

Introduced by: Borough Managers Office thru the Mayor  
Drafted by: Special Projects Support  
Introduced on: 02/17/2022  
Postponed on: 03/03/2022  
Public Hearing Date:05/05/2022  
Adopted on:05/05/2022

**KODIAK ISLAND BOROUGH  
ORDINANCE NO. FY2022-09**

**AN ORDINANCE OF THE ASSEMBLY OF THE KODIAK ISLAND BOROUGH AMENDING THE KODIAK ISLAND BOROUGH PERSONNEL RULES AND REGULATIONS, 1994 EDITION, TO REFLECT CHANGES NEGOTIATED IN THE COLLECTIVE BARGAINING AGREEMENT, THE DISCONTINUANCE OF THE PERSONNEL ADVISORY BOARD, AND CLARIFICATION OF POLICIES AND PROCEDURES**

**WHEREAS,** the Kodiak Island Borough Assembly, in keeping with the personnel policy, recognizes that personnel rules and regulations must be amended from time to time to provide for necessary personnel adjustments; and

**WHEREAS,** changes to the personnel policy have been negotiated in the Collective Bargaining Agreement negotiation process; and

**WHEREAS,** the Personnel Rules and Regulations contains references to the Personnel Advisory Board which was not re-established as of May 20,2021 via Ordinance FY2021-41; and

**WHEREAS,** staff have found that certain language within the Personnel Rules and Regulations requires clarification; and

**WHEREAS,** references to many forms and practices are no longer valid; and

**WHEREAS,** changes and updates to terminology are needed for consistency; and

**NOW, THEREFORE, BE IT ORDAINED BY THE ASSEMBLY OF THE KODIAK ISLAND BOROUGH that:**

**Section 1:** This ordinance is of a general and permanent nature and shall become a part of the Kodiak Island Borough Code of Ordinances.

**Section 2:** The Kodiak Island Borough Personnel Rules and Regulations, 1994 Edition, as referenced in Title 2 *Administration and Personnel* of the Kodiak Island Borough Code is amended to read as attached.

**Section 3:** Effective date: this ordinance shall take effect upon adoption.

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**ADOPTED BY THE ASSEMBLY OF THE KODIAK ISLAND BOROUGH  
THIS FIFTH DAY OF MAY, 2022**

KODIAK ISLAND BOROUGH

  
William Roberts, Mayor

ATTEST:

  
Nova M. Javier, MMC, Brough Clerk

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**VOTES:**

Ayes: Delgado, Griffin, Smiley, Smith

Noes: Ardnt, Turner

## CHAPTER 1

### OBJECTIVES AND SCOPE

#### Section 101

#### AUTHORITY

The following policies and procedures are promulgated under the authority of Ordinance No. 77-31-O of the Kodiak Island Borough, amending Chapter 2.1~~25~~ of the municipal Code as revised by Ordinance No. 94-18, Adopted September 1, 1994 by the Kodiak Island Borough Assembly.

#### 102

#### PURPOSE

It is the purpose of this manual to establish a system of uniform personnel policies and procedures that shall assure high quality of personnel administration in full compliance with all applicable state and federal requirements and in keeping with generally accepted personnel management standards.

#### 103

#### SCOPE

The scope of this manual includes a compilation of policies and procedures for personnel administration of all employees of the Borough. "Terms and conditions of employment", as used in this manual, shall mean the hours of employment, the compensation and fringe benefits, and the employer's personnel policies affecting the working conditions of the employees; but does not mean general policies describing the function and purposes of a public employer.

#### 104

#### NON-DISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY

The Borough and its employees are committed to the principle of equal employment opportunity in all employment practices. Employees shall not be discriminated against with respect to compensation, terms or conditions of employment because of age, sex, sexual orientation, marital status, changes in marital status, pregnancy or parenthood, race, religion, color, national origin, union activity, or disability.

#### 105

#### AMENDMENTS

Amendments to this manual of personnel policies and procedures shall be made by ordinance only. The pages so affected shall be typed by the Manager's Office upon passage of each ordinance, and copies distributed to each employee for insertion and/or replacement in their copies of the Personnel Manual. The policies and procedures contained in this manual constitute guidelines only, they do not constitute part of an employment contract. The Kodiak Island Borough reserves the right to amend any provision contained herein.

## CHAPTER 2

### ORGANIZATION AND DELEGATION OF AUTHORITY

#### Section 201

##### PURPOSE

Proper organization and delegation of authority are essential to effective Borough government administration and management. The responsibilities and authorities delineated in this chapter are intended to establish a clear understanding of the role that each segment of Borough government must play in order to create and administer a sound personnel management program.

#### 202

##### RESPONSIBILITY AND AUTHORITY

###### 202.1 Borough Assembly.

The Borough Assembly shall have overall responsibility and authority to establish Borough policy regarding personnel matters including the following:

- a. Appoint and dismiss members of ~~the~~ a Personnel Board.
- b. Assign such additional duties to ~~the~~ a Personnel Board as it deems appropriate.
- c. Approve the Borough's budget, including requests for personnel management funds.
- d. Approve personnel policies and procedures ~~developed by the Personnel Board.~~
- e. Approve recommendations provided by the Working Conditions Advisory Council.

###### 202.2 Borough Manager.

The Borough Manager shall have the responsibility and authority to administer the personnel policies and procedures adopted by the Borough Assembly.

- a. Establish and maintain records of all employees in the Borough service, which shall include the position title, pay, and other pertinent data. The confidentiality of personnel records shall be in conformance with the provisions of the Privacy Act. The release of public information pertaining to employees and personnel records shall be consistent with the intent of the Freedom of Information Act (FOIA).
- b. Develop and administer an affirmative action program to provide for equal opportunity in all aspects of Borough personnel administration.
- c. Foster and develop, in cooperation with appointing authorities and others, programs for the improvement of employees' effectiveness and productivity, including training, safety, health, counseling, and welfare.
- d. Maintain the classification and pay plans.
- e. Administer the Borough's recruitment and selection program.

- f. Insure uniformity in the application of discipline and processing of employee grievances.
- g. Prepare and adopt such forms, reports, and procedures as may be necessary to carry out the Borough's personnel program.
- h. Appoint and dismiss all Borough personnel except those appointed by the Borough Assembly as stated in the applicable ordinance.
- i. Provide a general orientation program which reviews significant policies and benefits of the Personnel ~~Policies and Procedures~~ Manual and issue a manual to each new employee

### **202.3 Department ~~Heads~~ Directors.**

Department ~~heads~~ directors shall have the responsibility and authority to:

- a. Enforce the personnel policies and administer the merit system in their department (the merit system is the process of promoting and hiring government employees based on their ability to perform a job).
- b. Keep employees in their departments informed of current personnel policies and procedures.
- c. Participate in the grievance procedures as specified.
- d. Appoint employees to vacant positions within their respective departments in accordance with established personnel rules and procedures.
- e. Develop training programs for employees within their respective departments.
- f. Administer discipline within their respective departments according to established procedures and delegate such authority to supervisory personnel as deemed appropriate.
- g. Conduct orientation for each new employee and review a copy of the current position description, which outlines job duties, with each new employee. Such orientation shall include introductions to fellow workers, work standards, safety regulations, break periods, supplies, and other departmental operating procedures.
- h. ~~Has appointing and dismissal authority over all~~ employees under the department ~~head's~~ director's jurisdiction as delegated by the Borough Manager.
- i. Evaluate all staff at least once per year a minimum of thirty (30) days prior to their anniversary date.

### **202.4 Supervisory Personnel.**

Supervisory personnel shall have the responsibility and authority to:

- a. Implement personnel policies, rules, and regulations in the ~~units~~ areas under their supervision.
- b. Administer discipline to employees under their supervision and recommend dismissal, if warranted.
- c. Train new employees and participate in the development of other employees.
- d. Evaluate employee performance.
- e. Participate in the grievance procedures as specified.

### **202.5 All Employees.**

Employees of the Borough shall be presented with a copy of this personnel policy on the hiring date and shall have the responsibility to:

- a. Read and understand these rules and ask the immediate supervisor to explain these rules if questions arise.
- b. Understand the function of the department assigned and how that function relates to the total mission of the Borough and all of its departments.
- c. Discuss with the immediate supervisor any questions relating to the interpretation or application of these rules.
- d. Bring to the attention of the immediate supervisor any change in duties as outlined in the position description given to the employee at hiring.
- e. Submit in writing recommended changes to these rules first to the immediate supervisor, then the department ~~head~~ **director**, and then the Borough Manager to be considered by ~~the~~ **a Personnel Board or Borough Assembly**.

**203**

**ORGANIZATION AND DUTIES OF THE PERSONNEL BOARD**

The Personnel Advisory Board was not re-established in 2017 per Resolution No. FY2018-10. This section remains as a placeholder in case it is re-established.

~~The Borough Assembly shall appoint a Personnel Board consisting of five (5) members. The term of each member shall be three (3) years. The terms of appointments to the Board shall be staggered so that two (2) members are appointed each year for two consecutive years and one (1) member is appointed the third year. The regular term of a member of the Board shall commence on January 1st of the year of appointment and shall expire on December 31st of the year the term expires. A member of the Personnel Board may not hold any other office or position in the Kodiak Island Borough government and must be a registered voter in the Kodiak Island Borough. In appointing members to the Personnel Board, the Borough Assembly will take into consideration the recommendations made by Borough employees, the Borough Manager, any resident of the Borough and their own recommendations. Appointments should be somewhat consistent with the overall ethnic composition of the population of the community. All vacant positions and anticipated vacancies on the Borough Personnel Board will be advertised, via local media, at least three weeks prior to the filling of the vacancy by the Assembly. A member of the Personnel Board may be removed from office by the Borough Assembly for incompetency, dereliction of duty, three consecutive unexcused absences from official Personnel Board meetings, or other abuse after being given a copy of the charges and an opportunity to be heard publicly on such charges before the Assembly. The Personnel Board will receive all recommendations concerning additions, revisions, or deletions to/from the Borough Personnel Policies and Procedures Manual. In addition, they may formulate their own recommendations concerning the Borough Personnel Policy. These recommendations should have input from the Borough Manager prior to action. The Assembly will then consider these recommendations, and if approved as presented, or approved in amended form by ordinance, will become permanent additions, revisions, or deletions to/from the Borough Personnel Policy.~~

~~In addition, the Personnel Board shall have the responsibility and authority to:~~

- ~~A. Hold official public Personnel Board meetings at least, but not limited to once per quarter. The required meeting will be held at a time determined~~

- ~~\_\_\_\_\_ by the Board each quarter, giving Borough employees at least five (5) \_\_\_\_\_~~  
~~\_\_\_\_\_ working days' notice prior to the meeting.~~
- ~~\_\_\_\_\_ B. Work sessions or special meetings may be called by either the chairman or~~  
~~\_\_\_\_\_ two (2) members of the Personnel Board, giving Borough employees at \_\_\_\_\_~~  
~~\_\_\_\_\_ least five (5) working days notice prior to the meeting.~~
- ~~\_\_\_\_\_ C. Establish a quorum of three (3) members for regular and special meetings \_\_\_\_\_~~  
~~\_\_\_\_\_ with no recommendations to go before the Assembly without a majority of \_\_\_\_\_~~  
~~\_\_\_\_\_ the Personnel Board voting affirmatively.~~
- ~~\_\_\_\_\_ D. Furnish written minutes of these public meetings for the Borough files and \_\_\_\_\_~~  
~~\_\_\_\_\_ one copy to each department for posting. The minutes will be posted within \_\_\_\_\_~~  
~~\_\_\_\_\_ five (5) working days of such meeting. The Assembly will furnish the \_\_\_\_\_~~  
~~\_\_\_\_\_ Personnel Board with the secretarial and clerical staff necessary to carry out \_\_\_\_\_~~  
~~\_\_\_\_\_ its stated functions.~~
- ~~\_\_\_\_\_ E. Elect a chairman, vice chairman, and secretary; the secretary need not be a \_\_\_\_\_~~  
~~\_\_\_\_\_ member of the Board. The Board shall determine the time and place of its \_\_\_\_\_~~  
~~\_\_\_\_\_ regular meetings.~~
- ~~\_\_\_\_\_ F. Advise the Assembly on matters concerning personnel administration, in \_\_\_\_\_~~  
~~\_\_\_\_\_ writing, after each official Personnel Board meeting.~~
- ~~\_\_\_\_\_ G. Review job descriptions as prepared by the Borough administration and \_\_\_\_\_~~  
~~\_\_\_\_\_ submitted by the Borough Manager for the purpose of determining \_\_\_\_\_~~  
~~\_\_\_\_\_ placement in a pay range using the salary placement process as adopted by \_\_\_\_\_~~  
~~\_\_\_\_\_ the Assembly.~~
- ~~\_\_\_\_\_ H. Perform other related duties as may be necessary to fulfil its responsibilities \_\_\_\_\_~~  
~~\_\_\_\_\_ as outlined in the Personnel Policy or as may be assigned by the Assembly. \_\_\_\_\_~~  
~~\_\_\_\_\_ It may also have the additional authority of promulgating its own rules and \_\_\_\_\_~~  
~~\_\_\_\_\_ regulations, subject to Assembly approval.~~

**204**

**ORGANIZATION AND DUTIES OF THE WORKING CONDITIONS  
ADVISORY COUNCIL**

**204.1 Organization of Advisory Council**

There is created a Working Conditions Advisory Council which shall have as its purpose the presentation to the Borough Assembly recommendations, advice and suggestions regarding terms and conditions of employment for employees who are not represented by a collective bargaining organization, including department ~~heads~~ ~~directors~~.

The Advisory Council shall consist of ~~five~~ ~~three~~ persons elected by the covered employees and who may present advice, recommendations, and discussions to the Borough Assembly ~~at least quarterly or more frequently~~ if requested by the Advisory Council or the Borough Assembly upon reasonable notice.

