



CITY & BOROUGH OF WRANGELL  
SOUTHEAST ALASKA

We pride ourselves on being a hard-working and resilient community that reflects the best in authentic Alaskan values.

# EMPLOYEE HANDBOOK

Revised and Approved June 25, 2024

CHAPTER ONE GENERAL PROVISIONS .....	5
1.1 Authority .....	5
1.2 General Purpose .....	5
1.3 Extent of Rights Conferred by these Policies .....	5
1.4 Scope.....	5
1.5 History.....	6
1.6 Organization of Authority.....	6
1.7 Authority to Modify .....	6
1.8 Authority to Interpret Policies .....	7
1.9 Authority to Vary from Strict Interpretation.....	7
CHAPTER TWO EMPLOYEE CLASSIFICATIONS.....	8
2.1 Purpose .....	8
2.2 Classifications Subject to Ongoing Review .....	8
2.3 Non-Employees.....	8
2.4 Classifications.....	8
2.5 Positions Exempted from the Borough’s Classified Service. ....	10
2.6 Confidential / Managerial Positions.....	10
2.7 Job Descriptions .....	1010
CHAPTER THREE RECRUITMENT AND HIRING .....	12
3.1 Statement of Recruitment and Hiring Philosophy.....	12
3.2 Recruitment and Job Posting .....	12
3.3 Employment Applications.....	1312
3.4 Pre-Employment Background Investigations .....	13
3.5 Pre-Employment Reference Checks .....	1313
3.6 Pre-Employment Drug Screening .....	14
3.7 Appointments .....	14
3.8 Probationary Period.....	1515
3.9 Employment of Minors.....	16
3.10 Employment of Relatives.....	16
3.11 Compliance with Immigration Laws .....	18

CHAPTER FOUR WAGE AND SALARY ADMINISTRATION .....	20
4.1 General.....	20
4.2 Rates of Pay.....	20
4.3 Salary Adjustments .....	20
4.4 Other Pay Provisions .....	22
4.5 Timekeeping .....	23
4.6 Pay Periods and Pay Dates .....	24
4.7 Workday and Workweek.....	25
4.8 Overtime and Double Time Pay .....	25
4.9 Business Travel .....	27
CHAPTER FIVE EMPLOYEE BENEFITS ADMINISTRATION.....	29
5.1 Eligibility for Benefits .....	29
5.2 Classes of Employee Benefits .....	297
5.3 Borough Holidays.....	308
5.4 Paid Time Off .....	318
5.5 Paid Administrative Leave.....	34
5.6 Leave Without Pay.....	375
5.7 Family Medical Leave.....	37
5.8 Bereavement Leave.....	39
5.9 Employee Health Insurance Benefits.....	39
5.10 Workers' Compensation Coverage.....	420
5.11 Life Insurance.....	43
5.12 Retirement Plan .....	43
5.13 Personal Vehicle Stipend.....	44
CHAPTER SIX STANDARDS OF CONDUCT.....	4544
6.1 General.....	4544
6.2 Respectful Workplace.....	4544
6.3 Work Schedules and Attendance .....	4544
6.4 Appearance and Grooming.....	4645
6.5 Conformance with Legal Standards.....	4746

<b>6.6</b>	<b>Outside Employment.....</b>	<b>4746</b>
<b>6.7</b>	<b>Employee Code of Ethics .....</b>	<b>4746</b>
<b>6.8</b>	<b>Conflicts of Interest.....</b>	<b>4847</b>
<b>6.9</b>	<b>Public Communications .....</b>	<b>5049</b>
<b>6.10</b>	<b>Disclosure of Confidential Information .....</b>	<b>5049</b>
<b>6.11</b>	<b>Use of Borough Property .....</b>	<b>5149</b>
<b>6.12</b>	<b>Use of Telephone and Mail System.....</b>	<b>5150</b>
<b>6.13</b>	<b>Use of Computers and Borough Email.....</b>	<b>5251</b>
<b>6.14</b>	<b>Use of Borough Vehicles and Heavy Equipment. ....</b>	<b>5352</b>
<b>6.15</b>	<b>Workplace Safety.....</b>	<b>5453</b>
<b>6.16</b>	<b>Smoking.....</b>	<b>5553</b>
<b>6.17</b>	<b>Drug and Alcohol-Free Workplace. ....</b>	<b>5554</b>
<b>6.18</b>	<b>Social Networking and Media.....</b>	<b>5856</b>
<b>6.19</b>	<b>Workplace Violence .....</b>	<b>5957</b>
<b>6.20</b>	<b>Prevention of Domestic Violence.....</b>	<b>6058</b>
<b>6.21</b>	<b>Protection for Whistleblowers.....</b>	<b>6159</b>
<b>6.22</b>	<b>Visitors in the Workplace .....</b>	<b>6159</b>
<b>6.23</b>	<b>Security Inspections .....</b>	<b>6260</b>
<b>6.24</b>	<b>Life-Threatening Illnesses in the Workplace.....</b>	<b>6260</b>
	<b>CHAPTER SEVEN DISCRIMINATION AND HARASSMENT.....</b>	<b>6361</b>
<b>7.1</b>	<b>Equal Opportunity Employer .....</b>	<b>6361</b>
<b>7.2</b>	<b>Disability Accommodations .....</b>	<b>6361</b>
<b>7.3</b>	<b>Policy Against Harassment, Retaliation, and Discrimination .....</b>	<b>6563</b>
<b>7.4</b>	<b>Sexual Misconduct .....</b>	<b>6865</b>
	<b>CHAPTER EIGHT EMPLOYEE DISCIPLINE .....</b>	<b>7067</b>
<b>8.1</b>	<b>General Statement of Policy.....</b>	<b>7067</b>
<b>8.2</b>	<b>Grounds for Discipline .....</b>	<b>7067</b>
<b>8.3</b>	<b>Progressive Disciplinary System.....</b>	<b>7067</b>
<b>8.4</b>	<b>Pre-Deprivation Procedures .....</b>	<b>7269</b>
<b>8.5</b>	<b>Employee Grievances .....</b>	<b>7471</b>

CHAPTER NINE PERFORMANCE EVALUATIONS AND PERSONNEL RECORDS .....	7673
<b>9.1 Performance Evaluations.....</b>	<b>7673</b>
<b>9.2 Employee Records .....</b>	<b>7774</b>
CHAPTER TEN SEPARATION FROM BOROUGH EMPLOYMENT .....	7875
<b>10.1 Nature of Separation.....</b>	<b>7875</b>
<b>10.2 Resignation.....</b>	<b>7875</b>
<b>10.3 Retirement.....</b>	<b>7876</b>
<b>10.4 Layoffs .....</b>	<b>7875</b>
<b>10.5 Termination .....</b>	<b>7976</b>
<b>10.6 Severance Pay.....</b>	<b>7976</b>
<b>10.7 Effect of Separation on Employee Benefits .....</b>	<b>7976</b>
<b>10.8 Exit Interviews .....</b>	<b>7976</b>
<b>10.9 Return of Borough Property on Separation.....</b>	<b>7976</b>
<b>10.10 Final Payment .....</b>	<b>7976</b>

# CHAPTER 1 - GENERAL PROVISIONS

**1.1 Authority.** The provisions set forth herein have been adopted pursuant to Section 3.58.010 of the Wrangell Municipal Code, and together constitute the Borough's personnel system, as authorized by AS 29.20.410.

**1.2 General Purpose.** This Employee Handbook is designed to provide employees of the City and Borough of Wrangell with information about policies affecting their employment. Employees are required to read, understand and comply with all provisions of these personnel policies which describes many of their responsibilities and outlines the programs developed by the City and Borough of Wrangell for their benefit. If any of these policies are found to be in conflict or out of compliance with any state or federal rules, policies, or laws, those requirements will take precedent over this policy.

In addition, these policies are intended to:

- 1.2.1** Ensure that the Borough is positioned to recruit and retain the best personnel available for municipal service;
- 1.2.2** Furnish sound training, supervision, and administrative direction;
- 1.2.3** Establish probationary periods for new regular employees and standards of work performance and conduct for all employees;
- 1.2.4** Promote opportunities in municipal service based on merit;
- 1.2.5** Provide a mechanism for municipal employees to voice their concerns and to ensure their grievances are heard and meaningfully considered; and,
- 1.2.6** Promote a work environment that is conducive to both personal and professional growth;
- 1.2.7** Ensure a safe and healthy work environment.

**1.3 Extent of Rights Conferred by these Policies.** None of the benefits or policies set forth herein are intended to confer any rights or privileges upon employees or to entitle them to be or remain employed by the City and Borough of Wrangell. The policies set forth in this handbook are not intended to create a contract, nor are they to be construed to constitute contractual obligations of any kind or a contract of employment between the City and Borough of Wrangell and any of its employees.

**1.4 Scope.** Except for those instances in which these policies conflict with the provisions of a negotiated contract, or with any federal, state or local law, they shall apply to all of the Borough's non-elected employees. These policies are not applicable to the Borough's election officials, members of the Borough Assembly, or individuals appointed to Borough boards and commissions, unless such individuals are simultaneously employed by the

Borough. Some Borough employees belong to the IBEW union. These policies apply to all employees. When there is a difference between the Personnel Policies and the Collective Bargaining Agreement for union employees, the Collective Bargaining Agreement will be followed for union employees only.

**1.5 History.** The City and Borough of Wrangell is a home rule borough with an Assembly–Manager form of government. There is a seven-member Borough Assembly, which includes an elected Mayor. Wrangell incorporated as a city on June 15, 1903, became a home rule city in October 1960, and became a Borough in May 2008.

## **1.6 Organization of Authority.**

**1.6.1 Borough Assembly.** The Borough Assembly establishes personnel policies and rules, including employee classifications and the Borough’s Salary Schedule. The Borough Assembly will adopt or provide for rules and policies, resolutions, or ordinances concerning personnel policies and other measures that promote the hiring and retention of capable, diligent, and honest employees, to be administered by the Borough Manager and will prescribe the workdays and holidays to be observed by the various offices and departments of the City and Borough of Wrangell.

**1.6.2 Borough Manager.** The Borough Manager serves as HR Representative and may authorize a designee to serve as Personnel Officer upon written notification. The Borough Manager or designee shall be responsible for assisting in the preparation and maintenance of the Borough’s Employee Classification Plan and its Salary Schedule and shall perform such other duties as may be required to enforce the policies and procedures set forth herein. All matters relating to the Borough’s personnel shall be routed to the Borough Manager or designee, who shall maintain a complete system of personnel files and records. The Borough Manager or designee may perform any or all of these duties and responsibilities or assign them to another Borough employee at their discretion.

**1.7 Authority to Modify.** These policies cannot anticipate every circumstance or question that may arise during the course of Borough employment. The City and Borough of Wrangell reserves the right to revise, supplement, or rescind any policies or portion of the Employee Handbook from time to time as it deems appropriate, in its sole and absolute discretion. Employees will be notified of such changes to these personnel policies as they occur.

**1.7.1 Procedure to Modify.** The Borough Manager shall recommend revisions to these policies based upon the Borough's needs, the goal of increasing the effectiveness and productivity of its employees, the requirements of applicable state and federal laws, and the Borough Code. Such revisions shall become effective once approved by resolution of the Borough Assembly, and shall be applicable to all Borough employees, unless otherwise specified. Employees shall be notified in writing of any changes prior to their implementation and shall be required to sign a form acknowledging their receipt and understanding of such changes. Should an employee have any questions regarding any policy or procedure, it is the employee's responsibility to seek clarification from a supervisor, the HR Representative designee, or the Borough Manager.

**1.8 Authority to Interpret Policies.** The Borough Manager, as the Borough's Chief Administrator and HR Representative, has final authority with respect to the interpretation of any provisions of these policies.

**1.9 Authority to Vary from Strict Interpretation.** Unless otherwise required by federal, state, or local law, and in the interest of fairness, the Borough Manager shall have the authority to relax the rules and procedures established by these policies when their strict application as to a person or situation would result in undue hardship to an employee or the Borough.

**THIS EMPLOYEE HANDBOOK, DATED June 25, 2024, SUPERSEDES ALL PREVIOUS VERSIONS.**

## CHAPTER 2 - EMPLOYEE CLASSIFICATIONS

**2.1 Purpose.** The Borough's Employee Classification Plan is intended to serve as a tool for assisting with the management of the Borough's personnel system, such as establishing appropriate performance standards, effectively administering employee salaries and benefits, and better equipping the Borough to more properly assess its staffing needs. The following provisions clarify the definitions of employment classifications so that employees understand their employment status and benefit eligibility.

