

**CITY OF GUSTAVUS, ALASKA
RESOLUTION 2013-15**

**A RESOLUTION OF THE CITY OF GUSTAVUS ADOPTING A POLICY AND
PROCEDURE FOR TEMPORARY POSITIONS**

WHEREAS, the Gustavus City Council adopted a major revision of Title 3, Personnel, by Ordinance FY12-13 on April 12, 2012; and,

WHEREAS, City of Gustavus 3.04.01 defines employment categories, distinguishing between a regular position and a temporary position; and

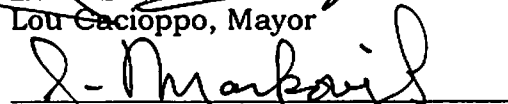
WHEREAS, there is a need to distinguish clearly between regular and temporary positions in hiring practices and forms with regard to the City's obligations and the employee's rights and expectations; and,


WHEREAS, a clear and uniform procedure and related forms will facilitate the exercise of the Mayor's responsibilities under AS 29.20.250, AS 29.20.500, and City of Gustavus Municipal Code Section 2.10.010 as personnel officer for the City of Gustavus and will protect the City from liability resulting from inconsistent and unlawful personnel practices;

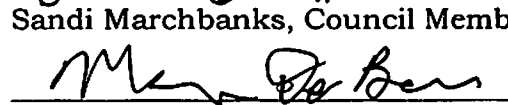
NOW THEREFORE BE IT RESOLVED: The Gustavus City Council adopts this Policy and Procedure for Temporary Positions, including the forms designated as Appendices A-D, attached to and made a part of this resolution.


PASSED and APPROVED by the Gustavus City Council, this 13th day of June, 2013.

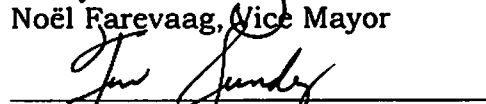

Lou Cacioppo, Mayor

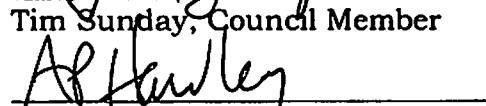

Jim Mackovjak, Council Member

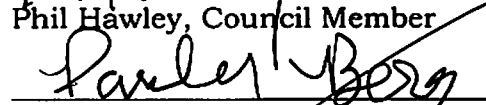

Sandi Marchbanks, Council Member


Morgan DeBoer, Council Member


Noël Farevaag, Vice Mayor


Tim Sunday, Council Member


Phil Hawley, Council Member


Attest: Paul Berry, Interim
City Clerk

City of Gustavus

Policy and Procedure for Recruitment, Selection, and Hiring of Temporary Position Employees

Policy

The purpose of this policy and procedure document is to establish recruitment, selection, employment, and termination procedures for temporary position employees of the City of Gustavus.

It is the policy of the City of Gustavus (CoG) to exercise a system of personnel administration based on merit and professional methods of recruitment, selection, employment, promotion, transfer, removal, and discipline, as outlined in CoG Title 3, Personnel.

Definition

Temporary Position is defined in CoG 3.01.02: A temporary position is one in which an employee is hired as an interim replacement, or to supplement temporarily the work force on a seasonal or other basis, or to assist in the completion of a specific project. Employment assignments in this category are of a limited duration. Employees in temporary positions are not eligible for City of Gustavus benefits programs.

Procedure

1. Identify and justify the need for a temporary position

The Regular-Position employee supervising a City department, or a Council Member (including the Mayor), brings to the attention of the Mayor the need for a temporary position employee. Typical needs include: an interim replacement for an absent regular employee, or to temporarily fill a vacancy in a regular position, or to supplement temporarily the work force on a seasonal or other basis, or to assist in the completion of a specific project (CoG 3.01.02).

2. Identify the funding source

The Mayor considers the reason for the request and ascertains with the committee and City Clerk that adequate funds are available and appropriated for that purpose.

3. Temporary Position Announcement

The committee or Mayor creates a temporary position announcement including elements per CoG 3.03.01 (a) (3) (A) (B) (C)]. The Mayor reviews and approves the announcement (see Appendix A, Temporary Position Announcement Outline) and authorizes its publication, posting, and distribution.