**204.2 Authority of Advisory Council**

The Advisory Council's recommendations, advice and suggestions to the Borough Assembly shall be considered in good faith by the Borough Assembly but shall have no binding effect on the Borough Assembly. All Advisory Council recommendations shall be presented at a regular Assembly meeting for action by the Assembly.

The members of the Advisory Council selected by the covered employees shall serve for a period of at least one year from the date of election of the members of such Advisory Council by the covered employees. No more frequently than once a year, the Borough Assembly may for good cause request an affidavit or other

reasonable evidence that the Advisory Council continues to represent the interests of the majority of the covered employees.

### **204.3 Election of Advisory Council**

The covered employees shall by secret ballot elect ~~five~~ ~~three~~ representatives to sit on the Advisory Council. The municipal clerk shall provide secretarial or other administrative services to the covered employees for election of said Advisory Council members. An election shall occur no more frequently than once a year commencing with the first election to be held within two months of the passage of this article.

The Advisory Council may prescribe rules and procedures to complete its duties on behalf of the covered employees, subject to approval of such rules and procedures by the majority of covered employees.

Should a majority of all covered employees decline to participate in an election of an Advisory Council or should a majority of the covered employees decline to be represented by an Advisory Council, no Advisory Council shall be considered as a spokesperson for the covered employees for a period of at least one year from the date such a determination by the covered employees is demonstrated.

### **204.4 Application of Other Provisions**

The provisions of the Borough Charter and Code, including the current Kodiak Island Borough Personnel Rules and Regulations, shall, if inconsistent with advice, recommendations, or suggestions of the Advisory Council, be controlling; provided, however that the Advisory Council shall have the opportunity to comment upon and seek revision to the Personnel ~~Rules~~ ~~policies and procedures~~.

The provisions of the Public Employment Relations Act (AS 23.40) shall control if inconsistent with the provisions of this article.



## CHAPTER 3

### POSITION CLASSIFICATION

#### Section 301

#### DESCRIPTION

The Classification Plan is the result of the process of analyzing position descriptions to determine the proper salary range placement on the salary schedule. Each position in the Classification Plan shall be designated by broad job classifications and defined by a salary range placement. All salary range placements will be made using the ~~Assembly approved~~ salary range placement process **approved by the Borough Assembly**.

#### 302

#### PURPOSE

The Classification Plan provides the basic structure for salary placement on the salary schedule and permits the consideration of pay policy based on the value of the position to the organization and the decision-making requirements of the position. The purpose of the Classification Plan is to provide a system of standardized titles and common job language and is critical to the effective administration of personnel activities, such as:

- A. Manpower planning and budget.
- B. Establishing job tasks and minimum qualifications.
- C. Establishing fair and equitable pay.
- D. Developing training programs.
- E. Determining proper classification for new or additional positions.
- F. Developing valid selection and recruitment programs.
- G. Establishing appropriate career lines.

#### 303

#### ADMINISTRATION AND DEVELOPMENT

The Borough Manager shall have the authority for the overall administration of the Classification Plan. Department ~~heads~~ **directors**, key staff, employees and other technical resources as appropriate shall be consulted in developing the Classification Plan.

#### 304

#### POSITION DESCRIPTIONS

Position descriptions shall be reviewed annually or at regular intervals – two (2) to three (3) years – depending on upward or downward market movement. When a new position is proposed or an existing position is proposed to be amended, the department ~~head~~ **director** shall provide a written position description as well as a determination of the value of the position to the organization and the decision-making requirements of the position, to the Borough Manager, who shall analyze the position to assure that it reflects the tasks that are needed to meet the goals and objectives of the Kodiak Island Borough. Upon the Manager's approval of the position description, it shall be reviewed for proper placement on the salary schedule. The **Borough** Manager will recommend any new or revised salary range placement ~~to the Personnel Board~~. The Kodiak Island Borough reserves the right to change or revise job duties as the need arises. A position description does not constitute a written or implied contract of employment.

**Section**  
**305**

**MAINTENANCE OF THE CLASSIFICATION PLAN**

The Borough Manager shall periodically review the entire Classification Plan or any part thereof. The purpose of such review shall be:

- A. To ascertain whether or not position descriptions accurately reflect the value of the position to the organization; the level of decision-making; any change in the market rate for the positions; or changes in internal equity among all positions.
- B. To determine the accuracy of salary range placement.
- C. To assure that positions are properly classified.

The Borough Manager shall recommend ~~to the Borough Personnel Board~~ changes needed in the salary range placement process to keep it up to date. Revisions to the salary range placement process must be approved by the Borough Assembly.

**306**

**REORGANIZATION OF DEPARTMENT**

Whenever a reorganization of a department or action of the Borough Assembly causes the type and level of work of a position to change, or a position appears to have been incorrectly allocated, the department ~~head~~ director shall revise the position description and provide the new description to the Borough Manager for approval. A job analysis process will be ~~done to determine the DBM rating (reference Section 308)~~ performed. The Manager will then recommend a salary range placement ~~to the Personnel Board~~ for approval. Reclassification shall not be used to avoid the provisions of the personnel rules dealing with layoffs, demotions, promotions, or dismissals.

**307**

**SALARY SCHEDULE**

The Borough Manager shall be responsible for the development of a salary schedule (Appendix A) through analysis of cost of labor factors, prevailing rate of pay in both public and private industry and other pertinent factors. Any proposed changes to the salary schedule such as cost of labor or other adjustments shall be submitted to the Borough Assembly as part of the annual budget ordinance for adoption.

**308**

**SALARY RANGE PLACEMENT PROCESS**

The salary range placement process shall be based on the principle of pay equity. The objectives of the placement process shall be to:

- A. Provide an appropriate salary structure to recruit and retain competent employees.
- B. Provide appropriate pay incentives for high employee productivity.

Each position description shall be reviewed in each of the above criteria using the Decision Band™ Method (DBM) in which:

- The value of a job should reflect the importance of the job to the organization.

- The importance of a job is directly related to the decision-making requirements of the job.
- Decision-making is common to all jobs.
- Decision-making is measurable.

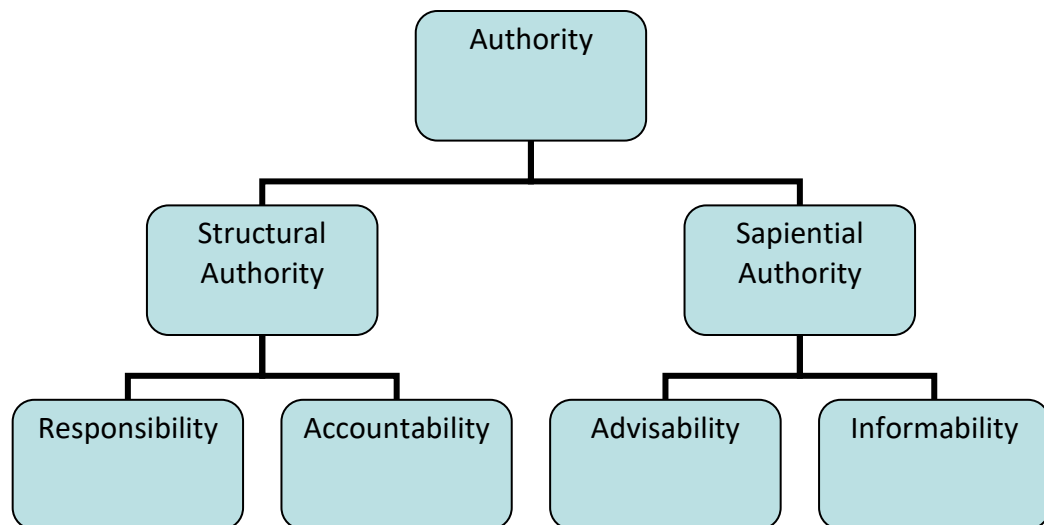
Using the Decision Band™ Method:

- DBM ratings address internal equity and supports development of pay structures.
- Decision bands within DBM include:
  - Band F – Top Level Policy Decisions
  - Band E – Programming Decisions
  - Band D – Interpretive Decisions
  - Band C – Process Decisions
  - Band B – Operational Decisions
  - Band A – Defined Decisions
- Bands are further subdivided into “grades” based on leadership responsibilities and “subgrades” based on areas such as difficulty and complexity.

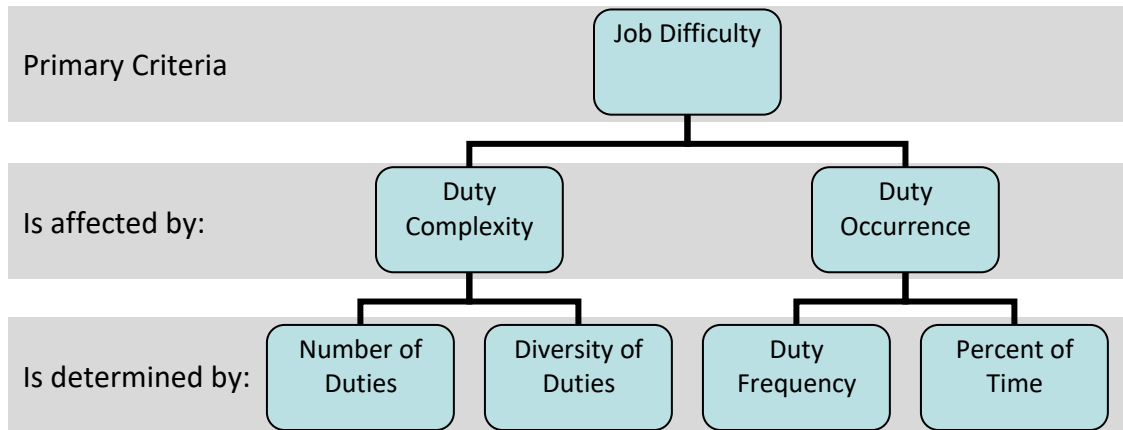
**DBM Step 1 – Bands**

Band A defined	Band B operational	Band C process	Band D interpretive	Band E programming	Band F policy
Determine manner and speed to perform defined steps of an operation	Determines how and when to perform steps of processes	Selects appropriate process to accomplish operations of programs	Interprets programs into operational plans and deploys resources	Plans strategies, programs and allocates resources to meet goals	Organization scope, direction and goals

**DBM Step 2 – Grade**

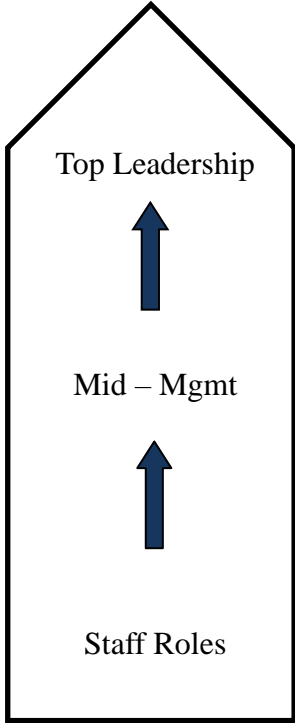


**DBM Step 3 – Subgrade**



**DBM Step 3 – Structure**

BAND	GRADE	SUBGRADE
F - Policy	11 – Coordinating/Supervisory	2(5)
		1(4)
	10 - Non-coordinating	3
		2
		1
E - Programming	9 – Coordinating/Supervisory	2(5)
		1(4)
	8 - Non-coordinating	3
		2
		1
D - Interpretive	7 – Coordinating/Supervisory	2(5)
		1(4)
	6 - Non-coordinating	3
		2
		1
C - Process	5 – Coordinating/Supervisory	2(5)
		1(4)
	4 - Non-coordinating	3
		2
		1
B - Operational	3 – Coordinating/Supervisory	2(5)
		1(4)
	2 - Non-coordinating	3
		2
		1
A - Defined	1 –Non-coordinating	3
		2
		1
	0 - Non-coordinating	3
		2
		1



## CHAPTER 4

### HIRING AND ADVANCEMENT

#### Section 401

#### DESIGNATION OF EMPLOYEES

**Regular Employee:** A regular employee is an employee who has successfully completed his/her probationary period in a position that is part of the regular complement needed for performing Borough services as determined by the Borough Assembly.

**Regular Full-Time Employee:** A regular full-time employee is one who is employed to work a regular schedule of established weekly hours. The minimum established weekly hours shall be at least thirty (30) hours a week.

**Regular Part-Time Employee:** A regular part-time employee is one who is employed to work a regular schedule with established weekly hours totaling less than thirty (30) hours a week.

**Temporary Employee:** A temporary employee is one who is employed to augment the workforce whenever the workload temporarily requires additional help, or in the event of an emergency or unanticipated situation for a period not to exceed six (6) months. Temporary employees shall not accrue fringe benefits under this agreement. If a temporary employee is extended beyond six (6) months, he/she shall accrue sick leave, vacation, and seniority from the date of hire the same as a regular employee. **Temporary employees who work beyond six (6) consecutive calendar months will also become eligible for holiday leave. Temporary employees shall not be employed for more than twelve (12) consecutive calendar months unless an extension is mutually agreed upon. In the event a temporary employee has been employed for more than two (2) consecutive years and works twenty (20) hours or more each week, the employee shall receive health insurance benefits in accordance with Chapter 10, Section 1001 – Employee Insurance.**

#### 402

#### JOB VACANCIES

Position vacancies may be filled by promotion of existing borough employees whenever practicable and in the best interest of the borough, if such an employee is the most qualified applicant for the position. Applicants for promotions must meet the qualifications for the vacant positions as described in the recruitment announcement. The borough is not required to promote such employees to vacant positions. The ~~manager~~ **Borough Manager** may, at his or her discretion, recruit from the existing borough employees. Alternatively, recruitment may also include new applicants through simultaneous announcement of positions internally and publicly to allow recruitment of new applicants. Recruitment may be conducted with the assistance of employment referral services.