**2.1.1 No Guarantee of Minimum Employment Term or Work Hours.** Employees assigned to a position defined below are not entitled to a term of employment for any specified period, or to work or to be paid for any minimum or maximum number of hours in a day, week or other period. The number of hours an employee works in any period is dependent upon the City and Borough of Wrangell's needs and will be determined by management. An employee who believes the work performed or required for a position is inconsistent with the category assigned to the position may request a review of the position's assigned classification but is not entitled to the benefits of a different classification until formally modified.

**2.2 Classifications Subject to Ongoing Review.** The Borough shall from time to time review the Borough's Employee Classification Plan and make updates to it as necessary and shall assign a classification and salary range to each position and make such reassignments to account for the reassignment of work duties, the reorganization of departments, or the addition or removal of positions.

**2.3 Non-Employees.** Volunteers, contractors, consultants and the elected and appointed members of boards, committees, commissions are not considered to be Borough employees. Notwithstanding that fact, non-employees who work with the Borough are expected to comply with the general standards of conduct applicable to bona fide Borough employees.

**2.4 Classifications.** All employees shall be classified according to the following designations:

**2.4.1 Regular Employees.** Those who have been hired to work for the Borough on either a full-time or part-time basis, and for whom no specific term of employment has been established.

**a. Full-Time Employees.** Those who are not in a temporary or on-call position and who are regularly scheduled to work at least 30 hours per week. Regular full-time

employees are generally eligible for the Borough's employee benefits programs, subject to their respective terms, conditions, and limitations.

- b. Part-Time Employees.** Employees who are not assigned to a temporary or on-call position and who are regularly scheduled to work less than 30 hours per week, but at least 15 hours per week. Regular part-time employees may be eligible for some benefits sponsored by the City and Borough of Wrangell, subject to their respective terms, conditions, and limitations.

**2.4.2 Temporary Employees.** Those who are hired on an interim basis to temporarily work for a predetermined period that does not extend beyond six (6) calendar months. While they receive all legally mandated benefits (such as Social Security and workers' compensation insurance), they are ineligible for all the City and Borough of Wrangell's other benefit programs. Temporary Employees may be terminated at any time with or without cause, without prior notice, and without a right to any right to a pre- or post-deprivation hearing regarding their termination.

- a. Temporary Part-Time Employees.** Those who are hired on an interim basis to work up to a maximum of 15 hours per week. Temporary part-time employees may exceed the six-month maximum period; however, they are not to exceed 15 hours of work per week on average over twelve (12) calendar months.

**2.4.3 Exempt or Nonexempt.** Each position is designated as either exempt or nonexempt. A position's classification as exempt or nonexempt may be changed by the Borough as it deems necessary.

- a. Nonexempt.** Nonexempt employees are generally entitled to overtime pay under the specific provisions of federal and Alaska law.

- b. Exempt.** In contrast, exempt employees are excluded from specific provisions of federal and state wage and hour laws, and as a result are generally ineligible for overtime pay. The following positions are currently classified as exempt positions:

- i. Borough Manager
- ii. Deputy Manager
- iii. Borough Clerk
- iv. Finance Director
- v. Controller
- vi. Police Chief
- vii. Public Works Director

- viii. Capital Facilities Director
- ix. Construction and Facilities Manager
- x. Electric Utility Superintendent
- xi. Library Director
- xii. Port Director
- xiii. Parks and Recreation Director
- xiv. Fire Chief
- xv. Nolan Center Director
- xvi. Economic Development Director
- xvii. Any other position so designated by the Borough Assembly

**2.5 Positions Exempted from the Borough's Classified Service.** Certain positions are expressly excluded from the Borough's classified service. As such, those Borough employees whose positions fall within the following classifications are employed at will, may at any time be dismissed with or without cause, and are not eligible to challenge any employment action by means of the Borough's employee grievance or appeals processes:

- 2.5.1** Temporary or other non-regular employees.
- 2.5.2** Certain positions designated as confidential/managerial in nature by the Borough Assembly.

**2.6 Confidential / Managerial Positions.** Pursuant to AS 29.20.410, the Borough Assembly has designated certain positions as confidential/managerial in nature and they are, as a result, excluded from the Borough's classified service. Confidential/managerial positions are determined by ordinance. Those individuals who serve in these positions are employed at will, may be dismissed at any time with or without cause, and are not eligible to challenge employment actions by means of the Borough's grievance or appeals procedures. The Borough's managerial/confidential positions include:

- 2.6.1** Borough Manager
- 2.6.2** Borough Clerk
- 2.6.3** Any other position so designated by the Borough Assembly

**2.7 Job Descriptions.** The City and Borough of Wrangell shall maintain accurate job descriptions for all positions within the municipality. Each description includes the job title, employee classification, department/site where work is performed, supervisor, salary grade, distinguishing career features, essential duties and responsibilities, knowledge and skills, abilities, physical demands, education and experience, licenses, and certificates, and working conditions. Some job descriptions may contain additional requirements and information.

- 2.7.1 Purpose of Job Descriptions.** The City and Borough of Wrangell maintains job descriptions to aid in orienting new employees to their jobs, to identify the requirements of each position, to establish hiring criteria, to set standards for employee performance evaluations, and to establish a basis for making reasonable accommodations for individuals with disabilities and to determine if transitional work opportunities exist.
- 2.7.2 Preparation of Job Descriptions.** The Borough Manager and hiring Department Director prepare job descriptions when new positions are created. Existing job descriptions are also reviewed and revised to ensure that they are up to date. Job descriptions may also be rewritten periodically to reflect any changes in the position's duties and responsibilities. All employees will be expected to help ensure that their job descriptions are accurate, current, and reflect the work done by the employee within the position. All job descriptions are subject to approval by the Borough Assembly by resolution. Any changes to the wage and grade table shall be conducted separately.
- 2.7.3 Job Descriptions Not All-Inclusive.** Employees should remember that job descriptions do not necessarily cover every task or duty that might be assigned, and that additional responsibilities may be assigned as necessary. Employees should contact their supervisor if they have any questions or concerns about their job description.

## CHAPTER 3 - RECRUITMENT AND HIRING

**3.1 Statement of Recruitment and Hiring Philosophy.** The recruitment, appointment, and promotion of employees is made on the basis of merit, except for employees appointed to confidential or managerial positions that have been designated by ordinance to be appointed by the Borough Assembly. The City and Borough of Wrangell believes that the work conditions, wages, and benefits it offers to its employees are competitive with those offered by other area employers for similar work. If employees have concerns about work conditions or compensation, they are strongly encouraged to voice these concerns openly and directly to their supervisors.

**3.2 Recruitment and Job Posting.** The City and Borough of Wrangell provides employees with an opportunity to indicate their interest in open positions and advance within the municipality according to their skills and experience. In general, notices of all job openings are posted, although the Borough reserves its right to refrain from posting a particular opening when it is in the best interest of the Borough and approved by the Borough Manager.

**3.2.1 General Posting Practices.** Job posting is a way to inform employees and the public of openings and to identify qualified and interested applicants who might not otherwise be known to the hiring manager. Other recruiting sources may also be used to fill open positions in the best interest of the municipality. Job openings will be posted both in the workplace and advertised outside of the City and Borough of Wrangell and will normally remain open for a minimum of ten (10) days. Each job posting notice will include the dates of the posting period, job title, department, location, and may include a job summary, essential duties, and qualifications (required skills and abilities) or how to obtain this information.

**Job Posting for Positions Within Collective Bargaining Unit.** For positions covered under the IBEW Collective Bargaining Agreement, the position will be posted both internally and externally concurrently. If qualified employees apply within five (5) working days of Notice of Vacancy posting, they will be considered by the Employer before other applications are considered from outside the bargaining unit. Being considered is no guarantee of a transfer or a promotion. The Employer shall make their determination of qualified bargaining unit applications within five (5) working days following the employee application.

**3.3 Employment Applications.** The City and Borough of Wrangell accepts applications for employment only when it is actively recruiting to fill that position. It does not accept any unsolicited applications or resumé and will not hold an application on file to consider in the event of any upcoming or future vacancy.

**3.3.1 Application Requirements Mandatory.** To be considered eligible for Borough employment, applicants must submit a new application form for every position for which they apply. The Borough may maintain a pool of applications for temporary positions advertised within the same season.

**3.3.2 Accuracy of Information.** The City and Borough of Wrangell relies upon the accuracy of information contained in the employment application, as well as the accuracy of other data presented throughout the hiring process and employment. Any misrepresentations, falsification, or material omission in any of this information or data may result in the exclusion of the individual from further consideration for employment or, if the person has already been hired, may be grounds for discipline up to and including termination of employment.

**3.4 Pre-Employment Background Investigations.** Applicants are required to consent to a criminal background investigation as a condition of employment and may be subsequently required at any time during the individual's term of employment with the Borough. Failure to cooperate with or pass such a background check shall make an applicant ineligible for employment with the Borough and shall be grounds for termination for those who are already employed by the Borough. All background investigations are conducted in conformity with the Federal Fair Credit Reporting Act, the Americans with Disabilities Act, and applicable state and federal privacy and antidiscrimination laws. Information obtained as the result of a background check shall be kept confidential to the extent permitted by law.

**3.4.1 Disqualification Criteria Policy.** A criminal conviction, whether a misdemeanor or felony, will not automatically disqualify or exclude from employment. You are required to provide true and complete information during the recruitment and selection process. If you intentionally or unintentionally conceal or otherwise provide a false, statement of material fact in your application submission it will result in permanent loss of eligibility for employment. No individual shall be permitted to work for the City and Borough of Wrangell if the results of the background check show that the person has a charge pending against them.

**3.5 Pre-Employment Reference Checks.** To ensure that individuals who join the City and Borough of Wrangell are well qualified and have a strong potential to be productive and

successful, it is the policy of the City and Borough of Wrangell to check the professional and employment references of all applicants being considered for hire.

**3.5.1 Borough's Response to Requests for Employment References.** The City and Borough of Wrangell will respond to all reference check inquiries from other employers. Responses to such inquiries will confirm only dates of employment, wage rates, and position(s) held. No additional employment data will be released without a written authorization and release signed by the individual who is the subject of the inquiry.

**3.6 Pre-Employment Drug Screening.** Offers of Borough employment are conditioned upon a prospective permanent employee's ability to successfully pass a pre-employment drug screening prior to the individual's first date of employment. After an offer has been made to an applicant entering a designated job category, a drug test will be required at the City and Borough of Wrangell's expense by a health professional of the City and Borough of Wrangell's choice. The offer of employment and assignment to duties is contingent upon satisfactory completion of these requirements. Information on an employee's medical condition or history will be kept separate from other employee information and maintained confidentially, to the extent permitted by law. Access to pre-employment drug screening results information will be limited to those who have a legitimate need to know, and the disclosure of such results will comply with all other applicable provisions of Alaska law.

**3.7 Appointments.** Appointments are made by the Borough Manager in consultation with applicable Department Directors. No offer of employment, transfer, or promotion is valid unless expressly authorized in writing by the Borough Manager and shall not take effect until the starting date specified in that writing.

**3.7.1 Temporary Appointments.** Individuals may be appointed to temporary positions to complete special projects or to meet the Borough's seasonal needs. Such individuals may not continue within that position for any period longer than six months within any twelve-month period. Temporary employees shall not accrue leave, receive holiday pay, or be eligible for Borough-sponsored health or retirement benefits. Temporary employees are employed at will, may be terminated at any time with or without cause, and are ineligible to contest employment actions by means of the Borough's employee grievance and appeal procedures.

**3.7.2 Emergency Appointments.** Notwithstanding any other provisions of these policies, and subject only to the requirements of the City and Borough of Wrangell

Code of Ordinances and any other applicable federal or state laws, the Borough Manager may, in the event of an emergency that threatens the health and safety of the residents of the Borough, employ an individual using standards that vary from the Borough's general employment procedures, for a period no longer than 30 days, for the purpose of addressing such emergency. When necessary, an extension may be granted at the approval of the Borough Assembly.

**3.8 Probationary Period.** All regular employees are subject to a probationary period, which is intended to permit the Borough to evaluate the employee's ability to meet established performance goals and to determine whether the employee is suitable for a specific position. Employees in their probationary period are eligible for some benefits sponsored by the City and Borough of Wrangell, subject to the terms, conditions, and limitations of each respective benefit program.

**3.8.1 Length of Probationary Period.** Unless a longer probationary period is specified in an employee's job description, all new and rehired employees work on a probationary basis for the first 180 calendar days after their date of hire.

