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**KODIAK ISLAND BOROUGH  
ORDINANCE NO. FY2024-06**

**AN ORDINANCE OF THE ASSEMBLY OF THE KODIAK ISLAND BOROUGH AMENDING THE  
KODIAK ISLAND BOROUGH PERSONNEL RULES AND REGULATIONS TO REFLECT  
CHANGES NEGOTIATED IN THE COLLECTIVE BARGAINING AGREEMENT 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 process; and

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

**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 Personnel Rules and Regulations, Kodiak Island Borough Code of Ordinances, 2.15.010.

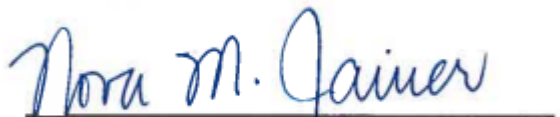
**Section 2:** The Kodiak Island Borough Personnel Rules and Regulations are amended as identified in Exhibit A.

**Effective Date:** This ordinance takes effect upon adoption.

**ADOPTED BY THE ASSEMBLY OF THE KODIAK ISLAND BOROUGH  
THIS NINETEENTH DAY OF OCTOBER, 2023**

KODIAK ISLAND BOROUGH

ATTEST:



Scott Arndt, Mayor

Nova M. Javier, MMC | Borough Clerk

33  
34 Introduced by: Manager  
35 First reading: 10/05/2023  
36 Second reading/public hearing: 10/19/2023  
37

38 VOTES:  
39 Ayes: Delgado, Griffin, LeDoux, Sharratt, Smiley, Smith, & Turner  
40 Noes: None

## ORDINANCE NO. FY2024-06 EXHIBIT A

Sections of the Personnel Rules and Regulations, 2022 will be amended as follows:

### GENERAL

All employees of the Borough are required and expected to abide by certain rules and regulations. These have been established to protect each employee and the Borough from injury or other threats to their well-being and to promote harmonious, efficient working practices. The integrity and personal respect of all employees are highly regarded, both on and off the job. Failure to observe established rules and practices can lead to disciplinary action including formal warnings, probation, demotion, and termination. The Borough's usual practice is to help employees identify problems and to improve employee performance and behavior. The specific disciplinary action will normally be based on an assessment of the offense, the circumstances and the employee's previous record. The Borough reserves the right to take whatever disciplinary measures it feels are appropriate, including termination, if in the judgement of the responsible supervisor the employee's conduct cannot be corrected, or it seriously threatens the wellbeing of the Borough, other employees, or the public. The primary purpose of the disciplinary system is to correct improper behavior, not to impose penalties. The supervisor is expected to recognize situations where disciplinary measures are the most appropriate means to this end. Any clarification of the appropriate disciplinary procedure should be referred to the ~~personnel assistant~~ [Human Resources representative](#). The following are examples of improper conduct that warrant corrective measures. These examples are not to be interpreted as inclusive.

- a. Falsifying employment application, timecard, personnel or other company documents or records.
- b. Excessive absences or lateness.
- c. Neglect of Borough property.
- d. Unauthorized possession of company or employee property, carrying weapons or explosives, or violating criminal laws on company premises.
- e. Minor violations of safety rules.
- f. Excessive personal use of the telephone.
- g. Use of abusive language.
- h. Conduct which disrupts business activities.
- i. Theft of Borough property or that of other employees.
- j. Insubordination or refusing to follow instructions or failure to perform reasonable duties which are assigned.
- k. Intoxication (including the effects of drugs) during working hours.
- l. Deliberate misuse of Borough property.
- m. Deliberate injury to another person.
- n. Sexual harassment of another person.
- o. Violating a confidence; unauthorized release of confidential information.
- p. Other offenses that in the supervisor's judgement seriously threaten the wellbeing of the Borough or any employee.

- q. Conduct not in accord with this agreement.