**Vacancies of union positions will be publicized in accordance with the Collective Bargaining Agreement in effect.**

**403**

**TEMPORARY POSITIONS**

Temporary positions (positions lasting up to 6 months) may be advertised both in-house and outside ~~according to the above timelines~~, however, if immediate assistance is needed, temporary positions can be filled immediately. If short-term, temporary labor is needed for work not covered by a job description (such as manual labor for a borough project), the wage rate will be based on the skill-level needed to perform the particular task and will be determined by the Borough Manager.

**404**

**INTERNS**

The Kodiak Island Borough is a vehicle for attracting college and high school students into local government occupations. As such, it allows opportunity for training and beginning professional and technical positions while still attending school. In order to qualify, the intern must be a high school or college student who has the necessary academic training in the form of class work and research papers and/or who also possesses the initiative to demonstrate his or her potential in the field of local government. Interns will be considered temporary employees under this manual and will be subject to the same policies and time limits as temporary employees. Wage rates will be based on the job being performed and the skill-level needed to perform the particular tasks.

**405**

**JOB POSTING**

Any Kodiak Island Borough position which is to be vacated, has been vacated, or any position that has been created shall be posted within the Borough. Alternatively, recruitment may also include new applicants through simultaneous announcement of positions internally and publicly to allow recruitment of new applicants, **except where a union position must meet an internal announcement period per the Collective Bargaining Agreement in effect**. The posting shall state the details and qualifications applicable to the position.

**406**

**JOB ANNOUNCEMENTS AND PUBLICITY**

In order to attract candidates for vacancies, the Borough Manager will issue job announcements which will be posted on the Borough bulletin boards and through the media including, but not limited to, the local newspaper. Job announcements shall be clear and readable. They shall include job title, salary range, job qualification requirements, and examination information (including the time, place and manner of completing applications, and other pertinent information).

**407**

**QUALIFICATIONS FOR APPOINTMENT**

Employees shall meet the requirements for the respective positions as spelled out in the job descriptions. The final determination of whether or not the applicant meets the requirements of a respective position shall be made by the **Borough** Manager or his designee. If two candidates are equally qualified for a position in the judgement of the supervisor, seniority will prevail. Preference will be given first to Kodiak Island Borough residents, then to Alaska residents and then to outside applicants. No preference shall be given in the employment of personnel to persons who are related to any employee of the Borough. The hiring of any relatives of **Borough** Assembly members and the Borough Mayor is prohibited.

**408**

**SELECTION PROCESS**

The applicable supervisor assisted by the Borough Manager's designated Human Resources representative ~~personnel assistant~~ and union Shop Steward, if applicable, will evaluate all ~~written~~ applications on a numerical basis on a form (drawn from the position description) provided by the Human Resources ~~personnel~~ office. Based on this evaluation, ~~two (2) or more~~ candidates will be selected for interviews. Interviews will be conducted by the supervisor with the ~~personnel assistant~~ Human Resources representative and union Shop Steward, if applicable, in attendance. ~~unless the interviews are not held in Kodiak. If two or more final candidates are located off island, the normal policy will be that the supervisor will travel to a location where all interviews can be conducted as effectively as possible. The oral~~ This interview will be conducted with a numerical evaluation on a second form (drawn from the position description) and provided by the Human Resources ~~personnel~~ office. In addition, a written examination or demonstration may be required if appropriate. Upon completion of all interviews, the supervisor and/or department director will make a final selection.

**409**

**ENTRANCE WAGE RATE**

The start pay rate for the applicable job classification will be the minimum rate of pay for new employees. The department ~~head~~ director, subject to ~~managerial~~ the Borough Manager's approval, may place a new employee above the start rate, when such placement is a result of the new employee's directly applicable work experience and credentials. Assembly approval is required for any starting placement above Step ~~C~~ D.

**410**

**SHIFT DIFFERENTIALS**

An employee who is assigned to a swing shift (defined as any eight (8) consecutive hours (excluding lunch) beginning between 4:00 p.m. to midnight) shall receive four (4) percent premium pay in addition to his/her regular salary for the period served on swing shift for any day worked as a swing shift. An employee who is assigned to a graveyard shift (defined as the hours from midnight until 8:00 a.m.) shall receive six (6) percent premium pay in addition to his/her regular salary for the period served on graveyard shift for any day worked as a graveyard shift.

If an employee is assigned to work a swing shift or graveyard shift on a regular basis, then sick leave, Holiday pay and annual leave will be paid at the relevant differential percentage. If an employee sporadically works a swing shift as well as normal shifts, then sick leave and annual leave will be paid at the employee's regular salary.

An employee shall not be required to begin any shift change without a minimum of an eight (8) hour break between the end of their regular shift and the beginning of their new shift. The employee shall be notified of this shift change at least twenty-four (24) hours prior to the beginning of said shift or be paid the applicable overtime rate for all hours worked on the first day of the new shift.

**411**

**STEP INCREASES**

All new regular employees after serving a six-month probationary period of overall satisfactory performance, as indicated on the Kodiak Island Borough Performance



Evaluation Report form, shall receive a step increase (~~see sample forms in Appendix B—Forms Section~~).

Each employee is eligible, if overall performance is satisfactory, for an annual step increase on each anniversary date when 1560 hours or more of work have been accumulated. Step increases occur in the manner above in accordance with the respective wage schedule for each position as set forth in Appendix A.

In the event the department ~~head~~ director determines by the evaluation that an employee has not satisfactorily performed the job, the department ~~head~~ director may suspend the employee's step increase for a period of time during which certain specific improvements must be made. Notice of such step increase deferral and the reasons for it shall be given to the employee in writing with a copy to the Borough Manager. When the department ~~head~~ director has determined that the employee has achieved satisfactory improvement, the suspended step increase may be approved at any time during the extended period. The suspended step increase will not be retroactive to the employee's anniversary date. When an employee has received a deferred step increase, he/she will be eligible for future annual increases one calendar year from the date of his/her last step increase, provided the employee has completed 1560 compensable hours of service.

#### **411.1 Special Merit Increases**

A Special Merit Increase (equivalent to one step) shall be granted to an employee for outstanding performance, when justified in writing by the department ~~head~~ director and subject to the approval of the Borough Manager. This increase is in addition to normal step increases and does not affect the anniversary date. Department ~~heads~~ directors may recommend employees for special merit increases in recognition of:

- A. Outstanding service
- B. Special acts of accomplishment
- C. Significant achievements in additional and job-related education or specialized training (outside normal working hours and other than required by the Borough) which enabled the individual to do his/her work more effectively and from which the Borough tends to benefit.

#### **411.2 Longevity Pay**

A regular full-time employee shall receive an additional monetary benefit based on the length of employment with the Borough. Any break in employment longer than thirty (30) calendar days will advance the eligibility date by the number of days in excess of 30. Time served as a temporary employee shall not be included.

~~The following amounts shall be granted employees employed on or before July 7, 1983 in addition to their current pay rate excluding overtime:~~

- ~~A. Seven (7) years of total service— 5 percent of dollar value of employee's current pay rate.~~
- ~~B. Ten (10) years of total service, an additional 5 percent of dollar value of employee's current pay rate.~~

~~C. Fifteen (15) years of total service, an additional 5 percent of dollar value of employee's current pay rate.~~

~~The following amounts shall be granted employees employed after July 7, 1983 in addition to their current pay rate excluding overtime:~~

~~A. Ten (10) years of total service, an additional 5 percent of dollar value of employee's current pay rate.~~

~~B. Fifteen (15) years of total service, an additional 5 percent of dollar value of employee's current pay rate.~~

~~The following amounts shall be granted employees employed after October 1, 1994:~~

Fifteen (15) years of total service, 5 percent of dollar value of employee's current pay rate.

## **412**

### **TEMPORARY ASSIGNMENTS**

At the discretion of the Borough Manager, an employee may be assigned to some or all of the duties created by an employee who is temporarily absent from their position. The temporary higher rate of pay shall be at Step A of the salary range of the temporarily absent employee; if the reassigned employee's pay rate is already higher than or at the same rate as Step A of the position to be filled temporarily the reassigned employee shall be paid at the next step above his/her rate of pay at the time the re-assignment commenced. If this re-assignment is made for more than ~~fourteen (14)~~ six (6) consecutive working ~~calendar~~ days, or ten (10) working days within a thirty-day time frame, the employee shall be compensated at the higher rate of pay. ~~If the employee's pay rate is higher than or the same as Step A of the position to be filled temporarily, the employee shall be paid at the next higher step above his/her current rate of pay.~~

- a. Temporary assignments will not be utilized to avoid filling a vacancy or newly created position. Temporary assignments are for a short-term period, not to exceed six (6) months.
- b. In the case where a bargaining unit employee is temporarily assigned to a non-bargaining unit position, the employee will still be considered a non-exempt employee and shall be paid for any applicable overtime at the higher rate of pay while in that position.
- c. If an employee is assigned to work in a higher classification for a period of more than thirty (30) calendar days, the employee will be compensated at the higher rate for holidays and annual leave taken while in the higher classification.

## **413**

### **EMPLOYEE TRANSFERS**

Any regular Borough employee shall have the right to request and may be considered for a voluntary transfer for a specific job. Any transfer request shall be made in writing and delivered to the ~~Personnel~~ Human Resources Office. Regular employees may be allowed to transfer or request a change of assignment prior to filling a vacancy with a new hire. When an employee is transferred from one position to another with a common pay range, the rate of pay shall remain the same.

When an employee transfers from one position to another having a lower pay range, the rate of pay shall remain the same unless it exceeds the maximum step in the new range. If the current rate of pay exceeds the maximum step in the new range, the rate of pay will be the maximum step in the new range. If the employee's current rate of pay falls within the range of the lower pay range, the pay shall remain the same and will be placed on the proper step of the new lower pay range. The employee's anniversary date shall change to the effective date of the transfer.

Any employee who transfers shall be given a reasonable period, not to exceed ninety (90) calendar days, to become acquainted with the job and to demonstrate ability to fill the job satisfactorily. The supervisor shall prepare a written performance evaluation on day eighty (80) of the evaluation period and will review this evaluation with the employee before day ninety (90). If during the evaluation period the employee demonstrates unsatisfactory ability for the job, the employee shall be returned to the employee's former job without loss of seniority and with no recourse to the grievance/arbitration procedure. The employee may opt to return to the former position within the ninety (90) calendar days. In this event, the rate of pay and anniversary date shall return to be the same as before the transfer.

#### **414**                    **PROBATIONARY PERIOD**

All new regular employees shall serve a six (6) month probationary period. Any employee terminated under this provision shall have no recourse to the grievance procedure. All benefits and seniority credits shall accrue during the probationary period. Time served as a temporary employee shall count towards the probationary period if the employee is subsequently hired into the same position as a regular employee, provided there has been no break in service greater than 60 days.

#### **415**                    **EVALUATION**

The Borough and employees endorse written evaluation of all employees by supervisors for the purpose of evaluating the employees' strengths and weaknesses in their job performance. The written evaluation shall include a rating and comment on each of the position duties described in the job description and the completion of the Kodiak Island Borough Performance Evaluation Report (~~see sample forms in Appendix B – Forms Section~~). The overall rating on the form shall be determined by the rater as the best judgment of the overall performance of the individual. This rating is not a numerical average of the individual factors.

Each employee shall be evaluated at least once per year a minimum of thirty (30) days prior to their anniversary date. *If any employee's evaluation is not timely prepared, the employee's performance shall be considered satisfactory.*

In the event an employee receives an unsatisfactory rating in any category of their evaluation, a personal conference will be held with the employee by the appropriate supervisor, in which his/her problems and suggestions for eliminating these problems are discussed. A written plan of improvement shall be implemented addressing the specific areas that resulted in the unsatisfactory evaluation giving specific instructions for improvement and date the employee will next be evaluated for improvement. Detailed written records of all such conferences will be maintained. The supervisor shall re-evaluate the employee in writing when the improvements have been made but in no event later than sixty (60) calendar days following the unsatisfactory rating. A supervisor who has given his/her notice of

termination of employment shall be required to provide current evaluations, prior to termination, on all employees not evaluated within the last ~~thirty (30) days~~ six (6) months.

**416**

### **PROMOTION**

All other things being equal, it shall be the policy of the Kodiak Island Borough to promote from within the ranks of the Borough employees. If two applicants are equally qualified, the Borough will select the most senior. When an employee is promoted from one position to another having a higher pay range, the employee shall receive an increase of one pay step, or the minimum rate of the higher pay range, whichever is greater. If the employee's current rate of pay falls within the range of the higher pay range, the pay shall be adjusted to the next higher pay step in the new position's range in order to be equal to a one step increase above the current pay rate. The employee's anniversary date shall change to the effective date of promotion. The employee shall be eligible for a one step pay increase after completing six months of overall satisfactory performance.

Any employee who is promoted shall be given a reasonable period, not to exceed ninety (90) calendar days, to become acquainted with the job and to demonstrate ability to fill the job satisfactorily. The supervisor shall prepare a written performance evaluation on day eighty (80) of the evaluation period and will review this evaluation with the employee before day ninety (90) (~~see sample Forms in Appendix B - Forms Section~~). If during the evaluation period the employee demonstrates unsatisfactory ability for the job, the employee shall be returned to the employee's former job without loss of seniority and with no recourse to the grievance/arbitration procedure. The employee may opt to return to the former position within the ninety (90) calendar days. In this event, the rate of pay and anniversary date shall return to be the same as before the promotion.

**417**

### **DEMOTION**

An employee may be demoted for any of the following reasons:

- A. Inability to perform duties adequately.
- B. Layoff because of lack of work or funds. When employees are laid off, they may apply for any available position for which they are qualified.
- C. Personal reasons. An employee may apply for a position with less responsibility and less pay at any time if they choose to do so.