**3.8.2 Transfers and Promotions Subject to Probationary Period.** Employees who are promoted or transferred to a new position within the City and Borough of Wrangell must complete a new probationary period of the same length. Employees subject to a secondary probationary period due to promotion or transfer do not experience any loss of vested benefits. Any employee who, in the sole judgment of management, is not successful in the new position can be removed from that position at any time during the new position's probationary period. If this occurs, the employee may be allowed to return to his or her former job or to a comparable job for which the employee is qualified, depending on the availability of such positions and the City and Borough of Wrangell's needs. An employee removed from a new position has no right to a hearing or appeal of this decision.

**3.8.3 Extension of Probationary Period.** Any significant absence will automatically extend a probationary period by the length of the absence. In addition, if the City and Borough of Wrangell determines that the designated probationary period does not allow sufficient time to thoroughly evaluate the employee's performance, the probationary period may be extended for up to 90 days. In cases where the probationary period is extended, the affected employee will be notified in writing.

**3.8.4 Completion of Probationary Period.** Only those hours actually worked shall be credited against an employee's probationary period. If a temporary employee is later hired on a permanent basis, at the Borough Manager's sole discretion, any hours worked during that period may be credited against the employee's probationary period. Upon satisfactory completion of the probationary period, new employees will be reassigned to "regular" employee classification.

**3.8.5 Dismissal During Probationary Period.** Employees are deemed to be employed at will during the probationary period and may be dismissed at any time before its expiration with or without cause, and without advance notice. The dismissal of a probationary employee is final and is not subject to review according to the Borough's employee grievance or appeals procedures.

**3.9 Employment of Minors.** The Borough shall at all times adhere to the requirements of federal and state law regarding the permitted hours, minimum age and permissible working conditions for individuals under the age of 18.

**3.9.1 Borough Manager Approval Required.** No minor may be employed by the Borough, nor may a minor employee's duties be altered, without the express written authorization of the Borough Manager.

**3.10 Employment of Relatives.** The employment of relatives or individuals involved in a dating relationship in the same area of an organization may cause serious conflicts and problems with favoritism and employee morale. In addition to claims of partiality in treatment at work, personal conflicts from outside the work environment can carry over into day-to-day working relationships. The policies set forth herein shall apply to all employees, regardless of gender or sexual orientation.

**3.10.1 Definitions.** For purposes of this policy, terms and phrases shall have the following meanings:

- a. ***"Immediate family member"*** means the individual's spouse or significant other, parent, step parent, grandparent, child, step-child, adopted child, sibling or step-sibling; Or the spouse's or significant other's parent, step-parent, child, step-child, adopted child, sibling or step-sibling; or any other person other than those previously listed who is currently living in the same household with, or is legally dependent upon the employee.

- b. **“Domestic partner”** means a person cohabitating with the employee in a committed relationship with the intent to reside together indefinitely where each person is each other’s sole domestic partner and both parties are responsible for the common welfare of the other.
- c. **“Dating relationship”** means an intimate association primarily characterized by the expectation of affectionate or romantic involvement over a period of time. The term does not include a casual relationship or an association between persons in a business or social context.

**3.10.2 Appointment Prohibited under Certain Circumstances.** Except as provided in subsections (3.10.3) and (3.10.6) of this section, a person may not be appointed to employment with the borough if, upon his or her appointment, the person would be in:

- a. A position under the direct supervision of an immediate relative, domestic partner, or anyone with whom he or she is in a dating relationship;
- b. A position in which the person directly supervises an immediate relative, domestic partner, or anyone with whom he or she is in a dating relationship; or
- c. A position in which the person and an immediate relative, domestic partner, or anyone with whom he or she is in a dating relationship, work directly under and report to the same supervisor.

**3.10.3 Current Employees – Relatives of Current Employees.** Subsection (a) of this section does not prohibit a current employee from continuing to be employed by the borough provided that the current employee may not be transferred, reassigned, or promoted to a position in which he or she would be under the direct supervision of, or directly supervise, an immediate relative, domestic partner, or anyone with whom he or she is in a dating relationship, or to a position in which the current employee and an immediate relative, domestic partner, or anyone with whom he or she is in a dating relationship would work directly under and report to the same supervisor.

- a. An immediate relative or domestic partner of a current employee, or a person in a dating relationship with a current employee, may not hold a position in which that person is under the direct supervision of, or directly supervises, or

works directly under and reports to the same supervisor as the current employee.

**3.10.4 Employees or Applicants Related to the Borough Manager.** An immediate relative of the Borough Manager, a domestic partner of the Borough Manager, or anyone with whom the Borough Manager is in a dating relationship, may not be appointed to a position of employment with the Borough without the prior approval of the Borough Assembly. A current employee may not, without the approval of the Borough Assembly, continue their employment with the Borough if an immediate relative of the employee, the employee's domestic partner, or anyone with whom the employee is in a dating relationship, is hired as the Borough Manager.

**3.10.5 Borough Recourse.** If, after appointment to Borough employment, two employees become immediate relatives or domestic partners, or if a dating relationship is established between them, and those employees hold positions that are in one of the supervisory or reporting situations, the Borough Manager will take steps to transfer one of the employees to another open position if such position exists and is suitable; if a transfer cannot be accomplished due to the unavailability or unsuitability of an open position, the Borough Manager may reassign the supervisory or reporting responsibilities of one of the employees to another employee who is not so related or, if necessary, one of the employees must resign, or the Borough Manager may terminate one of the employees. All decisions on transfer, reassignment, resignation, or termination, shall be made by the Borough Manager and will be based on the best interests of the Borough. The Borough Manager's decisions shall be final. In other cases where a conflict or the potential for conflict arises because of the relationship between employees, even if there is no line of authority or reporting involved, the employees may be separated by reassignment or terminated from employment

**3.10.6 Duty to Disclose.** Employees must immediately disclose to the Borough Manager the circumstances in which he or she would be required to supervise the work of an immediate family member, as defined in Section 3.10.1.

**3.11 Compliance with Immigration Laws.** The City and Borough of Wrangell is committed to employing only those authorized to work in the United States and does not unlawfully discriminate on the basis of citizenship or national origin. In compliance with the Immigration Reform and Control Act of 1986, each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility. This documentation will be photocopied and

attached to the Employment Verification Form I-9. Former employees who are rehired must also complete the form if they have not completed an I-9 with the City and Borough of Wrangell within the past three years, or if their previous I-9 is no longer retained or valid. Verification Form I-9 and documentation must be completed by the employee's third working day, or that employee cannot remain with the City and Borough of Wrangell.

Employees with questions or seeking more information on immigration law issues are encouraged to contact the HR Representative. Employees may raise questions or complaints about immigration law compliance without fear of reprisal.

## CHAPTER 4 - WAGE AND SALARY ADMINISTRATION

**4.1 General.** The City and Borough of Wrangell's Wage and Grade Tables were created to achieve consistent pay practices, to comply with applicable labor laws, to reflect the Borough's commitment to Equal Employment Opportunity, and to offer competitive salaries within the labor market. Although every effort is made to offer employees competitive wages, local economic conditions are also a factor in setting wages. Because recruiting and retaining talented employees is critical to success, the City and Borough of Wrangell is committed to paying its employees equitable wages that reflect the requirements and responsibilities of their positions and are comparable to the pay received by similarly situated employees in the local labor market.

**4.2 Rates of Pay.** Compensation for every position is determined by several factors, including the essential duties and responsibilities of the job, and salary survey data on the pay practices of other employers. The City and Borough of Wrangell will periodically review its Wage and Grade Table and restructure it as necessary.

**4.2.1 Wage and Grade Table.** Rates of pay shall be established in a Wage and Grade Table maintained by the Borough Manager. The Wage and Grade Table shall include a range of salaries for each position. When an individual is hired to fill a position, they are automatically assigned a rate of pay equal to the base step for that position in the Wage and Grade Table. If the Borough Manager, in consultation with or recommended by an applicable Department Director, determines that the individual possesses skills, education or experience greater than that required for the position, the Borough Manager may, in his or her discretion, assign the employee a starting pay at a higher initial level than that reflected within the Wage and Grade Table.

**4.2.2 Updates to Wage and Grade Table.** The Borough Manager shall from time to time review the Wage and Grade Tables to determine whether adjustments should be made. Review shall be at the Borough Manager or a Department Director's discretion and shall be approved by the Borough Assembly. Adjustments to the Wage & Grade Table may be made at any time, if necessary.

**4.3 Salary Adjustments.** In general, adjustments to an employee's rate of pay shall occur only as provided by this section.

- 4.3.1 Step Increases.** Step increase pay adjustments may be awarded in conjunction with the performance evaluation process. Generally, employees become more valuable the longer they are employed by an organization and step increases are a way to reward employees for their length of service. Non-union employee step increases function such that each year, on July 1<sup>st</sup>, the employee shall receive a one-step increase subject to a satisfactory performance evaluation, until reaching the final step on the salary schedule, providing such step is funded in that fiscal year's budget. For employees who have reached the final step on the Wage and Grade Table subject to a satisfactory performance evaluation, a one-time annual payment, equivalent to a single step increase, will be granted, provided such payment is funded in that fiscal year's budget. Such payment shall not increase the base salary. Step increases for union employees are prescribed in accordance with the terms of collective bargaining agreement.
- 4.3.2** Performance evaluations shall be completed by June 1 of each year. Any dispute over an employee's performance evaluation shall be subject to the grievance procedure as outlined in this handbook.
- 4.3.3 Step Increases Upon Promotion or Transfer.** Department Directors shall be responsible for an employee's assignment to another position when changes and responsibilities justify such action, subject to the approval of the Borough Manager. Employees' requests for changes in position classification shall be forwarded to their respective Department Directors. The entry wage rate for new hires in the job classification shall generally be Step 1, although above-grade appointments may be made in exception to this as outlined in 4.2.1.
- a. **Step Increases for Temporary Appointments.** With the employee's consent, an employee may be assigned to duties of a higher classification for purposes of training or a demonstration of skill for a period of up to six months without change of classification for pay purposes. This should not be construed, however, to prevent a Department Director from assigning an employee to duties of a higher classification for temporary periods to cover for an employee on PTO leave or for some other need as approved by the Borough Manager. All regular employees who are assigned to perform the work of a higher-rated classification shall be paid for time worked, at the higher rate classification. Assignment of an employee to a higher-rated classification or a classification that provides for a wage increase of at least three percent (3%) without an increase in pay shall be generally limited to bona fide training situations. To meet the needs of service when a leadman, foreman or Department Director is absent, an employee, if qualified and needed, will be

designated by the applicable Department Director to perform the duties of the person absent. This designation will also be approved by the Borough Manager. The employee will be paid for all hours worked at a rate equal to the higher position. In the event an employee is directed by his or her Department Director to fill a position lower than his or her normally paid position, he or she will be paid their current rate of pay for all time worked in the lower position.

- 4.3.4 Merit Increases.** Merit increases may be made at any time to recognize outstanding performance of duty based on written recommendations of the Department Director and approved by the Borough Manager. All merit increases should be evidenced by a Personnel Transaction Form.

#### **4.4 Other Pay Provisions.**

- 4.4.1 Swing/Graveyard Shift Pay.** Any regular employee working within the defined hours of swing shift will receive an additional one dollar (\$1.00) per hour for all hours worked. Any regular employee working within the defined hours of graveyard shift will receive an additional two dollars (\$2.00) per hour for all hours worked. This shift differential pay shall be added to the employee's base hourly rate of pay before the computation of any applicable overtime rate. The normal work time for shift employees shall be when 75% of their time is scheduled between 7:00 a.m. to 5:00 p.m. for day shift, 3:00 p.m. to 1:00 a.m. for swing shift, and 11:00 p.m. to 9:00 a.m. for third or graveyard shift, unless mutually agreed otherwise.
- 4.4.2 On Call Pay.** If an employee is put on On-Call status, the employee is to remain at home and ready to work at a moment's notice. This pay status will generally be used for the Police Department but could in certain cases be used by other departments. In the event an employee is asked to be On Call, the employee will be paid the minimum wage as set forth by the State of Alaska for each hour the employee is On Call. If an employee is being paid On- Call pay and is called to work, they will be paid for any hours worked at their regular pay or overtime if applicable. They will not receive any minimum hours for the call out.
- 4.4.3 Standby Pay.** Occasionally, the needs of the Borough will require that employees be put on Standby Status. Employees shall receive \$6.00 per hour while on Standby. Standby time is a period of time, in addition to an employee's normal work schedule, during which an employee is not working but is required to restrict activities and be available for return to work. An employee is not considered to be

on Standby Status unless he/she has been given at least twenty-four (24) hours advance notice of their assignment to Standby Status by their supervisor or Department Director. Each Standby assignment shall be for no less than eight hours.