## **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.

Each nonexempt employee is eligible, if overall performance is satisfactory, for an annual step increase on each anniversary date when ~~1560 hours or more of work~~ 75% or more of the work hours stated in the employee's employment agreement 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 director determines by the evaluation that an employee has not satisfactorily performed the job, the department 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 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~~ 75% or more of the work hours stated in the employee's employment agreement.

#### **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.

Ten (10) years of total service, and additional two percent (2%) of dollar value of employee's current base pay rate.

Fifteen (15) years of total service, in addition to the 10-year increase, an additional three ~~5~~ percent (3%) of dollar value of employee's current base pay rate.

Twenty (20) years of total service, in addition to the 15-year increase, an additional five percent (5%) of dollar value of employee's current base 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~~ of another position. The temporary higher rate of pay shall be at Step A of the salary range of the ~~temporarily absent employee~~ position to be filled temporarily; 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 reassignment commenced. The employee shall be compensated at the higher rate of pay if this re-assignment is made for:

1. more than six (6) of a temporarily absent employee's regularly scheduled consecutive working days, or
2. ten (10) ~~working~~ cumulative days worked within a thirty-day time frame, the employee shall be compensated at the higher rate of pay.
3. More than six (6) consecutive days worked in the case of a vacancy.

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.

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.

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 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.

#### **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. 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 unless a delay is requested and mutually agreed upon. If any employee's evaluation is not timely prepared or not delayed by mutual agreement, 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~~ to discuss the reason(s) for the unsatisfactory rating and potential improvements. 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 six (6) months.~~

**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. 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. The flexible scheduling agreement shall be reviewed on an annual basis. If the employee transfers to another department while the agreement is in effect, the agreement shall remain in place, contingent upon mutual agreement between the employee and the Director of the incoming employee’s new department. Any change to the flexible scheduling agreement shall be mutually agreed to between the employee, the Department Director and the Borough Manager or his/her designee.

**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-six (26) annual pay periods of eighty (80) hours per pay period.

<u>Length of Service</u>	<u>Annual Total</u>
0 through 2 years	18 days
Over 2 years but less than 5 years	21 days

Over 5 years but less than 8 years	24 days
Over 8 years but less than 10 years	27 days
10 years and over	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~~ [the scheduled hours described in the employee's employment agreement](#).

**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 (using a Leave Request Form) 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.~~

Annual leave can be accrued from year to year with a maximum accrual limit of ~~seventy-five (75)~~ sixty-eight (68) 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.

**705**                    **MANDATORY LEAVE**

All employees must utilize a minimum of ten (10) days annual leave per annum. Excess annual leave (over ~~seventy-five (75)~~ sixty-eight (68) working days) will automatically be transferred into the sick leave account at the end of the calendar year.

**707**                    **SICK LEAVE**

Each full-time regular employee shall accrue sick leave from the date of employment at the rate of 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~~ the scheduled hours described in the employee's employment agreement.

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 prior to the~~ as soon as practical, but not later than their 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)~~ sixty-eight (68) working days) will automatically be transferred into the sick leave account at the end of every calendar year.

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.

Employees are eligible to use family leave if they have been employed for ~~twelve (12) months immediately preceding the leave and worked 1,250 hours of service~~ for at least 35 hours a week for at least six consecutive months or for at least 17.5 hours a week for at least 12 consecutive months immediately preceding the leave.

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 Act 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 notify the designated Human Resources representative if they 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.

**Kodiak Island Borough Parental leave:** An employee who has been employed for not less than ~~twelve (12)~~ ten (10) 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.

**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/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 per fiscal year. Leave without pay shall not be granted until such time as all accrued annual leave has been exhausted. 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) consecutive working days will also not be eligible for holiday pay within the leave without pay period. 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. Coverage can continue under the Consolidated Omnibus Budget Reconciliation Act (COBRA). 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**

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**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	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, and Indigenous People's Day was traded for Seward's Day). 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~~ At the employees option, accrued sick leave or annual leave may be used by an employee upon the death of a member of the employee's or their spouse's immediate family. Immediate family is defined as spouse, siblings, son, daughter, parents, stepchildren, 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.~~ If the employee's annual and sick leave are or become exhausted, and the employee desires to utilize leave without pay, the employee shall request approval from the Borough Manager as described in Section 709 for the purpose of bereavement.