When an employee is demoted from one position to another having a lower pay range, the rate of pay shall remain the same unless it exceeds the maximum step in the new range. If the current rate of pay exceeds the maximum step in the new range, the rate of pay will be the maximum step in the new range. If the employee's current rate of pay falls within the range of the lower pay range, the pay shall remain the same and will be placed on the proper step of the new lower pay range. The employee's anniversary date shall change to the effective date of the demotion.

A demoted employee shall receive a written performance evaluation after six (6) months of service in the new position. No step increase will be available until the first anniversary evaluation is completed for the new position.

**418**

### **OFF DUTY/CALL OUT PAY**

When an off-duty employee is required to report for duty, the employee shall receive overtime pay for all time worked portal to portal during such call out. Such employees shall receive a minimum of one (1) hour's pay or will be paid for actual time worked, whichever is greater.

**CHAPTER 5**  
**SEPARATIONS**

**Section**  
**501**

**RESIGNATIONS**

To resign in good standing, an employee must give written notice to his department **head director** at least fourteen (14) calendar days before the termination date, except for those positions that require a thirty (30) calendar day notice of termination. This requirement may be waived by department **heads directors** when adequate provisions can be made in a shorter period of time, or extenuating circumstances exist. The department **head director** shall furnish a copy of the resignation (recognized by the signature of the department **head director**) to the Borough Manager's Office, the employee for his records, and to the employee's personnel file. The resignation shall include the reason for leaving Borough service. Failure to comply with the aforementioned requirements may be cause for rejection of rehire. Upon approval of the appointing authority, an employee may withdraw his/her resignation prior to the termination date so long as a commitment has not been made to fill the position. Exempt personnel are required to give written notice to their appointing authority at least thirty (30) calendar days before the termination date.

**502**

**LAYOFF**

When a reduction in force is necessary, the department **heads directors** affected shall make a thorough report and recommendation to the Borough Manager, who shall be responsible for the final selection of those employees to be released. Employee efficiency and performance with Borough service shall be the major factors in determining the layoff selection in each classification. Demoting employees in higher classes to lower classes for which they are qualified and laying off those in lower classes may be considered by the Borough Manager and offered to the employees as an option.

The **Borough** Manager is authorized to lay off employees if:

- a. The position has been abolished.
- b. There are insufficient funds.
- c. There is not sufficient work available to warrant the continuation of employment.

If a layoff is pending, the **Borough** Manager shall provide the employee a written notice indicating layoff at least four (4) weeks in advance of the layoff.

If for any of the above reasons, an employee has a loss of employment with the Borough, the **Borough** Manager will make every effort to place the employee in another available job vacancy within the Borough for which he/she is qualified, ~~as determined by the Manager.~~

Whenever possible, layoff will be accomplished through normal attrition. Further, the Borough may attempt to lessen the impact and extent of a layoff through transfers, encouragement of unpaid leaves, early retirement or by any other means

deemed appropriate by the Borough Manager and the Borough Assembly. Should a layoff be determined necessary by the Borough for any reason, the following procedure will apply:

- a. Layoffs shall occur within job classification.
- b. All layoffs will be based upon Borough seniority (least senior employee first laid off) within the specific job classifications by department.
- c. Voluntary employee job share may be utilized as an alternative to layoff upon approval of the affected employees. Laid off employees may apply for any available positions within the Borough for which they are qualified and will be given priority.

## **503**

### **TERMINATION**

The Borough Manager is authorized to terminate employment of personnel for cause. Termination here is defined as a termination of employment for reasons of unsatisfactory performance of duties.

Following are reasons which constitute grounds for termination of employees of the Kodiak Island Borough. The samples provided are not to be interpreted as inclusive.

No regular employee will be terminated for any of the following basic reasons unless a recent evaluation has pointed out the deficiency and reasonable time allowed, and appropriate assistance provided to affect a remedy.

#### **a. Incompetence**

- 1) Inability to perform the essential functions of the job as outlined in the job description.
- 2) Inability to understand and/or follow instructions.
- 3) Continual difficulty in learning and implementing new methods and procedures related to assigned duties.

#### **b. Unsatisfactory Performance of Duties**

- 1) Slovenly work.
- 2) Flagrant damage to tools or equipment used.
- 3) Failure to produce an acceptable amount of work in relation to fellow employees in like positions.

#### **c. Unexcused Absenteeism**

- 1) Absent from work without prior approval and notice.

- 2) Abuse of sick leave.
- 3) Arriving late for work or leaving early from work on a continuing basis.

The following reasons are cause for immediate termination:

**a. Substance Abuse on the Job**

- 1) Reporting to work under the influence of alcohol, [marijuana](#), and/or illegal drugs as determined by a recognized testing procedure.
- 2) Use or possession of narcotic or hallucinogenic drugs unless prescribed by a physician.
- 3) Use of alcoholic beverages [or marijuana products](#) on the job.

**b. Dishonesty**

- 1) Lying concerning work performance.
- 2) Being convicted of a felony or misdemeanor which would reasonably cause the Borough to be concerned about the employee's judgment on the job.
- 3) Taking of Borough property or money or converting to an employee's use.
- 4) Falsification of time records or approval of time records known to be wrong.
- 5) Falsification of information on a Borough application form.

**c. Gross Disobedience**

- 1) Failure to follow supervisor's orders without reasonable explanation of actions.
- 2) Refusal to obey rules and regulations of the Borough.
- 3) Acts of moral turpitude.
- 4) Deliberate injury to another person.
- 5) Violating confidentiality; Unauthorized release of confidential information.
- 6) Sexual Harassment of another employee.



**d. Abandonment of Duties**

- 1) Absenting oneself without approval or authority and failure to promptly notify employer of supportable reasons thereof.

All notices of termination will be in writing, with proper notice to the individual and the reasons for termination will be clearly stated.

**504**

**DISMISSAL NOTICE AND SEVERANCE PAY**

Employees subject to force reduction layoff or dismissed without prejudice shall be given four (4) weeks' notice and severance pay as follows:

1 - 5 years employment	10 working days
<del>5+ years employment</del>	<del>15 working days</del>
Over 5 years – 10 years employment	15 working days
Over 10 years – 20 years employment	20 working days
Over 20 years employment	25 working days

## CHAPTER 6

### WORK SCHEDULE & OVERTIME

#### Section 601

#### HOURS OF WORK

Regular working hours of Borough employees shall consist of a five (5) day week, eight (8) consecutive working hours a day, forty (40) hours a week. Normal working hours will be from 8:00 a.m. to 5:00 p.m. and will include one (1) hour for lunch [to be taken between the hours of 11:00 a.m. and 2:00 p.m. or by arrangement with the department director.](#) The standard work week shall consist of the period from Sunday to Saturday (i.e. 12:01 a.m. Sunday to the following midnight Saturday). The standard workday shall consist of the period from 12:01 a.m. to midnight. Different schedules to meet department operating needs ~~shall~~ [may](#) be established and altered by department ~~heads~~ [directors](#) with approval of the Borough Manager. Temporary shifting of employees' working hours to meet routine needs shall be done as necessary and approved by the department ~~head~~ [director](#).

#### 602

#### TEN HOUR WORKDAY

By mutual agreement of the department ~~head~~ [director](#) and the employee involved, a four (4) day work week may be established consisting of four (4) ten hour shifts at the employee's straight time rate of pay. The employee may opt out of this work schedule by giving a thirty (30) calendar days notice to the department ~~head~~ [director](#). This decision may require all employees involved to revert to a five (5) day work week in order to properly staff the office to deal with the public. All employees who are working a four (4) day work week shall revert to a five (5) day work week during any week requiring an eight-hour day (i.e. training) or in which a holiday listed in this manual is scheduled. However, an employee may request, subject to approval of his/her supervisor, to take two (2) hours annual leave for any scheduled eight-hour workday or holiday listed in this manual (to balance out the remainder of the workday) and therefore remain on the four (4) day work week schedule, provided the business needs of the Borough and the public are met.

#### 603

#### REST PERIODS

A fifteen (15) minute rest break shall be allowed mid-morning and mid-afternoon. Such breaks must be staggered to keep all offices adequately staffed to deal with the public at all times. Break schedules must be approved by the appropriate supervisor.

When working other than the normal shift, a fifteen (15) minute rest break shall be allowed during any work period of at least four (4) hours duration.

#### 604

#### STAGGERED LUNCH PERIODS

Lunch hours may be staggered to meet the needs of service. Lunch schedules must be approved by the appropriate supervisor [and shall be between the hours of 11:00 a.m. and 2:00 p.m., or by arrangement with the department director.](#)

**605**

**EXEMPT AND NON-EXEMPT EMPLOYEES**

Department ~~heads directors and Mental Health Center Clinicians, Community Support Program Director and Clinical Program Director~~ are salaried employees and are therefore exempt from overtime payment in accordance with the Fair Labor Standards Act Executive, Administrative and Professional exemption tests. All other employees are considered hourly (non-exempt) employees and are eligible for overtime payment.

**606**

**OVERTIME**

Employees not serving in executive, administrative or professional positions, as defined by the Fair Labor Standards Act (FLSA), and ~~as~~ defined as exempt positions in the Kodiak Island Borough Code, are eligible to receive overtime compensation. Overtime entitlements shall be earned in accordance with the FLSA unless otherwise provided in this manual.

Overtime shall be scheduled as fairly and equally as practicable among employees, based first on qualifications to perform work and secondly on seniority. All overtime must be authorized by the applicable department ~~head director~~ prior to its performance (~~see sample overtime form in Appendix B - Forms Section~~).

When an employee is assigned to eight (8) hour workdays, all authorized overtime shall be compensated at one and one-half (1.5) times the employee's applicable rate of pay for all time worked in excess of eight (8) hours in a workday. Overtime will be calculated on one-quarter (.25) hour intervals. Any quarter of an hour (fifteen (15) minutes) or portion thereof worked, should be reported on the timecard as one-quarter (.25) hour and paid accordingly (e.g., fifteen (15) minutes is reported as one-quarter (.25) hour and sixteen (16) minutes is reported as one-half (.5) hour).

When an employee is assigned to ten (10) hour workdays, all authorized overtime shall be compensated at one and one-half (1.5) times the employee's applicable rate of pay for all time worked in excess of ten (10) hours in a workday.

All time worked in excess of forty (40) hours in a work week, shall be compensated at one and one-half (1.5) times the employee's applicable rate of pay.

The work week shall be considered to be the period from 12:01 a.m. Sunday to the following midnight Saturday.

**607**

**OVERTIME ON HOLIDAYS**

Overtime hours worked on a recognized Borough holiday shall be paid at double time for all hours worked in addition to the regular holiday pay.

Employees will be notified by their normal quitting time of the preceding day of any scheduled overtime work.

**608**

**FLEXIBLE SCHEDULING OF WORK HOURS**

Supervisors are permitted to put their employees on flexible schedules so long as neither service to the public nor normal office hours are reduced, and so long as the employees volunteer in writing for flexible scheduling. Flexible scheduling is intended as an employee benefit; therefore, only employees who volunteer in writing to their supervisor for the flexible hours should be scheduled that way. Hours or work scheduled outside the standard work week are to be avoided.

Flextime is the scheduling of an employee to work eight (8) hours per day between the hours of 7:00 a.m. and 6:00 p.m. Flextime must be approved by the employee's supervisor or the **Borough Manager's Office**. Approval of flexible scheduling prior to 7:00 a.m. or after 6:00 p.m. will be granted only under extenuating circumstances and must be mutually acceptable to the employer and the Union, **if applicable**.

## CHAPTER 7

### LEAVE

#### Section 701

#### ANNUAL LEAVE ENTITLEMENT (on a calendar year basis)

Leave with pay shall accrue to all full-time regular employees at the following rates based upon twenty-~~four~~ ~~six~~ (24 26) annual pay periods of eighty (80) hours per pay period. ~~On those months with three (3) pay periods, no leave will be accrued on the third pay period. In other words, there are a total of twenty-six (26) pay periods in a year, leave accrual will be based on twenty four (24) of those pay periods.~~

<u>Length of Service</u>	<u>Earned Monthly</u>	<u>Annual Total</u>
0 through 2 years	1-1/2 days (6 hours per pay period)	18 days
Over 2 year but less than 5 years	1-3/4 days (7 hours per pay period)	21 days
Over 5 years but less than 8 years	2 days (8 hours per pay period)	24 days
Over 8 years but less than 10 years	2-1/4 days (9 hours per pay period)	27 days
10 years and over	2-1/2 days (10 hours per pay period)	30 days

For regular part-time employees working less than thirty (30) hours a week and regular full-time employees working thirty plus (30+) hours but less than forty (40) hours a week, annual leave accrual will be prorated based upon normally scheduled hours per pay period.

#### 702

#### ANNUAL LEAVE - GENERAL

Annual leave may be used for vacations, personal business, and periods of illness. Leave for periods of time not exceeding three (3) working days shall be scheduled at least 24 hours in advance. Vacation leave exceeding three (3) working days shall be requested at least two (2) weeks in advance ~~(see sample~~ using a Leave Request Form ~~in Appendix B - Forms Section~~. Vacation leave will be charged to annual leave. If annual leave is insufficient, leave will be charged to leave without pay if approved by the [Borough Manager](#).

Supervisors are responsible for permitting employees to utilize all leave earned in any calendar year. Supervisors and employees must schedule such leave usage in advance so as not to unduly conflict with or severely restrict the normal work requirements of their respective department. In the event two employees submit leave requests on the same day and for the same period of time, the most senior employee will be granted his/her leave request if both employees cannot be spared, unless unusual circumstances dictate otherwise.

Employees shall not be eligible to utilize annual leave during the probationary period. Upon successful completion of the probationary period, the employee will be credited with nine (9) days of accrued annual leave time. Employees who do not complete the probationary period or who are not retained beyond the probationary period shall not be credited and paid for their accrued leave for their period of employment. Employees who, for good and sufficient cause, must be absent during the probationary period shall be considered in a leave without pay status, [if approved by the Borough Manager](#). Any new employee hired between the first (1st) and the fifteenth (15th) days of the month, inclusive, shall be considered to have worked the full month for leave purposes; and any employee hired after the fifteenth (15th) day of the month shall be credited with leave for half a month.