- a. An employee shall not receive Standby pay for hours actually worked or for hours reimbursed by a call-back minimum.
- b. Standby duty requires the employee so assigned to:
  - i. Be available for the Employer to contact at all hours by a communication device(s) designated and provided by the Employer;
  - ii. Respond immediately to calls for his/her service; and,
  - iii. Refrain from activities that might impair his/her ability to perform his/her assigned duties should he/she be called out.

**4.5 Timekeeping.** Each employee is responsible for accurately recording all time worked. Federal laws require the City and Borough of Wrangell to keep an accurate record of time worked in order to calculate employee pay and benefits. Time worked is all of the time actually spent on the job performing assigned duties. It is essential to also correctly record all time not worked, including but not limited to time spent on PTO leave, leave without pay, worker's compensation, family leave, or jury duty.

**4.5.1 Time Entry.** Timesheets are entered by employees and approved by Department Directors through the Employee Portal system. Each employee will have their own secure login and access to the Employee Portal. Time shall be recorded in increments of 15 minutes (.25 hours). It is the employee's responsibility to certify the accuracy of all time recorded. The employee's supervisor will review and then approve the time record before submitting it for payroll processing.

**4.5.2 Modifications to Timesheets.** Changes on time sheets that involve an employee's rate of pay or hours worked shall be brought to the attention of the employee involved and documented in writing. Copies of an employee's time sheet shall be made available for inspection if requested by the employee.

**4.5.3 Falsification of Timesheet Information.** Altering, falsifying or tampering with time records or recording time on another employee's time record may result in disciplinary action, up to and including termination of employment. A Department Director or supervisor may submit a timesheet on behalf of an absent employee; any necessary changes will be made upon the employee's return with the payroll coordinator and approved by the supervisor.

**4.6 Pay Periods and Pay Dates.** All employees are paid bi-weekly. Each paycheck will include earnings for all work performed through the end of the previous payroll period. Employees should review their paycheck to be sure all wages and deductions are correct. If an employee has any questions concerning their paycheck, they should contact the Finance Department.

**4.6.1 Direct Deposit.** Direct Deposit is the City and Borough of Wrangell's preferred method of issuing payroll to employees. To utilize direct deposit employees must provide written authorization via the "Direct Deposit Authorization Form." Direct Deposit will remain in effect until changed by the employee. Employees will receive an itemized statement of wages and deductions through the Employee Portal when the City and Borough of Wrangell makes direct deposits.

**4.6.2 Pay Advances.** In the event of a personal emergency, employees may submit a written request for a pay advance through their supervisor to the Borough Manager, indicating the nature of the emergency involved. The Borough Manager will evaluate the request and determine whether a pay advance can be granted. Pay advances will be limited to time worked based on net pay through the day the pay advance is being paid. Pay advances shall be limited to no more than one per quarter.

**4.6.3 Administrative Pay Corrections.** The City and Borough of Wrangell takes all reasonable steps to ensure that employees receive the correct amount of pay in each paycheck and that employees are paid promptly on the scheduled payday. In the unlikely event that there is an error in the amount of pay that an employee receives, the employee should promptly bring the discrepancy to the attention of the Finance Department so that corrections can be made as quickly as possible. Corrections exceeding \$150.00 will be made within five (5) business days of learning of the need for the correction. Corrections up to \$150.00 will be made in the next regular payroll.

**4.6.4 Pay Deductions.** The law requires that the City and Borough of Wrangell make certain deductions from every employee's compensation. This may include court ordered deductions. In addition, the City and Borough of Wrangell may make deductions required for an employee's participation in optional employee benefits programs, as authorized by the employee. Questions concerning such deductions should be directed to the Finance Department.

## **4.7 Workday and Workweek.**

- 4.7.1 Regular Employees.** The normal work schedule for all regular employees, other than members of the Borough Police Department, is 8 hours a day, 5 days a week. The workweek begins on Sunday and ends on Saturday. Supervisors will advise employees of the times their schedules will normally begin and end. Staffing needs and operational demands may necessitate variations in starting and ending times, as well as variations in the total hours that may be scheduled each day and week.
- 4.7.2 Shift Employees.** Work schedules for shift employees shall be posted by the 25th of the month covering the succeeding month. An employee may exchange a scheduled day off for another day if the employee's supervisor and any other affected employee agree; however, if such an exchange would cause an employee to accrue overtime, it is subject to preapproval as set forth in Section 4.8. All shift employees shall have at least eight (8) hours of relief between shifts. Any employee not having an eight (8) hour break between shifts shall be paid the overtime rate for those hours falling during the eight (8) hour relief period.
- 4.7.3 Emergency Scheduling.** In the event of an emergency or circumstances with considerable risk occurring outside the normal working hours, an employee shall be required to respond to a request by a supervisor of the Borough for assistance. Absent exigent circumstances, an employee who fails to respond to a request for emergency assistance is subject to disciplinary action or dismissal.
- 4.7.4 Flexible Scheduling.** Flexible scheduling, or flextime, is available in some cases to allow employees to vary their starting and ending times each day within established limits. Flextime may be possible if a mutually workable schedule can be negotiated with the supervisor involved. However, such issues as staffing needs, the employee's performance, and the nature of the job will be considered before approval of flextime. Employees should consult their supervisor to request participation in the flextime program. All requests for flexible scheduling are subject to final approval by the Borough Manager.
- 4.7.5 Reporting for Duty.** Employees shall be ready to begin work at the start of a shift and shall not discontinue active work until the end of the scheduled shift.

**4.8 Overtime and Double Time Pay.** There may be times when the City and Borough of Wrangell cannot meet its operating requirements or other needs during regular working hours. If this happens, the City and Borough may give employees the opportunity to work overtime and

try to distribute overtime assignments fairly among all employees who are qualified to perform the required work.

- 4.8.1 Preapproval Required.** All overtime must be preapproved by an employee's supervisor.
- 4.8.2 Employees Eligible for Overtime Pay.** Nonexempt employees will receive overtime pay for all time worked in excess of 8 hours per day or 40 hours per workweek, in accordance with federal and state wage and hour laws and Borough policy. PTO leave and holidays will be counted as hours worked for the purpose of calculating overtime. Overtime pay shall be at the rate of one and one-half times the employee's regular rate of pay. For employees assigned to work a regular schedule of four 10-hour shifts per week, all time worked in excess of 10 hours per day or in excess of 40 hours straight time during any one week shall be considered overtime.
- 4.8.3 Double Time Pay for Hours Worked on Borough Holidays.** Holidays worked shall be paid at the double-time rate, plus the holiday pay at straight time.
- 4.8.4 Double Time Pay for Work During Scheduled Leave.** In the event an employee is asked to work during his or her scheduled leave time, the employee shall receive the double time rate of pay for all hours worked in addition to his or her PTO pay. The employee may have the option to not receive PTO pay and have those PTO hours credited back to his or her accrued PTO time.
- 4.8.5 Call Out/ Call Back Pay.** In the event an employee is called back to work outside of his or her normal work schedule, he or she will receive a minimum of two (2) hours pay at the double time rate. For all hours worked during the call out, in excess of the first two (2) hours, he or she shall receive overtime at the rate of double time. The call out time begins when the call is placed to the employee and ends once the employee completes the work and returns to their work location if the work is performed off-site. If an employee who was called back to work and has completed his or her assignment and left, is again called back to work, he or she will not receive another minimum if the time of return is within the previous two (2) hour minimum.
  - a. **When Call Back Pay Inapplicable.** The provision granting employees a minimum of two hours overtime when called back to work does not apply to scheduled

overtime, scheduled meetings, or overtime worked as a continuance of the normal workday. Overtime or a meeting is considered “scheduled” if the employee has been notified of such no later than the end of the normal workday in which the overtime or meeting is scheduled. As an example, an employee would only be entitled to one-half hour overtime if the completion of a task required an employee to work an additional one-half hour immediately following the end of the normal workday.

**4.9 Business Travel.** The City and Borough of Wrangell will reimburse employees for reasonable business travel expenses incurred while on assignments away from the normal work location. Both the Department Director and the Borough Manager must approve all business travel in advance. Employees should contact their supervisor for guidance and assistance on procedures related to travel arrangements, travel advances, expense reports, reimbursement for specific expenses, or any other business travel issues. Abuse of this business travel policy, including falsifying expense reports to reflect costs not incurred by the employee, can be grounds for disciplinary action, up to and including termination of employment.

**4.9.1 Covered Expenses.** When approved, the actual costs of travel, lodging, and other expenses directly related to accomplishing business travel objectives will be reimbursed by the City and Borough of Wrangell. Employees are expected to limit expenses to reasonable amounts. Expenses that generally will be reimbursed include (a) airfare or ferry fare for travel in coach or economy class or the lowest available fare; (b) car rental fees; (c) fares for shuttle or airport bus services, where available; costs of public transportation for other ground travel; (d) taxi fares, only when there is no less expensive alternative; and, (e) mileage costs as approved by the IRS for use of personal cars with prior approval.

**4.9.2 Per Diem.** In addition to the travel expenses listed above, a per diem allowance of up to \$60.00 per day.

**4.9.3 No Loss of Wages for Travel.** When assigned to travel for the Borough, employees will not suffer a loss in wages. If an employee is authorized to travel during their normal workday, those hours would be included as hours worked. If an employee is authorized to travel on their normal day off, the employee shall be compensated for travel time not to exceed 8 hours at the employee’s straight time hourly rate.

- 4.9.4 Accident Reports.** Employees who are involved in an accident while traveling on Borough business must promptly report the incident to their immediate supervisor.
- 4.9.5 Cash Advances for Travel.** Cash advances to cover reasonable anticipated expenses may be made to employees, after travel has been approved. Employees should submit a written request to their supervisor when travel advances are needed.
- 4.9.6 Travel Expense Reports.** When travel is completed, employees should submit completed travel expense reports within 7 days. Reports should be accompanied by receipts for all individual expenses except for meals, which do not need receipts. Reports shall contain a brief summary of travel activities such as training certificates, conference highlights or meeting accomplishments.

## CHAPTER 5 - EMPLOYEE BENEFITS ADMINISTRATION

**5.1 Eligibility for Benefits.** The City and Borough of Wrangell provides a wide range of benefits to its employees. A number of these programs, such as Medicare, workers' compensation, state disability, and unemployment insurance, are available to all employees in the manner prescribed by law. Several additional benefits programs are offered to employees who are eligible to participate. Benefits eligibility is dependent upon a variety of factors, including employee classification. Employees can ask their supervisor to identify the programs for which they are eligible. Additional details of many of these programs follow.

**5.2 Classes of Employee Benefits.** The Borough offers the following benefits programs to its employees, subject to various eligibility and program requirements. Employees should direct questions regarding the benefits described in this chapter to their supervisor, the HR Representative designee, or the Borough Manager.

AFLAC	Jury Duty / Witness Leave	PERS Retirement Plan
Auto Mileage Reimbursement	Life Insurance	PERS Supplemental Benefits
Bereavement Leave	Medical Insurance	Travel Allowances
Deferred Compensation	Membership Dues	Uniform Assistance
Dental Insurance	Paid Holidays	PTO Benefits
Family / Medical Leave		Vision Insurance
Health Reimbursement Arrangement	Social Security/SBS	Voting Leave

Some benefit programs require contributions from employees, but most are fully paid by the Borough. The benefit package for employees represents an additional cost to the Borough on behalf of each employee. Each employee should ask about benefits or programs they are interested in to be sure their benefit options are maximized.

**5.3 Borough Holidays.** The City and Borough of Wrangell observes the following holidays.

New Year's Day	January 1
Martin Luther King Jr. Day	Third Monday in January
President's Day	Third Monday in February
Seward's Day	Last Monday in March
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 1
Thanksgiving Holiday	Fourth Thursday in November and the following Friday
Christmas	December 25

A recognized holiday that falls on a Saturday will be observed on the preceding Friday. A recognized holiday that falls on a Sunday will be observed on the following Monday. If a recognized holiday falls during an eligible employee's paid absence (PTO leave), holiday pay will be provided instead of the paid time off benefit that would otherwise have applied.

**5.3.1 Paid Holidays.** The City and Borough of Wrangell will grant paid holiday time off to all regular employees immediately upon assignment to an eligible employment classification, as well as those employees who remain within a probationary period. Holiday pay will be calculated based on the employee's straight time pay rate as of the date of the holiday times eight hours. An eligible employee who regularly works less than an eight-hour day will be paid based on a pro-rated basis. Paid time off for holidays is counted as hours worked for the purposes of determining whether an employee is entitled to overtime pay.

