the employee, reminds the employee of the importance of the meeting, of appropriate standards of behavior, and of following Co-op policy. The supervisor will inform the employee that she/he is receiving the verbal notification and document the incident in his/her personnel file.

#### **2. WRITTEN NOTIFICATION**

Written notifications are given for an employee's repetition of (or failure to correct) an offense to which a verbal warning was previously given or commission of an additional offense within a reasonable time period (12 months). The supervisor must have the written notification prepared prior to meeting with the employee. During the discussion, additional comments may be added to the warning. Copies of the document will be given to the employee and placed in the employee's personnel file.

#### **3. PROBATION**

A period of disciplinary probation may be given in cases of major offenses. As part of the disciplinary process, probation requires formal written notice (1 copy to employee, 1 copy to personnel file) of the severity of the problem. The probationary period is 30 days and a follow-up interview is to be scheduled after completion of probation. At that time, supervisor and employee evaluate the employee's progress. Employees on disciplinary-probation at the time of their scheduled performance appraisal will have the appraisal postponed until after the probationary period. Employees on disciplinary probation are not eligible for pay increases until the probationary period has ended. Any increase will be retroactive to the beginning of the successfully completed probationary period. Failure to correct the problem

within the probationary period will result in the next step in discharge of the employee.

#### 4. DISCHARGE

Whenever dismissal of an employee is considered, the Personnel Committee must be contacted. The Committee will review all records and correspondence related to the situation to ensure that appropriate procedures have been followed. The Personnel Committee must authorize all discharges. Employees may be discharged under very serious circumstances, which may include:

- Commission of an infraction that is a major violation of Co-op policy.
- Failure to complete disciplinary probation.
- Commission of one or more violations after verbal and written warnings had been given for the same or other violations. The General Manager may temporarily suspend an employee without pay pending timely Personnel Committee review of the case.

#### 5. APPEALS PROCEDURE

Any employee wishing to appeal a disciplinary action or discharge may do so by submitting a written appeal to the Personnel Committee within one week of the disciplinary action. The Personnel Committee will meet within two weeks of receipt of the documentation (appeal, personnel file) to review the documentation. Unless a Grievance has been filed the decision of the Committee will be final.

### **6.0 Grievances**

The Keweenaw Co-operative has established the following procedure to help employees if there is a complaint or problem, including harassment. The word Grievance is used in this context as a formal application and is not a substitute for everyday complaints, concerns, etc. It is the hope that minor problems may be resolved through informal means such as: Staff meetings; one-on-one discussions, with or without an advocate(s); or informal written communication. It is suggested that the parties involved keep written track of the proceedings. The Personnel Committee is available for informal mediation sessions as needed. If a party desires, a written statement of resolution that all parties can agree to shall be drafted. The employee has the right to have an advocate present during the process. The Grievance Procedure would be the last resort.

#### **6.1 Grievance procedure**

Step 1: Employee grievances will first be submitted in writing to the General Manager; the grievance will then be discussed with the party or parties involved with resolution sought at this level. If the grievance involves the General Manager, the employee may go to Step 2.

Step 2: If the grievance is not resolved by step 1, the employee stating the grievance will deliver a written statement of the grievance to the President of the

Board of Directors and the Personnel Committee. If the grievance involves an individual on the Personnel Committee, the Personnel Committee shall provide a substitute. Within 2 weeks, the Personnel Committee will make a recommendation to the Board of Directors regarding the method of resolution of the problem. This recommendation will be presented in writing to all parties concerned.

Step 3: The Board of Directors will make a decision within one week of receipt of the Personnel Committees recommendation. The decision of the Board of Directors will be final. All written correspondence related to the grievance will be placed in the employees personnel file.

## **7.0 Personnel files**

### **7.1 General**

The Keweenaw Co-op shall maintain only one official personnel file for an employee. It will be stored in a locked filing cabinet drawer on the Co-op premises and clearly labeled. All material placed in a personnel file shall be signed by the employee indicating receipt of a copy. The employee may submit a written statement explaining his/her position and it shall be entered into the file. If an employee disagrees with anything contained in his/her personnel file, the employee may seek removal or correction of it. If no agreement is made to remove or correct the information, the employee may submit a written statement explaining his/her position to the Personnel Committee, and it shall be entered into the file. The employee is responsible for notifying the General Manager of changes in address, telephone numbers, martial status and dependents in writing as soon as possible.

### **7.2 Access**

To ensure the rights of privacy, and in accordance to the provisions of the Employee Right to Know Act, the Co-op grants each employee access to her/ his own file and limits access to the Co-op General Manager and the Board of Directors members on the Personnel Committee. The Co-op General Manager and the Board of Directors members on the Personnel Committee is responsible for maintaining the confidentiality of all personnel files.

### **7.3 Contents of a typical personnel file**

#### **1. PERSONAL INFORMATION**

- Name, current address, phone.
- Vital medical information in the event of on-the-job illness and who to notify in case of emergency.
- Date of birth (if needed for benefits plan).
- Martial status and dependents (if needed for benefits plan).
- W-4 and 1-9 (IRS) data.

#### **2. APPLICATION and/or RESUME and any REFERENCE LETTERS or other material submitted with the application.**

3. EMPLOYMENT HISTORY WITHIN THE CO-OP:
  - Titles and dates of each position held.
  - Changes in status: part time, full time, temporary.
  - Wage when hired, raises and dates, and requests for raises and the basis for each pay decision.
4. TRAINING RECORDS:
  - Inside training received.
  - Applications for funding for training outside the co-op, outside classes, workshops, seminars, courses attended and results obtained - grades, certificate etc.
5. PERFORMANCE EVALUATIONS:
  - The person's self-evaluation.
  - The Supervisor's appraisal.
  - Composite or edited compilation of co-worker's rating and comments.
6. Disciplinary ACTION RECORDS in accordance with the co-op's Disciplinary Procedures Policy.
  - Grievances and final determination of grievances.
7. INSURANCE RECORDS:
  - Copy of the individual insurance policy (policies).
  - Dates of enrollment.
  - Dependents & Beneficiary information.
  - Co-payments.
8. INJURY RECORDS:
  - Reports of job-related injuries or illness.
  - Worker's compensation claims files and outcome of claims.
9. ATTENDANCE RECORDS:
  - Documentation of excused and unexcused absences as required for disciplinary action in accordance with the co-op's "Discipline Policy"
10. TERMINATION RECORDS:
  - Information related to the end of employment.

I (the undersigned) have read and understand the Personnel Policies of the Keweenaw Co-operative, incorporated.

Employee Name: \_\_\_\_\_

Date \_\_\_\_\_