Leave can be accrued from year to year with a maximum accrual limit of seventy-five (75) working days. Leave continues to accrue during the period of time an employee is on paid leave. A recognized holiday occurring during an employee's leave period shall not be counted as a day of leave.

### **703**

#### **CASH-IN OF ANNUAL LEAVE**

An employee upon written request shall be permitted to cash in up to eighty (80) hours of his/her annual leave in excess of eighty (80) hours. Such cash out shall be permitted once in a calendar year. In the event of a serious emergency an employee may cash out any accrued annual leave in excess of eighty (80) hours. Any cash-in of annual leave must be approved by the Borough Manager [utilizing a Cash-in of Annual Leave form](#). [Examples of events may be, but are not limited to, unexpected replacement or repairs to home systems such as roofs, heaters, foundation, plumbing and other systems; damage to, or repair of automobiles; illness or injury to the employee or immediate family member per FMLA; and other unexpected events.](#) Employee is aware that justification to the Borough Manager regarding the unexpected nature of the event may be required. ~~(see sample Cash-in of Annual Leave form in Appendix B—Forms Section).~~

### **704**

#### **PAYMENT OF ANNUAL LEAVE UPON TERMINATION**

Upon separation of a regular employee, accrued annual leave shall be compensated for in a lump sum at the present earnings rate of the employee ~~within three (3) working days~~ [pursuant to AS 23.05.140 \(b\)](#), as the provision may be amended from time to time.

**705**

**MANDATORY LEAVE**

All employees must utilize a minimum of ten (10) days annual leave per annum. Excess annual leave (over seventy-five (75) working days) will automatically be transferred into the sick leave account at the end of the calendar year.

**706**

**DONATION OF LEAVE**

Employees may donate hours of annual leave ~~in excess of eighty (80) hours~~ to a fellow employee who has suffered or is suffering a serious personal emergency or disaster such as lingering or terminal illness of the employee or of a member of the employees' family, or the loss of home and belongings due to fire or natural disaster. Leave donations must be requested in writing and be approved by the Borough Manager. Donations will reflect as a reduction in annual leave hours to the Donor and an increase of the same number of annual leave hours to the Donee.

**707**

**SICK LEAVE**

Each full-time regular employee shall accrue sick leave from the date of employment at the rate of ~~one and one-quarter (1-1/4) days per month (five (5) hours per pay period based upon twenty four (24) annual pay periods of eighty (80) hours per pay period)~~ fifteen (15) days per calendar year pro-rated by twenty-six (26) pay periods of eighty (80) hours each, regardless of length of service. For regular part-time employees working less than thirty (30) hours a week and regular full-time employees working thirty plus (30+) hours but less than forty (40) hours a week, sick leave accrual will be prorated based upon regularly scheduled hours per pay period.

Sick leave is available for use by the employee or if the employee's dependent child, ~~as defined within the Family and Medical Leave Act (see section 708 definitions)~~, or spouse is sick and requires the physical presence of the employee in the interest of family welfare. Employees not able to work due to illness shall notify their supervisor within two (2) hours ~~of~~ prior to the scheduled reporting time. When sick leave exceeds three (3) consecutive workdays a statement from a licensed health care practitioner may be required to substantiate the leave taken. If sick leave is not sufficient to cover an absence due to illness, leave shall be charged to annual leave, then to leave without pay.

Accrued sick leave may be used during the probationary period. Excess annual leave (over seventy-five (75) working days) will automatically be transferred into the sick leave account at the end of every calendar year. ~~Sick leave slips should be turned in within three (3) working days after the leave has been taken (see sample Leave Request Form in Appendix B—Forms Section).~~

No cash payment will be made to an employee for unused sick leave when the employee terminates from Borough service.

**708**

**FAMILY/MEDICAL LEAVE**

The Family and Medical Leave Act (FMLA) provides certain employees with up to 12 weeks job-protected leave per year. It also requires that their group health benefits be maintained during the leave.

~~**Eligibility** – Employees are eligible to use family leave for the purposes outlined above if they have been employed at least thirty-five (35) hours a week for six (6) consecutive months or seventeen and one-half (17.5) hours a week for twelve (12) consecutive months immediately preceding the leave and worked 1,250 hours of service. (see sample Family/Medical Leave Form in Appendix B – Forms Section).~~

An employee is entitled to the benefits guaranteed under the provisions of the federal Family and Medical Leave Act (FMLA) and the state law provisions (AS 39.20.500-550), as they may be amended from time to time, and the following paragraphs shall apply unless in conflict with those provisions of law.

In compliance with the state and federal Family and Medical Leave acts (including any amendments) family leave (sick leave) may be utilized by eligible employees for a serious health condition of the employee, their child, spouse or parent. Up to twenty-four (24) weeks in any twenty-four (24) month period may be utilized for this purpose with a maximum of eighteen (18) weeks allowed in any twelve (12) month period (i.e., an employee who opts to take eighteen (18) weeks in the first twelve (12) months would then have six (6) weeks remaining to take in the following twelve (12) months).

The Family and Medical Leave Acts also allows for family leave to be utilized by eligible employees for pregnancy and birth of a child of the employee, or the placement of a child, other than the employee's stepchild, with the employee for adoption. The right to take leave for this reason expires on the date one year after the birth or placement of the child. Up to eighteen (18) weeks within a twelve (12) month period may be taken for this purpose. The twelve (12) month period will be calculated from the day the employee first utilizes family/medical leave.

All family/medical leave will first be charged to sick leave, then to annual leave and then to leave without pay. Employees may choose to retain a balance of five (5) days paid leave before switching to leave without pay. Leave without pay provisions as outlined in this document will apply.

~~The following parental leave policy applies to those employees having worked ten (10) months preceding parental leave:~~

**Kodiak Island Borough Parental leave:** An employee who has been employed for not less than ~~ten (10)~~ twelve (12) consecutive months is entitled to take a total of six (6) months leave of absence immediately preceding and following childbirth or adoption. This leave is concurrent with and extends the benefits of the FMLA.

The employee requesting parental leave may receive cash payment in lieu of up to ten (10) days accumulated annual leave. A request for this payment must be made at least thirty (30) calendar days in advance. The employee who desires to resume employment following parental leave shall submit a request for leave at least thirty (30) calendar days prior to any parental leave, unless extenuating medical



circumstances prevent such notice. The employee shall be reinstated with no loss of time in service.

**Employee Notice** - If the necessity for leave is foreseeable based on an expected birth or adoption or planned medical treatment or supervision, the employee shall provide the Borough with at least thirty (30) calendar days notice prior to the expected need for leave wherever possible. Where thirty (30) calendar days notice is not possible, the employee is required to provide such notice as is practicable. The employee shall also make a reasonable effort to schedule treatment or supervision so as not to disrupt unduly the operations of the Borough, subject to the approval of the employee's health care provider (~~see sample Family/Medical Leave Form in Appendix B – Forms Section~~).

**Group Health Coverage** - During the time that an employee is on leave under the Act, the Borough will maintain coverage under the group health plan at the level and under the conditions that coverage would have been provided if the employee had been employed continuously from the date the leave began to the date the employee returns from leave. Employees who pay premiums for health insurance coverage by paycheck deduction will still be responsible for those premiums while on leave without pay. The Borough's obligation to maintain health insurance coverage will cease if an employee's premium is thirty (30) calendar days late. The Borough may recover the costs for maintaining health insurance coverage for an employee on unpaid leave if the employee fails to return from the entitled leave period for a reason other than the recurrence or continuation of a serious health condition or other circumstances beyond the control of the employee.

**Certification** - The family/medical leave act contains a provision allowing employers to verify the existence of a "serious health condition" before granting an employee's leave request. Employees requesting leave because of a serious health condition may be required to produce a "certification" from the treating licensed health care provider of the patient. The Borough may also, at its own expense, require a second opinion to ascertain the validity of the certification provided by the treating licensed health care provider.

**Return to Work** – The Borough Manager, at ~~his~~ his/her discretion, may require a certificate from an attending physician that the employee who has taken family medical leave is able to return to work.

**Employee's Rights Upon Return from Leave** - Unless the Borough's business circumstances have changed to make it impossible or unreasonable, when an employee returns from leave mentioned above, the Borough shall restore the employee to the position of employment held by the employee when the leave began; or to a substantially similar position with substantially similar benefits, pay, and other terms and conditions of employment.

**Definitions** -

"parent" means a biological or adoptive parent, a parent-in-law, or a stepparent.

"child" includes the employee's biological, adopted, or foster child, stepchild, or legal ward who is under 18 years of age; or 18 years of age or older and incapable of self-care because of mental or physical disability.

"serious health condition" means an illness, injury, impairment, or physical or mental condition that involves inpatient care in a hospital, hospice, or residential health care facility; or continuing treatment or continuing supervision by a health care provider.

**709 LEAVE WITHOUT PAY**

Leave-without-pay, if approved by the Borough Manager, may be granted to an employee not to exceed thirty (30) days (~~see sample Leave Request Form in Appendix B - Forms Section~~). Annual and sick leave do not accrue when the employee is in a leave-without-pay status longer than ten (10) working days. Employees who are in a leave-without-pay status longer than ten (10) working days will also not be eligible for holiday pay. Under the Public Employees Retirement System (PERS), leave-without-pay exceeding ten (10) working days is not creditable service. Employees in leave-without-pay status for more than ten (10) working days for a reason other than Family/Medical Leave, will be responsible for paying that portion of the health insurance premium for the leave taken beyond ten (10) working days. Exempt employees in leave-without-pay status will not have any reduction in pay for absences of less than a full day (eight hours) of leave-without-pay in recognition of the fact that exempt employees are not eligible for overtime pay.

**710 EDUCATIONAL LEAVE WITHOUT PAY**

Educational leave without pay may be granted for educational purposes directly related to employment with a specific benefit to the Kodiak Island Borough. Approval will be contingent upon the work schedule allowing the time to be taken without a disruption to Borough business. If approved by the Borough Manager, this leave may be granted to an employee not to exceed one-hundred-twenty (120) calendar days. Annual and sick leave do not accrue when the employee is in an educational leave without pay status longer than ten (10) working days. Employees who are in an educational leave without pay status will not be eligible for holiday pay during the period they are on educational leave without pay status.

**711 HOLIDAY LEAVE**

The following holidays shall be recognized by the Borough:

New Years Day	1 January
Martin Luther King's Birthday	3rd Monday in January
President's Day	3rd Monday in February
Seward's Day	Last Monday in March
Memorial Day	Last Monday in May
Juneteenth	19 June
Independence Day	4 July
Labor Day	1st Monday in September
Veteran's Day	11 November
Thanksgiving Day	4th Thursday in November
Thanksgiving Friday	Day after Thanksgiving
Christmas Day	25 December
Employee's Birthday	<del>To be taken anytime during the Birthday month (see sample Leave</del>

~~Request Form in Appendix B—Forms Section~~—An employee's birthday shall be observed on a workday mutually agreed to by the employee and the Employer within three months prior or three months after their actual birthday. Employees who ask to celebrate their birthday holiday during the month in which it falls will not be unreasonably denied.

In addition to Borough recognized holidays, every day designated by public proclamation by the President of the United States or the Governor of Alaska as a legal holiday shall also be observed as a holiday for Borough employees. (Alaska Day was traded for Thanksgiving Friday and Lincoln's Birthday was traded for Employee's Birthday ~~by negotiation~~.) In the event of a recognized holiday falling on Saturday, the preceding Friday shall be observed. In the event of a recognized holiday falling on Sunday, the following Monday shall be observed. All employees shall be excused from work on recognized holidays and special holidays, except where the activities of the Borough require that regular or emergency work be performed. In the event that holiday work is required, the rate of pay for employees working on holidays shall be at doubletime for all hours worked in addition to the regular holiday pay. Temporary employees are not eligible for holiday pay.

A supervisor with employees whose normal work week is outside the work week of Monday through Friday may change the holiday work schedule in order to meet the needs of the public, with the approval of the department director.

## 712

### BEREAVEMENT LEAVE

Accrued sick leave or, at the employee's option, annual leave or leave without pay ~~if approved by the Borough Manager~~, not to exceed five (5) days may be used by an employee upon the death of a member of the employee's or their spouse's ~~or their same-sex domestic partner's~~ immediate family ~~(provided that the State of Alaska's Political Subdivision Health Plan Same-Sex Partner Affidavit is completed and on record with the Borough)~~ ~~(see sample Leave Request Form in Appendix B—Forms Section)~~. Immediate family is defined as spouse, siblings, son, daughter, parents, stepparents, stepsiblings, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents and grandchildren. Up to three (3) additional days of sick leave, annual leave, or leave without pay may be granted to accommodate required travel.

## 713

### WORKERS' COMPENSATION LEAVE

During periods of on-the-job injury recuperation, the employee shall be eligible for Workers' Compensation Benefits and will be placed on Worker's Compensation Leave. All fringe benefits will continue to accrue while in this status.

It is the intent of this policy that the employee's take home pay for a period not to exceed ten (10) weeks will remain the same throughout the recuperation period as his/her regular take home pay prior to the injury. Sick and annual leave will be used as follows:

1. The first three (3) days should be sick leave or upon employee request, annual leave, or leave without pay if no other leave is available (~~see sample using a Leave Request Form in Appendix B—Forms Section~~). For a new regular employee on probation status who has not accumulated a combined total of three (3) days of sick and annual leave, the three (3) days will be charged first to sick leave, then annual leave and finally the salary line item for the employee.
2. For the remaining days, until the end of ten (10) weeks measured from the date of initial leave taken, an amount equal to the difference between the employee's take home pay prior to the injury and the amount received from Worker's Compensation will be paid to the employee by the Borough and charged to the salary line item for the employee.