**5.3.2 Pay for Hours Worked on Borough Holidays.** Eligible nonexempt employees who work on a recognized holiday will receive holiday pay and will be paid wages at double their straight-time rate for the hours worked on the holiday.

**5.3.3 Floating Holiday.** Regular employees will receive one floating holiday during each calendar year, which may be used at the employee's discretion with supervisor approval.

**5.4 Paid Time Off (PTO).** Regular employees shall accrue PTO Leave hours based upon continuous years of service to the Borough, beginning on the employee's first day serving in his or her position. PTO Leave is paid at the employee's base rate at the time of leave. PTO Leave does not accrue during periods of administrative leave, leave without pay, or after an employee's effective date of termination.

**5.4.1 Rate of Accrual.** All regular employees shall be eligible to receive paid PTO benefits accrued according to the following schedule.

After completing the one hundred eighty (180) day probationary period, all regular employees shall be eligible to receive paid PTO benefits accrued according to the following schedule:

- a. Upon eligibility, the employee is entitled to twenty-one (21) PTO days for the first year, accrued bi-weekly at the rate of 6.46 hours.
- b. After one (1) year of continuous service, the employee is entitled to twenty-six (26) PTO days each year, accrued bi-weekly at the rate of 8.00 hours.
- c. After four (4) years of continuous service, the employee is entitled to thirty-one (31) PTO days each year, accrued bi-weekly at the rate of 9.54 hours.
- d. After nine (9) years of continuous service, the employee is entitled to thirty-six (36) PTO days each year, accrued bi-weekly at the rate of 11.08 hours.
- e. After fourteen (14) years of continuous service, the employee is entitled to forty-one (41) PTO days each year, accrued bi-weekly at the rate of 12.62 hours.

Regular Part-Time employees working less than 40 hours per week will have their PTO hours earned each month pro-rated based on their standard weekly hours. Because employees accrue these hours each calendar month, partial months earned when hired and during termination are not pro-rated.

An employee's length of eligible service is calculated on the basis of a "benefit year." This is the 12-month period that begins when the employee starts to earn PTO time. An employee's benefit year may be extended for any significant leave of absence except military leave of absence. Military leave has no effect on this calculation.

Once employees enter an eligible employment classification, they begin to earn paid PTO time according to the schedule. During the probationary period PTO time shall accrue, but probationary employees may not use such leave until they have completed

six months of continuous satisfactory service unless authorized in advance by the Borough Manager. After that time, employees can request use of earned PTO time including that accrued during the probationary period.

**PTO Pay and Conversion.** PTO leave is paid at the employee's base pay rate at the time it is used. It does not include overtime or any special forms of compensation such as incentives, commissions, bonuses, or shift differentials. Effective July 1, 2024, all non-union employees will have sick and vacation leave converted to PTO according to the following:

- (A) All employee accrued vacation leave will be converted to PTO on a one (1) hour per (1) hour basis.
- (B) All employee accrued sick leave will be converted to PTO or cashed-out on July 1, 2024, or held in a separate leave bank according to the following:
  - (1) Sick leave shall be combined with vacation leave to establish PTO on a one (1) hour to (1) hour basis up to the 680-hour maximum.
  - (2) After combining vacation and sick leave to establish PTO, any remaining sick leave in excess of the 680-hour maximum (PTO) can be paid out at twenty-five percent (25%) of the employee's current base rate of pay. If the employee does not elect to cash-out the residual sick leave balance, they may keep that balance for one year on a use it or lose it basis. All sick leave carried over and unused will be eliminated without payment on July 1, 2025.
  - (3) If any errors occur as part of the transition into PTO, employees shall have 30-days to notify the Borough Manager to remedy the discrepancy.

PTO conversions for union employees are subject to the terms of the collective bargaining agreement.

**5.4.2 Use of PTO Leave.** To use PTO time, employees must obtain advance approval from their supervisor. Requests will be reviewed based on a number of factors, including business needs and staffing requirements. For the purpose of this section, all PTO time should be requested as far in advance as possible. In the event more than one employee requests the same PTO period, and it is determined by the employer that too many employees would be gone in a given department, the employee(s) with the most department seniority shall be given preference.

- 5.4.3 Accrual Maximum.** An employee may accumulate up to a maximum of six hundred eighty (680) hours of PTO Leave, at which point further accrual will stop. When the employee uses paid PTO time and brings the available amount below the maximum, PTO leave accrual will begin again. If an employee is denied PTO time, which ultimately places the employee over the maximum accumulated hours, the employee shall be allowed to cash out as many hours as is necessary to keep him or her under the maximum permitted accrual amount. All such requests must be in writing.
- 5.4.4 Effect of Termination or Retirement Upon Accrued Leave.** Upon termination of employment, employees shall be paid up to a maximum of 520 hours of earned unused PTO time.
- 5.4.5 Cashing Out PTO Leave.** Effective July 1, 2024, all employees may elect to cash-out up to 80 PTO hours per fiscal year under the term of this agreement such that the employee has at least 80 PTO hours accrued after the cash-out has occurred. Cash-outs will occur at the employee's current hourly base rate as determined by the relevant wage and grade table. Cash-out requests are only permitted once per fiscal quarter, the Monday prior to the last biweekly pay period check date of the fiscal quarters ending September 30<sup>th</sup>, December 31<sup>st</sup>, March 31<sup>st</sup> and June 30<sup>th</sup>. The Maximum PTO cash-out shall not exceed 80 hours per fiscal year.
- 5.4.7 When Doctor's Note Required.** If an employee is absent for three or more consecutive days due to illness or injury, a doctor's note may be required to verify the illness or injury and its beginning and expected ending dates. Such verification may be requested for other PTO absences due to illness as well and may be required as a condition to receiving PTO benefits. An employee may also be asked to provide a doctor's note if the employee experiences several instances of PTO due to illness within a short period of time. Before returning to work from a PTO due to illness absence of three (3) calendar days or more, an employee may be required to provide a doctor's note that he or she may safely return to work.
- 5.4.8 Notice Requirements.** Employees who are unable to report to work due to illness or injury must notify their direct supervisor before the scheduled start of their workday if possible as well as on each additional day of absence.
- 5.4.9 Donation of Leave.** PTO donations. In the event an Employee requires leave, for a legitimate hardship (medical, family, or similar need), greater than his/her accrued leave, fellow employees shall be allowed to transfer PTO hours to the

employee. When sufficient leave has been donated, the call for donated hours will end. The value of the donated hours will be converted and paid at the current hourly rate of the Employee receiving the leave.

**5.5 Paid Administrative Leave.** The City and Borough of Wrangell offers paid administrative leave to eligible employees for court duty, to vote, and in a variety of other circumstances described in this section. An employee may receive regular pay and credit for PTO Leave for the time that the employee is on administrative leave; however, such time will not be credited as hours worked for the purposes of computing overtime pay. Notwithstanding the examples provided in this section, any employee may be placed on paid administrative leave if the Borough Manager finds it to be in the Borough's best interests, including instances in which an employee is the subject of a Borough investigation related to a charge of misconduct.

**5.5.1 Jury Duty.** The City and Borough of Wrangell encourages employees to fulfill their civic responsibilities by serving jury duty when required. Regular employees may request up to ten (10) days per calendar year for paid jury duty. Jury duty pay will be calculated at the employee's base pay rate times the number of hours the employee would otherwise have worked on the day of absence. The City and Borough of Wrangell will continue to provide health insurance benefits for the full term of the jury duty absence, and PTO, and holiday benefits will continue to accrue.

If employees are required to serve jury duty beyond the period of paid jury duty leave, they may use PTO pay or may request an unpaid jury duty leave of absence. In the case of an unpaid leave of absence, employees may keep monies received from court during that time.

Employees must show the jury duty summons to their supervisor as soon as possible so that the supervisor may make arrangements to accommodate their absence. Employees must report for work whenever the court schedule permits.

**5.5.2 Witness and Court Leave.** The City and Borough of Wrangell encourages employees to appear in court for witness duty when subpoenaed to do so, and to appear in court on their own behalf when necessary. Employees who have been subpoenaed or otherwise requested to testify as witnesses by the City and Borough of Wrangell will receive paid time off for the entire period of witness duty.

Regular employees will be granted a maximum of forty (40) hours of paid time off to appear in court as a witness when subpoenaed by a party other than the City and Borough of Wrangell. Employees will be paid at their base rate and may use PTO leave to receive compensation for any period of court absence that would otherwise be unpaid.

Employees who request witness or court leave must provide any subpoena to the employee's supervisor immediately after it is received so that operating requirements can be adjusted, where necessary, to accommodate the employee's absence. The employee is expected to report for work whenever the court schedule permits during such periods of leave.

**5.5.3 Military Leave.** A military leave of absence will be granted to regular full-time and part-time employees to attend scheduled drills or training, or if called to active duty with the U.S. Armed Services. Advance notice of military service is required, unless military necessity prevents such notice, or it is otherwise impossible or unreasonable.

The leave will be unpaid; however, employees may use any available paid time off for the absence. Furthermore, regular employees on military leave will be compensated by the City and Borough of Wrangell for the difference between their military pay and their regular pay for a period of up to two weeks. Upon return to duty the employee shall furnish the Employer with evidence of the amount of military pay received during the period of special military leave before he/she will be reimbursed any additional monies by the Employer.

Subject to the terms, conditions, and limitations of the applicable plans for which the employee is otherwise eligible, continuation of health insurance benefits is available as required by USERRA (Uniformed Services Employment and Reemployment Rights Act) based on the length of the leave and subject to the terms, conditions, and limitations of the applicable plans for which the employee is otherwise eligible. PTO, and holiday benefits will continue to accrue during a military leave of absence.

Employees on military leave for up to thirty (30) days are required to return to work for the first regularly scheduled shift after the end of service, allowing reasonable travel time. Employees on longer military leave must apply for

reinstatement in accordance with USERRA and all applicable state laws. Employees returning from military leave will be placed in the position they would have attained had they remained continuously employed or a comparable one depending on the length of military service in accordance with USERRA. They will be treated as though they were continuously employed for the purpose of determining benefits based on length of service.

Employees should contact the HR Representative for more information, or with any questions about military leave.

**5.5.4 Voting Leave.** The City and Borough of Wrangell encourages employees to fulfill their civic responsibilities by participating in elections. Generally, employees are able to find time to vote either before or after their regular work schedule. If employees are unable to vote in an election during their nonworking hours, the City and Borough of Wrangell will grant up to one half hour of paid time off to vote. Employees should request time off to vote from their supervisor at least two working days prior to the day of an election. Advance notice is required so that the necessary time off can be scheduled at the beginning or end of the work shift, whichever provides the least disruption to the normal work schedule.

**5.5.5 Emergency Closures.** At times, emergencies such as severe weather, fires, power failures, or earthquakes can disrupt Borough operations. In extreme cases, these circumstances may require the closing of a work facility. When operations are officially closed due to emergency conditions, the time off from scheduled work will be paid. Emergency Closings will be reported through the City and Borough of Wrangell's website, social media page, public communications software-Nixle and on air with the local radio station.

**5.5.6 Paid Administrative Leave for Exempt Employees.** Exempt employees are, by definition, not eligible for overtime regardless of the number of hours worked. Often these employees will work more than 40 hours in a week while being paid an amount based on a 40-hour week. Therefore, they are eligible for paid Administrative Professional Time equivalent to one eight-hour workday per month. Administrative Professional Time does not accrue and must be used within the calendar month. All paid administrative leave will be awarded uniformly and fairly by the Borough Manager and will be documented in the employee's timesheet for approval.

**5.6 Leave Without Pay.** The Borough Manager or designee may grant leave without pay (LWOP) to any regular employee. Requests for LWOP shall be considered in light of the circumstances involved and the interests of the Borough, including anticipated workload requirements and staffing considerations during the proposed period of absence. LWOP should be requested as far in advance as possible, stating the reason for the leave and the amount of time requested. A written reply granting or denying the request shall be given by the Department Director or Borough Manager within thirty (30) days, except in case of an emergency.

**5.6.1 Leave of Absence of Less Than Ten Days.** Employees who have used their accrued PTO may be granted leave without pay, not to exceed a total of ten (10) working days in any year, for any compelling reason, subject to approval from the employee's Department Director, if applicable, and the Borough Manager. Requests for leave without pay should be in writing, submitted as far in advance as possible, and should state the reason for the leave and the amount of time requested. A written reply granting or denying the request shall be given by the Department Director or Borough Manager. Leaves of absence without pay may be granted for periods of up to one hundred eighty (180) calendar days without loss of accrued benefits and seniority, provided that the employee must use accrued PTO leave before being placed on LWOP status. In special cases, leaves of absence may be extended by mutual written agreement.