4. Publicity

Follow the procedure outlined in CoG 3.03.01 (a) (b), Position Vacancies and Publicity.

5. Employment Application

Candidates may pick up at City Hall a City of Gustavus Employment Application Form, adopted and amended by motion by the City Council (CoG 3.03.02). Completed applications must be returned to the City Clerk by the deadline posted on the position announcement. The Temporary Position Announcement containing the job qualifications and requirements will be attached to the application form. The applicant will acknowledge that she/he has read and understands the position description.

Note: Because temporary position openings are ever-changing and short-term in nature, the job duties and qualifications are written by the committee or Mayor and are approved by the Mayor. By contrast, in the case of regular position vacancies, a position description is drafted by the Mayor and approved by motion by the City Council. (CoG 3.03.02; 3.04.02)

6. Selection Criteria and Ranking

The committee or Mayor will prepare selection criteria based on the posted position qualifications and job description and rank them according to their importance to the overall job. In some cases, the Mayor may establish a selection committee of members knowledgeable about the position under consideration. A committee member shall not be a relative or close friend of the applicant.

7. Interview Questions

The Mayor and/or selection committee shall prepare interview questions. Questions shall be limited to those addressing a candidate's knowledge, skills, abilities, and experience that are directly related to the duties and responsibilities of the position for which the candidate is applying. Questions shall be approved by the Mayor prior to scheduled interviews. Applicants will be asked identical job qualification-related questions.

Questions regarding an applicant's physical or mental disability are permissible only where (1) the applicant has voluntarily disclosed the existence of such a disability or the disability is readily apparent and, (2) inquiry is necessary to determine whether the applicant can perform the essential functions of the position. Inquiry into an applicant's disability is strictly limited to whether she or he can perform the essential functions of the position with or without accommodation. Questions to be avoided during the hiring process are those concerning age, marital status, sexual orientation, family, race, religion, ancestry, and similar questions of a personal nature.

8. Reference Checks

The Mayor or her/his designee shall be responsible for conducting reference checks of all finalists. Reference checks shall be limited to inquiries directly related to the applicant's ability to carry out the duties of the position in accordance with duties and qualifications listed in the job announcement and criteria established for the interview process. Language used in the reference check shall be consistent for each candidate and approved in advance by the Mayor. Requests for references will only be made of those individuals the applicant has specifically approved unless a written waiver is obtained from the

applicant to obtain information from other employers regarding job qualifications and performance.

If there is only one applicant and that applicant is well known to the committee or Mayor through previous employment with the City of Gustavus, this step may be omitted at the discretion of the Mayor.

9. Notify Applicants of Results of Selection Process.

Unsuccessful applicants will be notified by the Mayor or her/his designee with a brief letter stating that the position was filled with the most qualified candidate and thanking the applicant for her/his interest in employment with the City of Gustavus.

10. Employment of Successful Applicant(s)

The successful applicant(s) will fill out appropriate forms (I-9, W-4 etc.) as required by law with the City Clerk, and will sign a Temporary Position Employment Agreement that will be countersigned by the Mayor (see Appendix B). The Agreement will clearly state the primary duties and responsibilities, or the job announcement listing such duties and responsibilities will be attached.

11. Employment Extension

With the approval of the Mayor, a temporary position employee may be requested to extend employment to continue the same work or to conduct work of a similar nature for a limited period of time. The employee will sign an amendment to the original Temporary Position Employment Agreement, to be countersigned by the Mayor. The amendment will be numbered to indicate the number of extensions, and the Mayor will repeat the language of the original document, making changes as necessary to dates, hours, etc. The City Clerk shall change the cost code as necessary if the funding source has changed.

12. Employment Termination

Employment assignments in a temporary position are limited in duration (CoG 3.01.02). At the end of the assignment, a Temporary Position Termination Notice will be signed by the Mayor, and a copy will be provided to the employee with the final pay check, or will be mailed to the employee within one week of termination.