If the absence exceeds twenty-eight (28) calendar days and Worker's Compensation then picks up the original three (3) days of paid leave the employee must repay the Borough for the three days pay. The Borough will then credit the employee's records for deductions as a result of an on-the-job injury. The credit will be applied first to the salary line item, and then to sick leave.

An employee can remain on Worker's Compensation Leave for up to six (6) months or until determined to be permanently or totally disabled or permanently partially disabled and unable to return to work, whichever comes first. The Borough will not, however, supplement any Worker's Compensation benefits provided for by its compensation insurance carrier for any settlements of industrial accident claims. When any such settlement is made, disability shall be presumed to terminate on the date of such settlement.

## 714

### COURT DUTY

Court duty, including jury service, shall be treated as administrative leave from Borough duty without loss of longevity, leave, or pay. Service in court when subpoenaed as a witness on behalf of the Borough, or when called as an expert on a matter of Borough concern, or relating to a Borough function, or the employee's job performance will be considered administrative leave (~~see sample Leave Request Form in Appendix B—Forms Section~~). Fees paid by the court (other than travel and subsistence allowance) will be turned in for deposit to the Borough except that fees paid for court duty that occurs on the employee's normal non-workdays may be retained by the employee. Witness service for personal purposes will be covered by annual leave, or leave without pay, and any fees received in this connection may be retained by the individual. Employees, upon receiving written notice of being called for jury duty, will immediately provide their supervisor with a copy of such notice. In the event an employee is called for court duty in Kodiak, when excused, he or she shall return to work within a reasonable time, not to exceed one hour. If the employee is serving court duty

outside the city of Kodiak, he or she shall return to work within one hour upon returning to Kodiak.

**715**                    **MILITARY LEAVE**

Employees who are called up for active duty in a branch of the U.S. Armed Forces or who are members of a U.S. Military Reserve component shall be entitled to leave and re-employment benefits as prescribed by state and federal laws.

Absence from Borough duty for the purpose of participating as a member of a United States reserve component, either in active military service of the State or in military training, is authorized and will be treated administratively (in the case of the employee who has completed probationary service) in such manner that the individual will not suffer a decrease in income or a loss of benefits during the first two weeks of the military active duty or training period. The Borough Manager will be provided with a copy of the individual's orders to duty. The absence will be recorded, during the first ten (10) working days, as administrative leave without charge to the employee's leave account (~~see sample Leave Request Form in Appendix B—Forms Section~~). Military pay paid to the employee for this period of time (equivalent to eighty (80) hours of work) will be turned over to the Borough.

**716**                    **UNAUTHORIZED LEAVE**

Any absence not authorized and approved in accordance with the provisions of these regulations may be grounds for disciplinary action up to and including termination; provided, however, that any employee who has verified that they were unable to return to duty due to weather and/or an emergency shall not be subject to disciplinary action under this section.

**717**                    **SICK LEAVE BANK**

All Kodiak Island Borough regular employees are eligible to participate in a Sick Leave Bank. The Sick Leave Bank shall be administered by the Borough Manager. It is the Manager's responsibility to approve or deny requests for Sick Leave Bank usage (~~see sample Sick Leave Bank Request Form in Appendix B—Forms Section~~). ~~In the case of denial, the request for Sick Leave Bank usage may be appealed to the Personnel Advisory Board. The Personnel Advisory Board's decisions regarding Sick Leave Bank usage will be final.~~

Each employee enrolling in the Bank will donate one (1) day of his/her sick leave to the Bank each year, until the Bank is built up to a maximum of three hundred (300) days (~~see sample Sick Leave Bank Authorization Form in Appendix B—Forms Section~~). No more days will be added to this maximum until the Bank is depleted to two-hundred-fifty (250) days except for new participants. The Finance Department shall maintain an accounting of the Sick Leave Bank balance at all times. This information will be available to any member upon request. Contributions will be made to the Bank once a year in the month of January according to the above limitations. The employee will be responsible for submitting donation forms between January 1 and January 31. In the event the

Bank becomes totally depleted during the year, each member of the Bank may donate additional days up to a maximum donation of three (3) days per year.

An employee withdrawing from membership in the Bank will not be able to withdraw the contributed days. An employee will not be able to withdraw days from the Bank until all of his/her own accrued sick leave and annual leave have been depleted. The maximum number of Sick Leave Bank days available to a member shall be twenty-two (22) days in any calendar year. In the case of multiple requests, if there are not enough days in the Bank to cover the requests in full, the available days will be split evenly between the requesting employees. Employees withdrawing Sick Leave Bank days will not be required to replace these days except as a regular contributing member of the Bank. Employees withdrawing Sick Leave Bank days may voluntarily contribute additional days to the Bank.

Sick leave days can only be withdrawn from the Bank for the individual member's illness or injury. Normal pregnancy leave and parental leave not associated with illness or disability under Section 707 of the Personnel Manual are not eligible for Sick Leave Bank requests. Requests for use of Bank days will be forwarded by the employee to the [Borough](#) Manager and must be accompanied by a letter from the attending physician. The approval of the request shall be subject to the attending physician's supportive statement. Approved requests will then be forwarded to payroll for processing. The Kodiak Island Borough leave form shall be used as verification of sick leave donated to the Sick Leave Bank.

#### Qualifications for Membership in Sick Leave Bank

- A. Only regular full-time or part-time employees are eligible to participate in the Sick Leave Bank.
- B. Only contributing members of the Sick Leave Bank are eligible to use the Bank.
- C. Members may use the Sick Leave Bank only after they have completed their probationary period. Date of hire will determine eligibility. An employee may contribute to the Bank as soon as all other requirements are met.

## CHAPTER 8

### DISCIPLINE

#### Section 801

#### DISCIPLINE

Any employee discharged or suspended for disciplinary reasons shall be furnished, in writing, the reasons for such action.

No employee shall be disciplined or discharged without cause.

It is the intent of the Borough to utilize progressive discipline, however, the level of discipline will depend on the actual circumstances and severity of the Employee's misconduct.

Progressive discipline would normally be:

1. Verbal Counseling and Warning
2. Written Warning via Disciplinary Action Memo
3. Discharge

**Disciplinary Action Procedure:** All disciplinary actions, except verbal counseling and warning shall be documented on a Disciplinary Action Memo to the employee and the employee's personnel file. The employee shall be given a chance to read the memo. It shall then be reviewed with the employee and a sincere effort shall be made to obtain agreement with the employee that facts are stated correctly that the inappropriate or incorrect behavior did occur, that it did represent behavior that should be disciplined, that the discipline is appropriate and that the behavior will not be repeated. If errors are found, the Disciplinary Action Memo shall be rewritten and again reviewed. Comments of the employee shall be entered under that heading. The employee shall be requested to sign the memo and be informed that his or her signature indicates only agreement that the memo accurately records the discussion. If the Employee refuses to sign the memo, the statement shall be entered:

"(Employee's Name) read the contents on (date) and refused to sign."

The supervisor may, if necessary, complete reviews of the employee's progress in correcting the cause of the original action at three, six and nine months-or any other intervals. These reports shall be made on a standard Evaluation Report form (~~see sample form in Appendix B - Forms Section~~). ~~Twelve~~ **Thirty-six (36)** months from the date of the action concerned, the Borough Manager shall review the disciplinary action and if it is determined that the problem has been resolved, all copies of the Disciplinary Action Memo shall be returned to the affected employee **provided that a record shall be maintained that a Disciplinary Action Memo had been filed but was removed.**



## CHAPTER 9

### TRAINING

#### Section 901

#### NEW EQUIPMENT TECHNOLOGY OR PROCEDURES

The Borough shall provide, or make available, updated training to qualified employees as required with the introduction of new equipment, technology, and/or procedures.

#### 902

#### TUITION REFUNDS

Consideration will be given toward reimbursement of 100 percent of the tuition expense, books, and lab fees if an employee successfully completes coursework considered to relate to the employee's present duties and to be of benefit to both the Borough and employee involved.

Written concurrence from the department ~~head~~ director and the Borough Manager shall be obtained in each case **before** beginning the pertinent course of study (~~see sample using a Coursework Approval Form in Appendix B – Forms Section~~). If the reimbursed tuition amount exceeds ~~\$300~~500, the employee shall sign and abide by a Tuition Agreement (~~see sample Tuition Agreement in Appendix B – Forms Section~~). The maximum reimbursable tuition amount is ~~\$1,500~~2,500 per employee per fiscal year. The Borough shall not reimburse any employee for tuition and/or associated costs that have or will be paid by a third party.

Upon successful completion of the course involved, the employee shall furnish his/her department head with evidence of successful course completion (a grade of C or better or a certificate of completion) and a receipt of the course fee. Upon approval of the reimbursement process by the Borough Manager, the reimbursable cost will be paid. In the event of involuntary termination, the employee shall not be required to repay tuition.

#### 903

#### SPECIAL TRAINING

Employees who attend courses or conferences or receive special schooling that is reimbursed or paid for by the Borough (~~defined as any training or schooling for which the Borough pays \$2,500 or more including the cost of the training program plus travel~~) will be subject to the terms of a Special Training Agreement (~~see sample Special Training Agreement in Appendix B – Forms Section~~).

Any employee terminating employment prior to working one year after completion of an approved special training program ~~for which a Special Training Agreement is required (defined as any training or schooling for which the Borough pays \$2,000 or more including cost of the training program plus travel)~~, unless terminated for ~~a justifiable reason~~ convenience of the Borough or due to personal hardship requiring resignation will be subject to forfeiture of accumulated leave and/or salary on a pro-rated basis in the amount at or above ~~\$2,000~~2,500 of the cost of the training program plus travel. Conferences are considered special training programs under the provisions of this section.



When attendance at a training program is mandatory as determined by the department ~~head~~ director, the employee shall be compensated at their regular rate of pay for all scheduled training hours. In addition, the Borough shall pay for the cost of registration, tuition, publications, transportation, and per diem, and he/she shall be exempt from signing the Special Training Agreement.

**904**

**TRAINING**

The Kodiak Island Borough encourages training programs including government funded programs which will provide initial and advanced training for employees. Within budget limitations, training offered shall particularly emphasize requirements for occupational certification, job skill enhancement, accident prevention, employee safety and public relations.

Approval for training is subject to availability of budgeted funds and must be approved by the Borough Manager or his designee.

## CHAPTER 10

### BENEFITS

#### Section 1001

#### EMPLOYEE INSURANCE

a. The Kodiak Island Borough will provide a group health care plan with benefits at least equal to those provided by the Group Health Care and Life Insurance Plan for employees of the State of Alaska Political Subdivisions program.

Move to a.1 ~~b.~~ All eligible employees ~~of the Kodiak Island Borough who enroll~~ will pay the same ~~percentage premium~~ costs in order to be eligible for this health insurance coverage.

Move to a.2 ~~e.~~ Coverages and costs of the ~~Alaska Electrical Health & Welfare Fund~~ group health care plan are determined each year by ~~Alaska Electrical Trust Fund (AETF)~~ the health care plan provider and the Kodiak Island Borough. Each employee will be notified of the coverages and costs each year.

Move to a.3 ~~d.~~ Pursuant to Section 125 of the United States Tax Code, the Borough shall offer employees the option of participating in a group health (~~Cafeteria~~) plan. Requirements for and benefits of participation in the ~~Health~~ plan are set forth in the Borough's Section 125 Plan which may be amended from time to time to conform to the requirements of Section 125.

The employee portion of the premium shall be contributed in accordance with the Borough Section 125 Plan by those employees who choose to participate under the Plan.

Combine with i and move to f. ~~e. Employees are eligible for participation in the health and life insurance programs if they are regular, or non-temporary employees who have been employed for greater than two consecutive years and have been working twenty hours or more each week. Enrollment periods are at initial hire and after a qualifying event.~~

~~f. No employee covered by this plan will receive health insurance from more than one Borough insurance policy.~~

Move to b. ~~g.~~ The Borough shall provide, on a non-contributory basis, a group Life and Accidental Death and Dismemberment insurance plan for each eligible, regular employee ~~in the amount equal to \$75,000~~. The program of benefits will be as described in a Master Contract between the Borough and insurance carrier.

~~h. As a participant in the Health Plan, the employee also receives at no cost an additional \$50,000 in basic life and \$50,000 in Accidental Death and Dismemberment coverage.~~

- Move to f. i. Eligible employee is defined as either:
1. a regular full-time employee, or
  2. a regular part-time employee working at least ~~fifteen (15)~~ twenty (20) hours per week.
  3. a temporary employee who has been employed for greater than two consecutive years and has been working twenty hours or more each week.

Duplicate of a.1 ~~j.~~ ~~Regular part-time employees who are eligible for, and elect to have insurance coverage, shall pay the same premium as all other employees.~~

Move to a.5 ~~k.~~ An employee on an approved leave of absence may elect to pay the full premium for ~~Borough-wide~~ health insurance during this period, if allowed under the group insurance contract.

Move to c. ~~l.~~ The Borough also provides a non-contributory Accident Travel Insurance policy which provides \$100,000 coverage to employees who are traveling on official Borough business.

Move to a.4 ~~m.~~ The Borough will provide continuation of regular health insurance benefits for employees who utilize family and medical leave and parental leave for a period not to exceed the time limits outlined in the state and federal Family and Medical Leave Acts and the Borough parental leave policy. If the employee pays a premium for health coverage for dependents, they are still responsible for payment of their portion of the premium while on leave.

Move to d. ~~n.~~ The Borough will provide Worker's Compensation coverage for all employees and volunteers ~~firefighters~~ of the Borough.

Move to e. ~~o.~~ The Borough will provide a non-contributory short and long-term disability insurance program for each employee.