**5.6.2 Leave of Absence of More Than Ten Days.** Regular employees who have used their accrued PTO may be allowed leave without pay in excess of ten (10) working days under the following conditions:

a. The Borough Manager finds that such leave will not unreasonably prejudice the Borough's interests.

(A) The purpose of the request for leave without pay is for travel or study that the Borough Manager finds is calculated to equip an employee for more effective service to the Borough. In making such determinations, the Borough Manager, in consultation with any applicable Department Director, will consider the eventual compensating benefits of such leave to the Borough in keeping the position open, or filling it temporarily until the employee's return.

**5.7 Family Medical Leave.** In compliance with applicable provisions of state and federal law, eligible employees may take paid or unpaid, job-protected leave for specified family and

medical reasons. During the time that an employee is on Family Medical Leave, the Borough will maintain coverage for the employee 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 of 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.

**5.7.1 Eligibility for Family Medical Leave.** Employees are eligible for Family Medical Leave authorized purposes if they have been employed at least thirty-five (35) hours a week for six consecutive months or seventeen and one-half (17.5) hours a week for twelve (12) consecutive months immediately preceding the period of leave.

**5.7.2 Nature of Leave.** Those who meet the definition of "eligible" under state and federal guidelines are entitled to:

a. Twenty-four workweeks in any 24-month period with a maximum of eighteen workweeks allowed in any 12-month period (i.e., an employee who opts to take eighteen workweeks in the first 12 months would then have six workweeks remaining to take in the following 12-months) for:

(A) The purpose of caring for the employee's spouse, child, or parent who has a serious health condition.

(B) A serious health condition that requires the employee to be absent from the employee's job or unable to perform the essential functions of his or her job.

b. Up to eighteen workweeks within a 12-month period may be taken for:

(A) 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 this leave for this reason expires on the date one year after the birth or placement of the child. The 12-month period will be calculated from the day the employee first utilizes family/medical leave.

- 5.7.3** Twelve workweeks of leave in a 12-month period for any “qualifying exigency” of a military member who is on covered active duty and is a qualified family member.
- 5.7.4** Twenty-six workweeks of leave during a single 12-month period to care for a covered service member (qualified family member) recovering from a serious illness or injury sustained in the line of duty while on active duty. A “*covered service member*” is defined as a member in the Armed Forces (including the National Guard or Reserves) or a veteran who was active in the Armed Forces within the last five years.
- i. Employees need not use their leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the City and Borough of Wrangell's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.
  - ii. While on Family Medical Leave, an employee may not work or be gainfully employed either for themselves or others unless express, written permission to do so has been granted by the Borough Manager. If an employee on a leave of absence is found to be working elsewhere without permission, they will be subject to disciplinary action up to and including termination.
- 5.7.5 Married Individuals Both Employed by Borough.** Married individuals who are both employed by the Borough may be restricted to a combined total of 18 workweeks of leave within any 12-month period for childbirth, adoption, or placement of a foster child; or to care for a parent with a serious health condition.
- 5.7.6 Applicability to Work-Related Injuries.** Employees who sustain work-related injuries are eligible for a medical leave of absence for the period of disability in accordance with applicable laws covering occupational disabilities.
- 5.7.7 Family Medical Leave Requests.** Eligible employees should make requests for family leave to their supervisors at least 30 days in advance of foreseeable events and as soon as possible for unforeseeable events. Employees requesting family medical leave related to the serious health condition of themselves, a child, spouse, or parent may be required to submit a health care provider’s statement verifying the need for Family Medical Leave and its beginning and expected ending dates. Employees should also meet with the HR Representative to determine how the unpaid leave will affect their benefits.
- 5.7.8 Exhaustion of Paid Leave.** Eligible employees must first use any accrued PTO leave, during any period of Family Medical Leave. Employees may choose to retain

a balance of five (5) days of paid PTO leave before switching to unpaid leave. Benefit accruals, such as PTO or holiday benefits, will be suspended during leave without pay and will resume upon return to active employment.

**5.7.9 PTO donations.** The process for donations of PTO shall be followed as per 5.4.9 of this handbook.

**5.7.10 Return Following Leave.** So that the employee's return to work can be properly scheduled, an employee on Family Medical Leave must provide the Borough with at least two weeks' advance notice of the date the employee intends to return to work. Unless the Borough's business circumstances have changed to make it impossible or unreasonable, when an employee returns from leave, 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. If an employee fails to return to work on the agreed upon return date, the Borough will assume that the employee has resigned.

**5.7.11 Pregnancy -Related Absences.** The City and Borough of Wrangell will not discriminate against any employee who requests an excused absence for medical disabilities associated with pregnancy. Such leave requests will be evaluated according to the medical/family leave policy provisions outlined in this personnel regulation and all applicable federal and state laws. Requests for time off associated with pregnancy and/or childbirth, such as for purposes of bonding and childcare, which are unrelated to medical disabilities, will be considered in the same manner as other requests for unpaid family medical leave.

**5.7.12 Paid Parental Leave.** The City and Borough of Wrangell provides Paid Parental Leave to support employees in balancing work and family responsibilities following the birth or placement of a child. This benefit is intended to allow employees time to care for and bond with a newborn, newly adopted child, or child placed through foster care or legal guardianship.

Paid Parental Leave is available to employees who hold a regular full-time, benefited position, have completed at least twelve (12) months of continuous service, and are eligible for leave under the Family and Medical Leave Act (FMLA) and/or Alaska Family Leave Act (AFLA), where applicable.

A "child" is defined as a biological, adopted, foster, or legal ward of the employee under the age of eighteen (18).

Eligible employees may receive up to three hundred twenty (320) hours (eight (8) weeks) of Paid Parental Leave per qualifying event.

Paid Parental Leave shall be compensated at the employee's regular rate of pay and will be paid on the regular payroll schedule, with standard deductions applied.

Paid Parental Leave must be used within twelve (12) months of the qualifying event and may be taken in one continuous block or intermittently, subject to department approval and operational needs.

Paid Parental Leave will run concurrently with leave available under FMLA and AFLA. Employees may elect to use accrued leave (e.g., personal leave, compensatory time, or donated leave) after the Paid Parental Leave benefit is exhausted.

Employees are eligible for one Paid Parental Leave benefit per rolling twelve (12) month period, regardless of the number of qualifying events. If both parents are employed by the City and Borough of Wrangell, the total combined Paid Parental Leave benefit shall not exceed three hundred twenty (320) hours, which may be allocated between the employees.

Paid Parental Leave has no cash value and will not be paid out upon separation of employment.

Employees will continue to receive employer-sponsored benefits while on Paid Parental Leave. Employees remain responsible for their portion of benefit premiums. Leave accruals (e.g., personal leave) will continue in accordance with standard policy.

Employees should provide at least thirty (30) days' notice of the need for leave when foreseeable, or as soon as practicable. Requests must be submitted through the established leave request process and may require supporting documentation. Final approval is subject to verification of eligibility and coordination with applicable leave laws.

The Borough Manager or designee is authorized to establish administrative procedures necessary to implement this policy, including forms, documentation requirements, and coordination with payroll and benefits systems.

**5.8 Bereavement Leave.** Regular and probationary employees shall be entitled to bereavement leave in the event of death of an employee's immediate family member. The first 5 days of such leave will be paid by the Borough without any effect on the employee's PTO account. Employees granted bereavement leave may use available PTO leave for any additional time after the first 5 days. Bereavement leave will normally be granted unless there are unusual business needs or staffing requirements. Employees may, with their supervisors' approval, use any available paid leave for additional time off as necessary.

**5.8.1 Bereavement Leave Pay.** Bereavement pay is calculated based on the base pay rate at the time of absence and will not include any special forms of compensation, such as overtime, incentives, commissions, bonuses, or shift differentials.

**Immediate Family Member.** An Immediate Family Member for the purpose of this section, the borough defines “immediate family member” as the individual’s spouse or significant other, parent, step parent, grandparent, child, step-child, adopted child, sibling or step-sibling; Or the spouse’s or significant other’s parent, step-parent, child, step-child, adopted child, sibling or step-sibling; or any other person other than those previously listed who is currently living in the same household with, or is legally dependent upon the employee.

**5.9 Employee Health Insurance Benefits.** The City and Borough of Wrangell's health insurance plan provides regular and probationary employees, their spouses, domestic partners, and an enrolled employee’s dependents access to medical, dental, prescription drug, and vision care insurance benefits. Employees are eligible for health insurance on the first day of the month following 30 days of service. Upon termination, health insurance will continue through the end of the month in which employment is terminated. As of July 1, 2024, the City and Borough of Wrangell shall pay 80% of the cost of the insurance premiums for the Employee and any enrolled spouse or dependents. The employee will pay the remaining 20% of the cost of coverage for the employee and enrolled spouse and/or dependents in the form of a payroll deduction at the end of the pay period and month of coverage.

Details of the health insurance plan are described in the Summary Plan Description (SPD), or similar documentation provided by the insurance carrier. The SPD and information on cost of coverage will be provided in advance of enrollment to eligible employees. Contact the Borough’s HR Representative for more information about health insurance benefits.

**5.9.1 Health Reimbursement Arrangement.** All employees enrolled in the health insurance plan will also be enrolled in an accompanying Health Reimbursement Arrangement (HRA), subject to plan terms and conditions. As of July 1, 2023, this plan will provide for reimbursement of employees’ deductible expenses in excess of \$1,000 for an employee and dependent(s), as applicable. The maximum deductible reimbursement benefit will be \$4,150 for an employee, \$8,300 for an employee plus one dependent, and \$10,300 for an employee plus two or more dependents. This benefit is not applicable to employees or former employees enrolled in the health insurance plan under COBRA provisions.

**5.9.2 COBRA Continuation Coverage.** A change in employment classification that would result in loss of eligibility to participate in the health insurance plan may qualify an employee for benefits continuation under the Consolidated Omnibus Budget Reconciliation Act (COBRA). When an eligible employee elects COBRA continuation coverage, the employee or beneficiary is responsible for paying the

full cost of coverage at the Borough's group rates plus an administration fee. The Borough will provide each eligible employee with a written notice describing the employee's rights and obligations under COBRA if the employee becomes eligible for coverage under the Borough's health coverage plan.

**5.10 Workers' Compensation Coverage.** The City and Borough of Wrangell provides a comprehensive workers' compensation insurance program at no cost to employees. This program covers any injury or illness sustained in the course of employment that requires medical treatment. Subject to applicable legal requirements, workers' compensation insurance provides benefits after a short waiting period or, if the employee is hospitalized, immediately. In case of occupational injury, the employee's position or a comparable position shall be held until it has been established in writing that the employee will be unable to return to that position.

**5.10.1 Duty to Notify Borough of Work-Related Illness or Injury.** Employees who sustain work-related injuries or illnesses should inform their supervisor immediately. No matter how minor an on-the-job injury may appear, it is important that it be reported immediately to the employee's supervisor and that the employee and supervisor fill out a worker's compensation form available online or with the HR Representative. This will enable an eligible employee to qualify for coverage as quickly as possible. Even if treatment is not sought, the above actions should be completed to ensure future access to treatment, should it become needed at a later date.

**5.10.2 Reporting Work-Related Illnesses or Injuries.** The City and Borough of Wrangell must report all accidents within ten (10) days of the event using the appropriate forms stated above. In the event of a fatality, amputation, or in-patient hospitalization, the city is required to notify either AKOSH or OSHA within eight hours per AS 18.60.058. It is the responsibility of the department head to notify the Worker's Compensation administrator so that this event can be reported in a timely manner.

**5.10.3 Applicability.** Neither the City and Borough of Wrangell nor the insurance carrier will be liable for the payment of workers' compensation benefits for injuries that occur during an employee's voluntary participation in any off-duty recreational, social, or athletic activity sponsored by the City and Borough of Wrangell.

**5.10.4 Use of PTO for Absences.** If an employee misses work under a workers' compensation claim, the employee can use any PTO leave accrued for the first

three days. After the first three days, workers' compensation will be paid to the employee and the Borough will not make any payments to the employee until they return to work. Benefits will continue to accrue during the time an employee is on workers' compensation.

**5.10.5 Public Safety Employees.** Volunteer and auxiliary policemen and firemen who receive injuries while performing for the Borough are insured through workers' compensation based on the starting salary for a paid patrolman.