**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. The Finance Department shall maintain an accounting of the Sick Leave Bank balance at all times. The balance information will be available to any participant upon request. It is the Manager's responsibility to approve or deny requests for Sick Leave Bank usage.

~~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. 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.~~

#### Participation Rules:

1. Donations using the Sick Leave Bank Donation form will be made to the Bank once a year in the month of January for any employee wanting to participate in the Sick Leave Bank. The employee will be responsible for submitting donation forms to payroll between January 1 and January 31.

2. Each participant will donate one (1) day of their sick leave to the Bank in January of each year, until the Bank is built up to a maximum of three hundred (300) days.

3. No more days will be added after the maximum amount of 300 days has been reached until the Bank is depleted to two hundred fifty (250) days, except for new participants. In the case where the bBank is depleted to less than two hundred fifty (250) days, the Finance Department will notify participants and participants may donate additional days up to a maximum donation of three (3) days.

4. In the event that the Bank becomes totally depleted (0 days) during the year, the Finance Department will notify each participant of the Bank. Upon notification, participants will be required to donate a minimum of one (1) day up to a maximum of three (3) additional days each year to if they wish to continue participation in the Sick Leave Bank. Donations will be accepted for 20 working days from the written notification to sick leave bank participants.

A participant will not be able to withdraw days from the Bank until all of their own accrued sick leave and annual leave have been depleted. The maximum number of Sick Leave Bank days available to a member participant 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 donate additional days to the Bank.

An employee withdrawing from participation in the bBank or upon termination of employment with the Borough will not be able to withdraw the donated days.

Sick leave days can only be withdrawn from the Bank for the ~~individual member's~~ participant's serious illness or injury. Normal pregnancy 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 sick leave bank donation form shall be used as verification of sick leave donated to the Sick Leave Bank.

Qualifications for ~~Membership~~ participation 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~~ participants of the Sick Leave Bank are eligible to use the Bank.
- ~~c. Employees who have completed their probationary period are eligible to donate one (1) day of their sick leave to the Bank. Any donation will be made within thirty (30) days of the end of the probationary period. 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.~~

## 1105

### MOVING EXPENSES FOR NEW EMPLOYEES

When there is a position to be filled and the best applicant is from outside of Kodiak, the Borough Manager 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. 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

[Any time that an employee spent in a Leave Without Pay status will be added to the above timelines.](#)

- 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 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 [because of exposure to hazardous materials or compounds](#), an annual clothing reimbursement shall be allowed. The yearly amount to be paid shall be based on the cost of the required clothing as determined on the Clothing Reimbursement Form. All payments will be in accordance with current Internal Revenue Service (IRS) regulations.

## **1114**

### **TRAVEL**



The Borough will be responsible for purchasing lodging and transportation for ~~E~~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.~~ The Borough will reimburse the employee for local transportation such as ride services (Uber, Lyft, taxi, or tax, public transportation) upon submission of a payment request with a copy of receipts and the executed Travel Authorization. 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 beyond their normal work hours and not requiring an overnight stay, per diem will be 75% of the daily rate.

~~All~~ The Borough and its 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:~~ The Borough will not pay for 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~~ payment requests ~~or purchase orders~~, employees must submit a Travel Authorization Form.

~~Hotel rooms will generally be reserved and paid using the purchase order system.~~ In the event that an accommodation is found to be unavailable upon arrival, and payment cannot be made by the Borough, ~~R~~ reimbursement may be requested for hotel rooms with proper receipt submittal. An advance for per diem can be requested no sooner than two weeks prior to travel.