## 1002

### RETIREMENT

Kodiak Island Borough is a member of the Alaska Public Employee's Retirement System (PERS). Accordingly, all deductions shall be made according to the regulations of that system. All employees will receive a copy of the PERS booklet, and it will also be available in the payroll and Manager's offices, and the State of Alaska, Department of Administration, Division of Retirement and Benefits website.

## CHAPTER 11

### EMPLOYMENT PRACTICES

#### Section 1101

#### PERSONNEL RECORDS

The Borough Manager shall provide and maintain central files for records of the personal and work history of each employee in the Borough service. No personnel files shall be maintained elsewhere in the Borough either by the Manager or department ~~heads~~ directors.

Employees shall have access to their own confidential personnel file. Access to the personnel files by other than the Borough Manager, the employee's immediate supervisor and department ~~head~~ director, the ~~personnel and administrative assistant~~ Borough Manager's designated Human Resources representative, and the ~~director~~ ~~head~~ of a Borough department into which the employee has applied for promotion or transfer shall not be allowed without prior approval of the Borough Manager. Other persons shall be permitted access to personnel files only by court order or by the written consent of the employee and upon written approval of the Borough Manager. Additionally:

1. Employees will be allowed access to their personnel files without the permission of their supervisors.
2. Employees will not be allowed to remove their personnel files from the office; however, employees may request copies of documents from their personnel files and these copies may be removed.
3. Supervisors will not be notified when employees request access to their personnel files.
4. All copies of Disciplinary Action Memos removed from a personnel file shall be returned directly to the affected employee.
5. No supervisory employee(s) will retain copies of Disciplinary Action Memos removed from an employee's personnel file.

Medical records shall be safely secured and kept separate from the employee's personnel file. Access to these files shall be restricted to the Borough Manager, ~~personnel assistant~~ the Manager's designated Human Resources representative, and the employee. Such records shall not be released for any reason other than a medical emergency, in which event they may be released to a licensed health care practitioner, unless the employee gives written consent allowing the release of his/her medical file.

#### 1102

#### PAYROLL PROCEDURES

It is the policy of the Kodiak Island Borough to pay employees by check or by voluntary written authorization for direct deposit (as available) on a regular basis and in a manner so that the amount, method, and timing of such payments comply with any applicable laws or regulations.

Employees will normally be paid on Friday on a biweekly basis. If the regular payday occurs on a holiday, employees will be paid on the last working day prior to the regular payday.

Employees on each payday will receive, in addition to their check or deposit advice, a statement showing gross pay, deductions, and net pay. Local, state, federal and social security taxes will be deducted automatically. No other deductions will be made unless required or allowed by law, contract, or employee written obligation. Employees may elect to have additional voluntary deductions taken from their pay only if they authorize the deductions in writing.

When an employee separates from the Borough any wages due shall become payable immediately and shall be paid ~~within three (3) working days following separation~~ pursuant to AS 23.05.140(b), as that provision may be amended from time to time.

**1103**                    **TIMESHEETS**

Copies of the employee's time sheets shall be made available upon request, by the employee or his/her designee.

**1104**                    **PAYCHECK ERRORS**

In the event an employee disputes the amount of any compensation on his/her paycheck, the employee shall notify the Borough's designated payroll representative. The Borough shall rectify any verified paycheck errors upon receipt of such notice. Paycheck errors of less than 5% of gross pay shall be rectified on the next paycheck. Paycheck errors that are over 5% of gross pay shall be rectified within three (3) working days after such notice.

**1105**                    **MOVING EXPENSES FOR NEW EMPLOYEES**

~~The Borough Manager may specify positions in high demand and short supply requiring moving expenses for the purpose of accepting employment with the Borough, upon approval of the Borough Assembly.~~ When there is an essential position to be filled and the best applicant is from outside of Kodiak, the Borough Manager, upon approval of the Borough Assembly, may authorize the reimbursement of moving expenses. Such positions may be reimbursed for actual and necessary expenses under the following conditions:

- a.        The employee must be appointed to a position for which the Borough Manager certifies that such expenditure is necessary to recruit qualified employees.
- b.        The maximum reimbursable for an employee shall be determined at the time of employment in accordance with current costs not to exceed the equivalent of one month's salary. ~~On a case-by-case basis and upon approval of the Borough Assembly, additional reimbursement of moving expenses exceeding this limit may be authorized by the Borough Manager.~~
- c.        New employees who are assisted with their moving expenses under this policy shall be required to sign a Transportation Agreement prior to

employment (~~see sample Transportation Agreement in Appendix B—Forms Section~~). The Transportation Agreement shall stipulate that the employee will reimburse the Borough for all or part of such expenditures in the event he or she voluntarily leaves Borough service, or is discharged for cause, within a period of two (2) years according to the following schedule:

100% -Less than twelve (12) months  
75% -Twelve (12) but less than eighteen months  
50% -Eighteen (18) but less than twenty-four (24) months

- d. New employees may not be given an advance against moving expenses without prior written approval of the Borough Manager.
- e. It is the responsibility of the appointing authority to see to it that prospective new employees are aware of pertinent limitations of these regulations before a move is made.
- f. Reimbursement shall be based upon itemized receipts for moving expenses. The appointing authority shall be responsible for advising new employees ~~shall be advised by the appointing authority~~ of dollar limitations, the need for itemized receipts or invoices, the meaning of the Transportation Agreement, and other pertinent matters prior to their move.

## 1106

### CLOTHING ALLOWANCE

Where special clothing or a uniform is required for the position, an annual clothing allowance reimbursement ~~of up to \$700 per year payable quarterly~~ shall be allowed. The yearly amount to be paid shall be ~~determined by the Borough Manager~~ based on the cost of the required clothing as determined on the clothing reimbursement form. ~~The payments shall be made on the first regular pay day of each quarter~~ All payments will be in accordance with current Internal Revenue Service (IRS) regulations.

## 1107

### ON-CALL TIME

Hourly employees who are required to be on-call ~~for the Community Support Program of the Kodiak Island Borough~~ shall receive \$100 ~~one hundred seventy-five dollars (\$175.00)~~ a week compensation for carrying and monitoring ~~the CSP a beeper~~ cell phone. In the event that an hourly employee is called in to work ~~to respond in response~~ to a ~~beeper~~ cell phone call, the employee will receive time and one-half compensation for any and all hours worked over eight (8) in a day and over forty (40) in a week.

## 1108

### BOROUGH VEHICLES

The Borough maintains pool cars for official travel of its employees. These vehicles are to be used for Borough business only and shall not be used for private trips. Hitchhikers are not allowed to ride in Borough vehicles. No one shall operate a Borough vehicle without a current and valid driver's license. ~~In accordance with Ordinance No. 90-17, there will be~~ no smoking ~~is allowed~~ in any Borough vehicle.

**1109**

**PRIVATE AUTOMOBILE USAGE**

On ~~rare~~ occasions it may be necessary and prudent to use a private automobile in the performance of official duties. Reimbursement for such travel will be at the current prescribed rates as determined by the Internal Revenue Service.

No employee will be paid mileage allowance for travel between his normal place of duty and his residence. Some on-call personnel are provided with the use of official vehicles as deemed necessary by the [Borough](#) Manager or his designee.

**1110**

**GIFTS AND GRATUITIES**

It shall be the responsibility of each Borough employee to remain free from indebtedness or favors which would tend to create a conflict of interest between personal and official interests or might reasonably be interpreted as affecting the impartiality of the individual employee. If an employee is tendered or offered a gift or gratuity which would, in the eyes of the public or in the eyes of public officials, be construed to be an attempt to bribe, influence, or to encourage special consideration with respect to Borough operations, such offer shall be reported without delay to the Borough Manager. Any person either offering or receiving such a gift, gratuity, consideration, or extraordinary favor will be subject to the disciplinary procedure.

**1111**

**PROFESSIONAL ORGANIZATION DUES**

The Borough, [upon approval of the department director](#), will pay dues to ~~one~~ an approved professional organization for each professional member of the staff, where such professional organization is for the purpose of improving personal abilities and qualifications.

**1112**

**EMPLOYMENT OF FAMILY MEMBERS**

No person may be employed in a position supervised by a family member. Additionally, family members shall not be placed in a position such that one member has authority to approve the work, personnel documents, expense account, or time records of another family member. An exception to this rule will be made if requested by the Borough Manager and approved by the Borough Assembly. Family members shall be described as follows: spouse, father, mother, brother, sister, son, daughter, stepmother, stepfather, stepbrother, stepsister, stepson, stepdaughter, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, and grandparents .

- A) If two employees marry who are employed in any position in which the office or employee may be able to directly or indirectly supervise, control or influence the work or employment status of the relative or the affairs of the organizational unit in which the relative is to be employed, they shall give immediate notice of the marriage to the [Borough](#) Manager. At an appropriate time, the least senior of one of the spouses may be transferred

to another assignment within the Borough. The decision to transfer shall not:

- 1) Alter the transferring spouse's salary and/or benefits, and
  - 2) Alter the seniority standard described above.
- B) If one of the spouses agrees to a voluntary transfer, the seniority standard for involuntary transfer shall not apply.
- C) It is agreed that if a Borough employee is to be transferred as a result of this provision and there is no comparable position available that the [Borough](#) Manager may use his discretion in making reassignment of the individual. However, the employee shall suffer no loss in salary, benefits or seniority.

### **1113** **OTHER EMPLOYMENT**

No employee shall engage in any other employment, whether public, private or self-employment, during scheduled work hours, nor outside scheduled work hours if such employment conflicts with the Borough's interests or adversely affects the employee's availability and usefulness.

### **1114** **TRAVEL**

Employees who are traveling out of town on official business will be reimbursed for reasonable expenses by the Borough. The Borough will provide for and/or reimburse the employee for transportation costs. Transportation will normally be by air and supplemented by such ground or water transportation as is necessary. All other costs incidental to such travel, and of a normal and necessary nature will be reimbursed. Such expenses would include hotel rooms, auto rental [or ride fare](#), and telephone. Employees will be paid a per diem for meals equal to the amount listed in the current US Government Services Administration (GSA) agency schedule. It should be noted that for non-contiguous states (Alaska and Hawaii) the GSA uses the Department of Defense Rates. These rates can be found on the Federal Government web site at <http://www.gsa.gov>. The federal government regulations also specify that on the first and last day of travel, per diem will be 75% of the daily rate. When an employee is on official business not requiring an overnight stay, per diem will be 75% of the daily rate.

All employees on official travel are expected to make every effort to minimize the cost of travel. Examples of costs that will not normally be reimbursed are: first class air travel, gourmet meals, alcoholic beverages, party expenses, plush hotel suites, etc. Before embarking on any travel and prior to submitting travel-related check requests or purchase orders, employees must submit a Travel Authorization Form ([see sample form in Appendix B—Forms Section](#)).

Hotel rooms will generally be reserved and paid using the purchase order system. Reimbursement may be requested for hotel rooms with proper receipt submittal. An advance for per diem can be requested prior to travel.

### **1115** **STRANDED WHILE ON BOROUGH TRAVEL**



If due to inclement weather or other adverse conditions, employees traveling on Borough business become stranded away from their Kodiak office location the following will apply:

- A) The employee will not suffer a reduction in wages or benefits as a result of being unable to return to his/her principal work location.
- B) The employee will be provided with room, per diem as outlined in Section 1114 above, and necessary transportation at the Borough's expense.
- C) The Borough will reimburse the employee for any other reasonable, necessary expenses they would not normally have incurred had they been in Kodiak. An example of such an expense would be reimbursement for any childcare expenses that might result from the employee being stranded away from Kodiak.

The above will not be reimbursable if an employee has extended his/her travel time in any way for personal reasons and becomes stranded due to taking a later flight than would have been required when the Borough business was completed.

## 1116

### SAFETY

It is a fundamental responsibility of the Borough to provide a safe work environment for its employees. It is a fundamental responsibility of the employees to abide by all safety rules and regulations and to continuously practice safety while performing their duties. The Borough will furnish such safety devices and first aid kits as may be needed for the safety and proper emergency medical treatment of employees. Employees shall use personal protective equipment as may be prescribed by state or federal standards or the Borough. It is the responsibility of each employee to report any unsafe situation to the supervisor immediately upon recognition of the unsafe situation.

## 1117

### SAFETY COMMITTEE

A safety committee composed of at least two (2) representatives from the non-management staff members and at least two (2) representatives from the management staff members, as identified by the Borough Manager, will review safety programs, training, and procedures. The committee will have the right to:

- a. Recommend specific safety programs and training to be presented to the employees.
- b. Recommend corrective action for unsafe practices, procedures and devices.

## 1118

### ~~DESIGNATED SMOKING AREAS~~ PROHIBITION OF SMOKING

Per Ordinance No. ~~90-17~~ FY2011-06, adopted on ~~05/03/90~~ December 2, 2010 by the Kodiak Island Borough Assembly and effective on ~~July 1, 1990~~ January 1, 2011, ~~all Kodiak Island Borough buildings and offices are non-smoking areas. The Borough shall provide designated smoking areas~~ smoking is prohibited in all

buildings and offices owned or leased by the Kodiak Island Borough at all times. Except as provided in KIBC 8.30.010, smoking is prohibited within a distance of fifty (50) feet outside any entrance, window, or ventilation intake system of any building or office owned or leased by the Kodiak Island Borough to ensure that smoke does not enter any enclosed area where smoking is prohibited by this chapter.

Smoking is prohibited on the grounds of the Borough Building at all times due to its proximity to the Kodiak Island Borough School District offices and the Kodiak High School property where smoking is prohibited.

## 1119

### DRUG-FREE WORKPLACE

The Borough is committed to providing a safe, efficient, and productive work environment for all employees. Using or being under the influence of illegal drugs, alcohol or marijuana on the job may pose serious safety and health risks. Therefore, ~~A~~ as a condition of employment, all employees are required to sign and abide by the Kodiak Island Borough's Drug-Free Workplace Policy. In accordance with this policy, any employee who unlawfully manufactures, distributes, dispenses, possesses, or uses a controlled substance in the workplace or during working hours is subject to disciplinary action up to and including immediate dismissal. Any employee reporting to work under the influence of alcohol, drugs or intoxicants is subject to disciplinary action up to and including immediate dismissal.