**5.11 Life Insurance.** Life insurance offers employees and their families' important financial protection. The City and Borough of Wrangell offers a basic life insurance plan for its regular and probationary employees, subject to all terms and conditions of the agreement between the City and Borough of Wrangell and the insurance carrier. Additional supplemental and/or dependent life insurance coverage may also be purchased at the employee's cost. The City and Borough of Wrangell shall pay one hundred percent of the cost of the employee's group life insurance premium on specified limits of coverage of \$30,000 for all employees. Additional limits of life insurance for the employee or dependents may be available as an option and one hundred percent of the cost of the additional limits of life insurance shall be paid by the employee.

Accidental Death and Dismemberment (AD&D) insurance provides protection in cases of serious injury or death resulting from an accident. AD&D insurance coverage at a specified limit of coverage of \$5,000 is provided as part of the basic life insurance plan.

Details of the basic life insurance plan including benefit amounts are described in the Summary Plan Description provided to eligible employees. Employees should contact the Borough's HR Representative for more information about life insurance benefits.

**5.12 Retirement Plan.** The City and Borough of Wrangell participates in the State of Alaska Public Employees Retirement System (PERS). Coverage is mandatory for all regular employees and employees in their probationary period unless specifically exempt under the Borough's participation agreement with PERS. PERS requires both a contribution from the employee and employer. Information about retirement benefits and other details regarding the retirement system may be obtained from the Borough's HR Representative.

**5.12.1 Supplemental Benefits.** Effective January 1, 2009, the City and Borough of Wrangell is a participant in the State of Alaska Supplemental Benefit System (SBS-AP). Coverage is mandatory for all regular employees and employees in their probationary period unless specifically exempt under the participation agreement

with PERS. This benefit replaces Social Security withholding and may affect future Social Security withholdings. The SBS requires both a contribution from the employee and employer. Information about retirement benefits and other details regarding the retirement system may be obtained from the Borough's HR Representative.

**5.12.2 Deferred Compensation.** The City and Borough of Wrangell also has available a deferred compensation program in which employees may contribute into an additional retirement program. An employee interested in this additional program should contact the Borough's HR Representative.

**5.13 Personal Vehicle Stipend.** In some instances, an employee may need to use their personal vehicle for Borough business. Approval of this must be received in writing from the Department Director or Borough Manager in advance.

If an employee regularly uses their vehicle for Borough business, the Borough Manager may authorize a monthly vehicle stipend. This amount will be agreed upon in writing and will be processed through Payroll as a taxable benefit.

Employees using their personal vehicle are subject to the same requirements as those using a Borough-owned vehicle. The employee must possess a valid State of Alaska driver's license with an acceptable driving record. Any incidents involving a personal vehicle being used during work hours must be reported immediately. The improper, careless, negligent, destructive, or unsafe use or operation of equipment or vehicles, as well as excessive or avoidable traffic and parking violations, can result in disciplinary action, up to and including termination of employment.

## CHAPTER 6 - STANDARDS OF CONDUCT

**6.1 General.** The Borough holds its employees to the utmost standards of professionalism, efficiency, honesty, and integrity. In addition to the standards, policies and procedures set forth in other chapters of this Handbook, employees are expected to adhere to those set forth below. Failure to do so may result in disciplinary action, up to and including termination.

**6.1.1 Applicability.** The standards of conduct set forth in this chapter apply not only to all Borough employees, but also to its volunteers.

**6.1.2 Summary of Standards.** In addition to the other standards established by this Handbook, Borough Employees are as a general matter expected to:

- a. Responsibly use all time spent performing work for the Borough.
- b. Carry out the directives of supervisors and cooperate with other employees.
- c. Observe all applicable health and safety rules.
- d. Maintain the quality of the services they provide to the Borough and to its citizens.
- e. Responsibly use and maintain Borough property.
- f. Demonstrate respect for other employees, members of the public, and their property.
- g. Maintain appropriate standards of dress and grooming while performing work duties on the Borough's behalf.
- h. Protect from disclosure any confidential information in the Borough's possession.

**6.2 Respectful Workplace.** The Borough expects every employee to behave in a civil and respectful manner both during working hours, and when present at the workplace during non-working hours. Employees are not permitted to shout or use abusive or demeaning language in the workplace. Similarly, the Borough will not tolerate its employees to be subjected to such behavior by any customer, contractor, vendor, or any other member of the public. Employees should report any conduct in violation of this policy to the employee's supervisor or to the Borough Manager as soon as possible.

**6.3 Work Schedules and Attendance.** To maintain a safe and productive work environment, the City and Borough of Wrangell expects employees to be both reliable and punctual in reporting on scheduled work. Absenteeism and tardiness place a burden on other employees and on the City and Borough of Wrangell. In the rare instances when employees cannot avoid being late to work or are unable to work as scheduled, they should notify their supervisor as soon as possible in advance of the anticipated tardiness or absence. Poor attendance and excessive

tardiness are disruptive. Either may lead to disciplinary action, up to and including termination of employment.

**6.3.1 Rest Periods.** All employees are provided with one rest period of 30 or 60 minutes in length for shifts of 6 or more hours. Supervisors will schedule rest periods to accommodate operating requirements. Employees will be relieved of all active responsibilities and restrictions during rest periods and will not be compensated for that time. Shift employees of the police/corrections department will not have scheduled rest periods but are allowed a 30-minute rest period on site as time permits during their shift. The Harbor Department may allow a working rest period that is part of their 8-hour shift if approved by the Department Director. Employees must accurately observe and record rest periods. Employees should notify their supervisor if they know in advance that they may not be able to take their scheduled break or rest period. In addition, an employee should notify the supervisor as soon as possible if he or she was unable to or prohibited from taking a rest period.

**6.4 Appearance and Grooming.** Dress, grooming, and personal cleanliness standards contribute to the morale of all employees and affect the image the City and Borough of Wrangell presents to customers and visitors. During business hours or when representing the City and Borough of Wrangell, employees should dress and groom themselves according to the requirements of their positions. This is particularly true if an employee's job involves dealing with customers or visitors in person.

Supervisors and Department Directors are responsible for establishing a reasonable dress code appropriate to the jobs employees perform. If a supervisor feels an employee's personal appearance is inappropriate, they may ask the employee to leave the workplace until they are properly dressed or groomed. Under such circumstances, employees will not be compensated for the time away from work. An employee should consult his or her immediate supervisor if he or she has questions as to what constitutes appropriate appearance. Where necessary, reasonable accommodation may be provided for a person with a disability.

Without unduly restricting individual tastes, the following personal appearance guidelines should be followed:

- a. Hair and facial hair should be clean and neat.
- b. Jewelry should not be functionally restrictive, dangerous to job performance, or excessive.
- c. Visible tattoos should be non-offensive.

- d. Offensive body odor and poor personal hygiene is not professionally acceptable.
- e. Perfume, cologne, and aftershave lotion should be used moderately or avoided altogether, as some individuals may be sensitive or allergic to strong fragrances.

**6.5 Conformance with Legal Standards.** The Borough does not tolerate employees who **violate the law**. All employees shall abide by any and all laws and policies that may be applicable to the performance of their official duties and responsibilities and shall conduct themselves with reasonable care. If an employee believes that anyone employed by or associated with the Borough has requested or directed him or her to do anything that violates the law or has prohibited the employee from doing anything that the law requires the employee to do, the employee must immediately report this to a supervisor.

**6.6 Outside Employment.** Employees may do outside work as long as they meet the performance standards of their job with the City and Borough of Wrangell. All employees will be judged by the same performance standards and will be subject to the City and Borough of Wrangell's scheduling demands, regardless of any existing outside work requirements. If the City and Borough of Wrangell determines that an employee's outside work interferes with performance or the ability to meet the requirements of the City and Borough of Wrangell as they are modified from time to time, the employee may be asked to terminate the outside employment if he or she wishes to remain with the City and Borough of Wrangell. Outside employment that constitutes a conflict of interest is prohibited. Employees may not receive any income or material gain from individuals outside the City and Borough of Wrangell for materials produced or services rendered while performing their Borough jobs. No employee should be engaged in off-time activity both pertaining to outside employment and otherwise that will create a conflict of interest between the Borough and the outside activity.

**6.6.1 Prohibited During Borough Work Hours.** Employees may not engage in work for any other employer during his or her scheduled work hours for the Borough. This includes any work related to self-employment or volunteer service.

**6.6.2 Use of Borough Resources Prohibited.** Unless otherwise preapproved by the Borough Manager, employees are prohibited from at any time using Borough facilities, equipment, labor, supplies, or any other resources to perform work for another employer, including self-employment or volunteer service.

**6.7 Employee Code of Ethics.** The successful operation and reputation of the City and Borough of Wrangell is built upon the principles of fair dealing and ethical conduct of its employees. The City and Borough of Wrangell's reputation for integrity and excellence requires careful observance of the spirit and letter of all applicable laws and policies, as well as a scrupulous

regard for the highest standards of conduct and personal integrity. The continued success of the City and Borough of Wrangell is dependent upon its citizens' trust and the City and Borough of Wrangell is dedicated to preserving that trust. Employees owe a duty to the City and Borough of Wrangell, its customers, and the public to act in a way that will merit continued trust and confidence.

The City and Borough of Wrangell will comply with all applicable local, state, and federal laws and policies and expects its directors, officers, and employees to conduct business in accordance with the letter, spirit, and intent of all relevant laws and to refrain from any illegal, dishonest, or unethical conduct.

Compliance with this policy of ethics and conduct is the responsibility of every City and Borough of Wrangell employee. The City and Borough of Wrangell continually monitors its employees, staff, and institutional practices to ensure their compliance with the standards of both ethical conduct and the law. Disregarding or failing to comply with this standard of business ethics and conduct could lead to disciplinary action, up to and including possible termination of employment.

**6.8 Conflicts of Interest.** Employees have an obligation to conduct business within guidelines that prohibit actual or potential conflicts of interest. This policy establishes only the framework within which the City and Borough of Wrangell wish the business of its employees to operate. The purpose of these guidelines is to provide general direction so that employees can seek further clarification on issues related to acceptable standards of operation. Transactions with all firms must be conducted within a framework established and controlled by the executive level of the City and Borough of Wrangell. Contact the Borough Manager for more information or with questions about conflicts of interest.

**6.8.1 General.** Business dealings with all firms should not result in unusual gains for those firms. Unusual gain refers to bribes, product bonuses, special fringe benefits, unusual price breaks, and other windfalls designed to ultimately benefit the employer, the employee, or both. Promotional plans that could be interpreted to involve unusual gain require specific executive-level approval.

**6.8.2 Instances in Which a Conflict of Interest Exists.** An actual or potential conflict of interest occurs when an employee can influence a decision that may result in personal gain for that employee or for a relative because of the City and Borough of Wrangell's business dealings. For the purposes of this policy, a relative is any person who is related by blood or marriage, or whose relationship with the employee is like that of persons who are related by blood or marriage. Personal

gain may result not only in cases where an employee or relative has a significant ownership in a firm with which the City and Borough of Wrangell does business, but also when an employee or relative receives any kickback, bribe, substantial gift, or special consideration because of any transaction or business dealings involving the City and Borough of Wrangell.

**6.8.3 Prohibition.** An employee shall not accept a gift, gratuity, consideration, or extraordinary favor from any person doing business with, or likely to do business with, the Borough when it may be reasonably inferred that the gift was intended to influence the employee's performance of his or her official duties. A gift for the purposes of this section includes any transfer or loan of property, or the provision of any services, for less than fair market value. An employee who has been offered a gift that, if accepted, would violate this section, shall immediately report to his or her Department Director any offer, promise or suggestion that such a gift be made. In the event that an offer is made to a Department Director, he or she shall report the same to the Borough Manager. Any person either offering or receiving such a gift, gratuity, consideration, or extraordinary favor is subject to criminal penalties prescribed by statutes. This section does not apply to the giving of ceremonial gifts of nominal value, or gifts received from an employee's family or ordinary circle of friends when not offered for a corrupt purpose.

**a. Examples of Appropriate Gifts.**

- i. Occasional gifts with a value of less than \$25.00 when given during holidays or other special occasions when gift-giving is customary as an expression of goodwill.
- ii. Meals or refreshments of reasonable value provided in connection with a proper business event or purpose, the expense of which, if paid by the Borough employee, would be reimbursable as a business expense.
- iii. Marketing or promotional material of nominal value, such as a pen or calendar.
- iv. Discount coupons for goods and services that are no greater than those generally available to the giver's other customers or clients.
- v. Gifts based upon family or personal relationships.

**b. Examples of Inappropriate Gifts.**

- i. Gifts with a value greater than \$25.00.
- ii. Cash in any amount.
- iii. Scarce or expensive tickets to athletic, musical, or cultural events.
- iv. Recreational trips, lodging, or the use of property for free or for a reduced cost.