Appendices

Appendix A Temporary Position Announcement Outline

Appendix B Temporary Position Employment Agreement

Appendix C Amendment # __ to Temporary Position Employment Agreement

Appendix D Temporary Position Termination Notice

Temporary Position Announcement Outline

**City of Gustavus
Temporary Position Announcement**

[Name of Position]

Examples:

vacation relief operator position at the Recycling and Disposal
Center

summer reading program assistant at the Gustavus Public Library

[Dates, Times (if set), Maximum Hours Budgeted, Wage]

Examples:

June 3-7, 2012 Tuesday, Thursday, Saturday

Up to 24 hours total

\$15.00/hour

Duties:

Qualifications:

Physical Requirements:

Work Location:

Supervised by: The Mayor or supervising employee.

Application Period: (Provide dates of ten-day posting)

Employment application forms are available at City Hall, Tuesday-Friday, 8am-
Noon; 1pm-5pm. This job announcement containing qualifications and duties
will be attached to the application. Applications must be returned to City Hall
by the close of business on _____. This position will remain open until
a qualified candidate is found.

Notice: All positions are located within the City of Gustavus and all work will
be conducted in the City of Gustavus, unless the employee is on an authorized
business or training trip per CoG 3.03.01 (a)(3)(B).

More information? Please contact _____(name, telephone #)

The City of Gustavus is an Equal Opportunity Employer

City of Gustavus

Temporary Position Employment Agreement

This Employment Agreement is hereby entered into between the City of Gustavus, the Employer, and _____, the Employee.

Employer and Employee agree as follows:

Temporary Position Title and Dates of Employment

The Employer agrees to employ employee in a temporary position, and the employee agrees to work for the Employer in the following position _____ in a temporary status, as defined in the City of Gustavus Municipal Code (3.01.02).

The employment will commence on _____ (date) at _____ (time) and will terminate on _____ (date) at _____ (time) or at the conclusion of _____ hours of work, whichever occurs first.

The foregoing is not a promise that employment will continue for the duration of the stated term. Employment is "at-will" and nothing herein is intended to preclude the City of Gustavus from electing to end employment at its discretion prior to the completion of the stated term.

Duties and Responsibilities

The duties and responsibilities of the Employee shall include:

[List primary duties and responsibilities here, or attach job announcement listing such duties and responsibilities.]

Both parties agree that the foregoing list of duties and responsibilities are not exhaustive and may be modified at the discretion of the Employer.

The Employee's work schedule may vary according to the needs of the Employer.

Work location _____.

The Employee's immediate supervisor is _____.

City of Gustavus

**Amendment Number _____ to
Temporary Position Employment Agreement
Between the City of Gustavus and _____ Dated _____**

The Temporary Position Employment Agreement between the City of Gustavus and _____ dated _____ is hereby amended to read as follows:

[Mayor: indicate changes, e.g., dates, hours, wage, etc.]

Temporary Position Title and Dates of Employment

The Employer agrees to employ employee in a temporary position, and the employee agrees to work for the Employer in the following position _____ in a temporary status as defined in the City of Gustavus Municipal Code 3.01.02.

The employment will commence on _____ (date) at _____ (time) and will terminate on _____ (date) at _____ (time) or at the conclusion of _____ hours of work, whichever occurs first.

The foregoing is not a promise that employment will continue for the duration of the stated term. Employment is "at-will" and nothing herein is intended to preclude the City of Gustavus from electing to end employment at its discretion prior to the completion of the stated term.

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Both parties agree that the foregoing list of duties and responsibilities are not exhaustive and may be modified at the discretion of the Employer.

The Employee's work schedule may vary according to the needs of the Employer.

Work location _____.

The Employee's immediate supervisor is _____.

Conditions of Employment

While Temporary employees receive all legally-mandated benefits (such as Workers' Compensation Insurance and Social Security), they are ineligible for all of the other benefit programs offered by the City of Gustavus.

The Employee understands that the temporary position status does not entitle the Employee to any special consideration for regular position employment.

This agreement shall be governed by the provisions of the City of Gustavus Municipal Code.

The Employee wage will be _____ per hour.

The terms of this agreement remain in effect unless amended in writing and signed by the Mayor.

Dated this _____ day of _____, _____(Month) _____(Year).

Employee *printed name*

signature

Signature of Mayor

City of Gustavus

Temporary Position Termination Notice

Name of employee

Temporary position title

Temporary employment ends effective at _____(time) on _____(date).

Thank you for your service to the City of Gustavus as _____,
during the period of _____(date) to _____(date).

Mayor's signature

Date

Note: One copy to be given to the employee.