### POLICY FOR A DRUG-FREE WORKPLACE

#### ~~Notice to All Borough Employees~~

It is the policy of the Kodiak Island Borough to provide a drug-free workplace. The Borough, as a recipient of federal grants covered by the Drug-Free Workplace Act of 1988, requires all employees to abide by the terms of this policy as a condition of employment. Any employee who unlawfully manufactures, distributes, dispenses, possesses or uses a controlled substance in the workplace or during working hours is subject to disciplinary action up to and including immediate dismissal (see Section 503 of the personnel manual). This is irrespective and independent of any criminal action concerning the offense. Substance abuse on Borough property will not be tolerated and will be cause for termination.

It is the policy of the Kodiak Island Borough to promote employee well-being and to protect each employee and the Borough from injury or other threats. The Kodiak Island Borough is committed to providing assistance to employees who need drug or alcohol counseling and/or treatment through our employee assistance program. Employees can utilize this program simply by calling ~~1-800-478-2812~~ [the phone number posted on the employee bulletin board](#) to be referred to an appropriate caregiver on Kodiak or, if necessary, to a care-giver off of the island. Employees are covered for up to eight (8) visits to a counselor and additional treatment may be covered by insurance. More details about the program are available in the [Borough](#) Manager's Office. Employee participation in the employee assistance program will in no way jeopardize future employment or advancement, nor will it protect the employee from disciplinary action for continued substandard job performance or rule infractions. Every employee is eligible to participate in the employee assistance program and all information

related to participation will be kept confidential. Employee referrals to the assistance program can be directed to the appropriate supervisor or may be discussed with higher level supervision up to and including the Borough Manager.

Employees are required to notify their employer immediately should they be convicted of any criminal drug offense occurring in the workplace.

This policy does not diminish, increase or otherwise change an employee's rights or responsibilities under the Kodiak Island Borough personnel rules and regulations.

## **1120**

### **SEXUAL HARASSMENT POLICY**

#### **~~Notice to All Borough Employees~~**

It is the policy of the Kodiak Island Borough to provide a workplace free from sexual harassment. Sexual harassment is a violation of the law and is inconsistent with the Borough's policy on equal employment opportunity and non-discrimination. Sexual harassment of any kind will not be condoned or tolerated. All employees must avoid offensive or inappropriate sexual behavior at work and are responsible for assuring that the workplace is a respectful environment free from sexual harassment at all times. Any employee found to have violated this policy will be subject to immediate and appropriate disciplinary action up to and including termination. In addition, civil lawsuits can be filed by the victim and courts have held harassers personally liable for damages in instances of sexual harassment.

Sexual Harassment is defined as "unwelcome advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature when:

1. submission to such conduct is made whether explicitly or implicitly a condition of an individual's employment; or
2. submission to or rejection of such conduct by the individual is used as the 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 work environment."

Examples of prohibited conduct include, but are not limited to, lewd or sexually suggestive comments; off-color language or jokes of a sexual nature; slurs and other verbal, graphic or physical conduct relating to an individual's sex; or any display of sexually explicit pictures, greeting cards, articles, books, magazines, photos or cartoons.

#### **WHAT TO DO IF YOU ARE SUBJECTED TO SEXUAL HARASSMENT:**

The employee should clearly and immediately tell the harasser that you find his or her comments or actions offensive and then request him or her to stop. Any sexual harassment incident should be reported to the Personnel Office. If the harassment continues, keep a record of the times, places and specifics of each incident,

including other people who might have observed the incident or your reactions. Each incident should be reported to the Personnel Office to allow interventions for the purpose of stopping the harassment. In the event of a serious incident or continuing sexual harassment, employees are encouraged to file a complaint.

If you are a witness to sexual harassment:

Don't ignore the situation, the victim may be too intimidated to speak up. Report what you saw or heard to one of the individuals below, immediately. By reporting sexual harassment, you help protect your co-workers and yourself. Since sexual harassment is such a serious charge, confidentiality is important. Keep what you saw between yourself and the person you are reporting it to.

### **HOW TO FILE A COMPLAINT:**

Any employee who has a complaint of sexual harassment at work by anyone, including supervisors, co-workers, visitors, clients, or customers, is encouraged to report the incident at the earliest possible time. All complaints will be taken seriously and investigated promptly.

Employees may file complaints with the ~~Personnel Assistant~~ Human Resources Office, Borough Manager or one additional employee appointed by the Manager to process and investigate sexual harassment complaints. The individuals' names and telephone numbers will be posted on the bulletin boards at all times.

However, employees may file a sexual harassment complaint with ANY appropriate supervisor with whom they feel comfortable talking. The supervisor would then immediately forward the complaint to one of the individuals appointed to handle complaints. If the individuals holding the appointed positions change, the policy will be reviewed, and other individuals may be appointed to ensure an appropriate representation of males and females as investigators.

Complaints can be verbal or written, but if an investigation ensues, complainants will be encouraged to submit a written complaint to facilitate investigation. Complaint forms will be available from the individuals appointed to handle complaints.

All complaints will be kept confidential to the extent possible to investigate the incident. No individual will be adversely affected for bringing any violation of this policy to the attention of management. Retaliation in any form is prohibited.

Supervisors who become aware of a harassment situation, whether created by employees or non-employees, should immediately notify one of the individuals noted above. Under Title VII of the Civil Rights Act of 1964, supervisors can be liable if they know about sexually harassing conduct and do not take any action.

### **THE INVESTIGATION:**

The investigation will include interviews with all relevant persons including the complainant, the accused, and other potential witnesses. Employees are assured that the privacy of the complainant and the person accused of sexual harassment will be kept strictly confidential to the extent possible to investigate the incident.

Any employee who divulges any information concerning their participation in an investigation will be subject to disciplinary action.

The Investigator will review the findings with the complainant at the conclusion of the investigation and before any action is taken. If the investigation reveals that the complaint appears to be valid, immediate and appropriate corrective action, up to and including termination, will be taken to stop the harassment and prevent its recurrence. If the validity of the complaint cannot be determined, immediate and appropriate action will be taken to assure that all parties are re-acquainted with this sexual harassment policy and to avoid sexual harassment in the future.

All investigative records of sexual harassment complaints will be kept in a locked file, separate from personnel files.

The Kodiak Island Borough is committed to training and education programs that ensure awareness of this policy and awareness about the harm of sexual harassment in the workplace.

This policy does not diminish, increase or otherwise change an employee's rights or responsibilities under the Kodiak Island Borough personnel rules and regulations.

## 1121

### **BLOODBORNE PATHOGENS POLICY**

#### ~~Notice to All Borough Employees~~

The Occupational Safety and Health Administration (OSHA) ~~recently~~ adopted ~~new~~ standards to protect workers from exposure to bloodborne pathogens. In developing these new regulations, OSHA made the determination that employees face a significant health risk as the result of occupational exposure to blood and other potentially infectious materials because they may contain bloodborne pathogens. These bloodborne pathogens include Hepatitis B Virus (HBV) which causes Hepatitis B, a serious liver disease, and Human Immunodeficiency Virus (HIV), which causes Acquired Immunodeficiency Syndrome (AIDS). The new regulations require that workers who may be occupationally exposed to human blood or body fluids must be protected against bloodborne pathogens and that records must be kept long-term on those employees. A list of classifications of Kodiak Island Borough positions based on determined levels of occupational exposure to bloodborne pathogens is provided in the Kodiak Island Borough Exposure Control Plan and can be found in Appendix C of this document.

It is the policy of the Kodiak Island Borough that all employees **subject to exposure** to bloodborne pathogens (those rated at occasional to routinely occupationally exposed) be offered a free vaccination against Hepatitis B, as well as a health examination and any required medical follow-up after an actual exposure to blood or body fluids at no cost to the employee. Employees may decline this vaccination; however, the vaccination will be offered, and a written record will be kept. Vaccinations can be obtained from the employee's personal physician with charges to be billed to or reimbursed by the Kodiak Island Borough. The Kodiak Island Borough will provide workers risking exposure with appropriate protective clothing and equipment such as rubber gloves, masks and

eye protection. Employees at high risk are strongly urged to utilize this personal protective equipment at all times where potential exposure can occur. The Kodiak Island Borough will provide training on bloodborne pathogens for all positions. This training will occur upon initial employment, annually and at any time a person's job duties may change the kind or level of exposure.

Medical records on covered employees will be kept for the length of employment plus thirty (30) years. Training records will be kept for three (3) years.

**IN THE EVENT OF EXPOSURE OR SUSPECTED EXPOSURE EMPLOYEES SHOULD FOLLOW THESE PROCEDURES:**

- 1) Report incident to immediate supervisor and Exposure Control Officer.
- 2) Seek medical evaluation and follow-up after each exposure incident.
- 3) Employees MUST file an "EXPOSURE INCIDENT REPORT/INVESTIGATION FORM" (~~see sample form in Appendix B—Forms Section~~).
- 4) Submit completed forms to your supervisor.
- 5) Supervisors should document any additional information related to the incident. Documentation should include a discussion of corrective actions taken to prevent future exposure.

Since a single exposure may result in an infection, OSHA believes that pre-exposure Hepatitis B vaccination of all occupationally exposed employees and post-exposure evaluation and follow-up after each exposure incident helps prevent infection, benefits the health of employees, and is both technologically and economically feasible. Copies of the Kodiak Island Borough Exposure Control Plan, outlining procedures and regulations in detail are to be kept in each department. Employees who have questions or need further information about this program may contact the designated Exposure Control Officer.

The Kodiak Island Borough recognizes its duty to provide employees with a workplace free from recognized hazards that are causing or are likely to cause death or serious physical harm.

**1122**

**POLITICAL ACTIVITIES**

No provisions or part of this manual shall abridge the statutory or constitutional rights of any employee to engage in any legal political activity. Provided, however, no employee shall, directly or indirectly, during his/her hours of employment, solicit or receive funds, or at any time use his/her authority or official influence to compel any other employee to apply for membership in or become a member of any organization, or to pay or promise to pay any assessment, subscription or contribution, or to take part in any political activity.

## CHAPTER 12

### GRIEVANCE PROCEDURE

#### Section 1201

#### COMPLAINTS OR DISCUSSIONS

While not considered a grievance as defined hereafter, employees may engage in informal discussions with management to attempt to settle or prevent problems prior to a formal grievance in writing, being filed.

#### 1202

#### GRIEVANCE DEFINITION

A grievance is hereby defined as a claim of violation, misinterpretation, inequitable application, or non-compliance with the provisions of this agreement or any supplemental agreement. A grievance shall be in writing and shall include the following:

- a. The nature of the grievance and the circumstances out of which it arose, including the date of occurrence or the date when the grievant (s), became aware of the problem.
- b. The remedy or correction the Employer is requested to make.
- c. The section or sections of the manual relied upon or alleged to have been violated.
- d. The signatures of the grievant(s).
- e. The date the statement of the grievance was prepared.

#### 1203

#### PROCEDURE

All grievances shall be presented to the employees' immediate supervisor as soon as practicable but in no event later than ten (10) working days after the incident that generates the grievance occurs.

Step One. Within ten (10) working days after written presentation of an alleged grievance, the affected employee and/or employees shall discuss the written grievance with the designated management representative for the work function to which the employee or employees are assigned in an effort to resolve the dispute or difference.

Within these ten (10) working days, the employer will reply, in writing, to the employee. If this reply is unsatisfactory the alleged grievance may be moved to step two, provided written notification of such move is made within five (5) working days following the receipt of the management's step one response.

Step Two. Within ten (10) working days after receipt of the notice from step one, the employee and the Borough Manager shall meet and discuss



the alleged grievance. The Borough Manager shall respond in writing to the employee within these ten (10) working days.

**1204**

**ARBITRATION**

Grievances which have not been settled under the foregoing procedure may be appealed to arbitration via the ~~personnel~~ Human Resources office within ten (10) calendar days from the date of the answer in step two, or if the grievance is not appealed to arbitration, it shall be considered terminated on the basis of the second step answers of the parties without prejudice or precedence in the resolution of future grievances.

If a request for arbitration is tendered, the employee and the employer shall confer within five (5) working days to agree on a mutually acceptable Alaskan arbitrator. If no agreement can be reached, the parties shall select an arbitrator by the striking method from a list of ten (10) arbitrators supplied to the parties by the American Arbitration Association (AAA). The arbitrator shall be selected within (5) working days. The order for striking shall be determined by a toss of a coin. The employee shall toss the coin and the Borough Representative shall call out his choice. Arbitration shall commence as soon as possible following the appointment of the arbitrator. The applicable fees and expenses of the arbitrator shall be borne equally by the parties. Each party shall be responsible for the expenses of its own witnesses and any other expenses incurred on behalf of that party.

**1205**

**AUTHORITY OF THE ARBITRATOR**

The arbitrator shall conduct a hearing according to generally accepted standards and procedures for grievance arbitration. The arbitrator shall have no authority to add to, alter, delete or modify the labor agreement or to issue any award on a matter not raised in the complaint. The decision of the arbitrator shall be final and binding on all parties.

**1206**

**TIME LIMITS**

Failure of either party to act within the time schedule set forth in this procedure without the express written agreement of the other party will be considered a default and the grievance shall be considered to be settled in favor of the non-defaulting party. The parties may mutually agree in writing to modify the time limits at any step of the grievance procedures.

The mailing of the grievance appeal or response shall constitute a timely appeal or response if postmarked within the appeal/response period. Both parties will provide the other with a list of designated representatives and addresses.

In the application of this article, "working days" shall exclude Saturdays, Sundays, and holidays recognized by this manual. Nothing in this section shall be construed to prevent settlement of a grievance by mutual agreement of the parties at any time.