**6.8.4 Mere Association Not Sufficient to Create Impermissible Conflict of Interest.** No "presumption of guilt" is created by the mere existence of a relationship with outside firms. However, if employees have any influence on transactions involving purchases, contracts, or leases, it is imperative that they disclose to an officer of the City and Borough of Wrangell as soon as possible the existence of any actual or potential conflict of interest so that safeguards can be established to protect all parties.

**6.8.5 Conducting Personal Business with or Involving the Borough.** An employee may not do business with the Borough without the advance approval of the Borough Manager. The Borough Manager will not approve an employee doing any business with the Borough that would constitute an impermissible conflict of interest. In addition to first obtaining the advance written approval of the Borough Manager, an employee who has a direct or indirect financial interest in any bid or proposal for a Borough contract shall disclose that interest by filing a written notice of the interest with the purchasing officer not less than ten (10) days before submission of the bid or proposal. No employee who has a direct or indirect financial interest in any bid or proposal for a Borough contract may participate in the Borough's decision to award the contract. Employees may not solicit or receive any form of compensation from any party other than the Borough in connection with the award of a Borough contract. An employee who has a direct or indirect financial interest in the sale of any land, materials, supplies or services to the Borough, or to a contractor supplying the Borough, shall disclose that interest in writing to the Borough Manager before the time that the Borough enters into a contract for the sale.

**6.9 Public Communications.** The Borough Manager is the designated spokesperson for the Borough. Other Borough employees may have duties listed in their job descriptions which require them to speak on the Borough's behalf in certain circumstances. Borough employees whose job descriptions do not explicitly authorize them to speak on the Borough's behalf may not do so without the Borough Manager's express authorization.

**6.10 Disclosure of Confidential Information.** The protection of confidential information is vital to the interests and the success of the Borough. Such confidential information may include but is not limited to: Confidential financial information received from a business, labor relation strategies, and medical records of employees or clients. Consequently, employees are prohibited from disclosing any confidential information to which they have access by virtue of their employment with the Borough without the express prior authorization of the

Borough Manager. Employees who are privy to confidential information may be required to sign a non-disclosure agreement as a condition of employment. Any employee who improperly discloses confidential information will be subject to disciplinary action, up to and including termination of employment, as well as legal action, even if they do not actually benefit from the information disclosed in violation of this section or any applicable non-disclosure agreement.

**6.11 Use of Borough Property.** Employees may be required to use Borough-owned equipment during their work duties that is expensive and may be difficult to replace. When using the Borough's property, employees are expected to exercise care, perform required maintenance, and follow all operating instructions, safety standards, and guidelines. In addition, employees must immediately notify a supervisor if any Borough-owned equipment, machines, or tools appear to be damaged, defective, or in need of repair. Prompt reporting of damage, defects, and the need for repairs could prevent deterioration of equipment and possible injury to employees or others. An employee should consult his or her supervisor regarding any questions about the employee's responsibility for maintenance and care of equipment used on the job. Employees who use Borough-owned equipment for their own personal use shall be in violation of this section and may face disciplinary action up to and including termination.

## **6.12 Use of Telephone and Mail System**

**6.12.1 Use of Telephone System.** Personal use of the Borough telephone system for long-distance and toll calls is not permitted. Employees should practice discretion when making local personal calls and may be required to reimburse the City and Borough of Wrangell for any charges resulting from their personal use of the telephone. To ensure effective telephone communications, employees should always speak in a courteous and professional manner. An employee should confirm information received from the caller and hang up only after the caller has done so.

**6.12.2 Use of Borough-Issued Cell Phones.** As a condition of employment, employees issued Borough cell phones are required to be accessible by these phones. Personal calls on the Borough's cell phones are to be kept to a minimum and employees are reminded that the IRS considers personal use of a Borough provided cell phone a taxable benefit. When an employee utilizes a Borough provided cell phone for personal calls, it is the employee's responsibility to reimburse the Borough accordingly for that use.

**6.12.3 Use of Personal Cell Phones for Borough Purposes.** Occasionally, in lieu of issuing a Borough-owned cell phone to an employee, the Borough will instead permit an employee to use their personal cell phone to conduct Borough business. Employees who are approved to use their personal cell phones to conduct Borough business are eligible to receive an allowance to offset the costs of the employee's voice and data plan in exchange for that use, at the rate established by the Borough in conjunction with its regular budgeting cycle.

To be eligible to receive the allowance authorized by this section, employees must submit the Allowance Form maintained by the Finance Department for this purpose, which must be approved by the Borough Manager.

Borough employees do not waive their right to privacy by accepting an allowance to fund a personal cell phone or smartphone that will be used in part for Borough business. All records relating to Borough business are public records, even though generated on personal equipment. Borough business records are subject to review and disclosure unless the Public Record Act permits or requires them to be withheld. Personal emails and call records are generally not public records; however, because business-related calls and emails could be intermingled with those that are personal, it is possible that a Borough official or a court could be required to review all records related to an individual employee's personal equipment to determine which are related to Borough business.

**6.12.4 Use of Borough Mail System.** The use of the Borough's pre-paid postage system for personal correspondence is not permitted.

**6.13 Use of Computers and Borough Email.** Computers and other electronic devices, computer files, the Borough's email system, internet access and software furnished to employees are the Borough property and are intended for business use. Employees should not use a password, access a file, or retrieve any stored communication without authorization. To ensure compliance with this policy, computer and email usage may be monitored. Computers furnished to employees are the property of the Borough. As such, computer usage and files may be monitored or accessed.

**6.13.1 Prohibited Uses.** The Borough strives to maintain a workplace free of harassment and is sensitive to the diversity of its employees. Therefore, the Borough prohibits the use of computers and the email system in ways that are disruptive, offensive to others, or harmful to morale. For example, the display or transmission of sexually explicit images, messages, and cartoons is not allowed. Other such misuse

includes, but is not limited to, ethnic slurs, racial comments, off-color jokes, or anything that may be construed as harassment or showing disrespect for others. Email may not be used to solicit others for commercial ventures, religious or political causes, outside organizations, or other non-business matters. The Borough purchases and licenses the use of various computer software for business purposes and does not own the copyright to this software or its related documentation. Employees may only use software on local area networks or on multiple machines according to the software license agreement. Only Borough employees are permitted to use Borough-owned computers and associated systems; however, this does not pertain to computers for public use such as at the library nor does it include technicians working on Borough computers with the knowledge of the Borough.

In addition, the Borough prohibits the illegal duplication of software and its related documentation. Employees are prohibited from reproducing such software for use on more than one computer without the express authorization of the Borough Manager. Employees should notify their immediate supervisor, or any member of management, upon learning of violations of this policy. Employees who violate this policy will be subject to disciplinary action, up to and including termination of employment.

**6.13.2 Right to Monitor Employee Use.** Although the Borough permits employees to make reasonable occasional personal use of such items, employees have no privacy interests in such use. Email and internet communications can be traced to the sender even after they have been “deleted”. In addition, the Borough may be required to produce email messages, internet communications, or other communications or information sent from, received by, or stored on such items, in connection with legal proceedings. The Borough may regularly review, audit, and download email messages, internet communications, or other communications or information sent from, received by, or stored on such items to ensure quality control, employee safety, security, or in connection with legal proceedings. Because the Borough is sensitive to the privacy concerns of its employees, every effort will be made to guarantee that workplace monitoring is done in an ethical and respectful manner. Employees can request access to information gathered through workplace monitoring that may impact employment decisions. Access will be granted unless there is a legitimate business reason to protect confidentiality or an ongoing investigation.

**6.14 Use of Borough Vehicles and Heavy Equipment.** Vehicles and heavy equipment essential

in accomplishing job duties are expensive and may be difficult to replace. When operating Borough-owned vehicles or heavy equipment, employees are expected to exercise care and follow all operating instructions, safety standards, and guidelines. An employee whose work requires driving motor vehicles must possess a valid State of Alaska driver's license, with an acceptable driving record. An acceptable driving record means that the employee has not had their license suspended, revoked, canceled, or violated state, local, or federal law relating to a serious traffic accident, or whatever other qualities are deemed appropriate by the immediate supervisor. The Borough shall reimburse employees for the cost of job-required renewal of commercial driving endorsements, including any required physical examinations. Any employee who does not hold a valid driver's license will not be allowed to operate a Borough vehicle until such time as a valid license is obtained. Employees must immediately report any suspension, revocation, or restriction of driving privileges to their supervisor. Failure to do so may result in disciplinary action against the employee. The improper, careless, negligent, destructive, or unsafe use or operation of equipment or vehicles, as well as excessive or avoidable traffic and parking violations, can result in disciplinary action, up to and including termination of employment. Any traffic tickets will be paid for by the employee and reported to the immediate supervisor.

**6.14.1 Personal Use Prohibited.** Borough-owned vehicles and heavy equipment are not to be used for personal use. The improper, careless, negligent, destructive, or unsafe use or operation of vehicles or heavy equipment, as well as excessive or avoidable traffic and parking violations, can result in disciplinary action, up to and including termination of employment.

**6.14.2 Duty to Notify Borough of Damage.** Employees must notify a supervisor or the Borough Manager if any vehicles or heavy equipment appear to be damaged, defective, or in need of repair. Prompt reporting of damage, defects, and the need for repairs could prevent deterioration of equipment and possible injury to employees or others. Questions regarding an employee's responsibility for maintenance and care of vehicles or heavy equipment used on the job should be directed to the employee's supervisor or the Borough Manager. Employees may be required to submit to testing as part of the accident investigation process.

**6.15 Workplace Safety.** To assist in providing a safe and healthy work environment the City and Borough of Wrangell provides information to employees about workplace safety and health issues through regular internal communication channels such as supervisor-employee meetings, bulletin board postings, memos, Employee Portal news, email, or other written or electronic communications.

**6.15.1 Compliance with Safety Standards.** Each employee is expected to obey safety rules and to exercise caution in all work activities. Employees must immediately report any unsafe condition to the appropriate supervisor. Employees who violate safety standards, who cause hazardous or dangerous situations, or who fail to report, or where appropriate, remedy such situations, may be subject to disciplinary action, up to and including termination of employment.

**6.15.2 Duty to Report Work-Related Illnesses and Injuries.** In the case of accidents that result in injury or property damage, regardless of how insignificant the injury or damage may appear, employees should immediately notify the appropriate supervisor. Such reports are necessary to comply with laws and initiate insurance and workers' compensation benefits procedures.

**6.16 Smoking.** In keeping with the City and Borough of Wrangell's intent to provide a safe and healthful work environment, smoking is prohibited throughout the workplace, including Borough vehicles. Per AS 18.35.301, smoking is prohibited within 20 feet of all City and Borough of Wrangell facilities. This is punishable by a fine of up to \$50.00 and may lead to disciplinary action, up to and including termination. This policy applies equally to all employees, contractors, and visitors.

**6.17 Drug and Alcohol-Free Workplace.** It is the City and Borough of Wrangell's policy to provide a drug-free, healthful, and safe workplace. Employees with questions or concerns about substance dependence or abuse are encouraged to discuss these matters with their supervisor, the Borough Manager or designee to receive assistance or referrals to appropriate resources in the community.

**6.17.1 General Prohibition.** In accordance with the Drug-Free Workplace Act of 1988, and to promote awareness among employees, the Borough informs all its employees that drug or alcohol abuse in the workplace creates a dangerous environment for the employee engaged in the drug or alcohol abuse and endangers the health, safety and welfare of all employees and other persons. It is the Borough's policy to maintain a workplace free of the influence or use of drugs and alcohol. The unauthorized use, possession, manufacture, distribution or sale of alcohol or an illegal drug, controlled substance, or drug paraphernalia on or in Borough-owned property (including Borough-supplied vehicles), while conducting any Borough business whether on or off Borough property, or at any time during working hours, are strictly prohibited. No employee may report for duty or be on duty while under the influence of controlled substances or alcohol. All employees, including those who are subject to drug and alcohol testing only upon reasonable

cause, must comply with this prohibition. Actions may be taken against employees for violation of this policy, up to and including termination of employment.

**6.17.2 Scope of Prohibition.** For the purposes of this policy, the terms “*controlled substance*” and “*drug*” means any Controlled Substance listed in schedules I through V of Section 202 of the Controlled Substances Act (21 U.S.C. § 812), and as further defined by federal regulations (21 C.F.R. 1308.11 – 1308.15). This list includes, but is not limited to, marijuana, heroin, PCP, cocaine, and amphetamines. The term “alcohol” shall mean ethanol, isopropanol, or methanol.

**6.17.3 Authorized Use of Prescribed Medication.** The legal use of prescribed drugs is permitted on the job so long as: (1) the employee holds a current prescription for the drug issued by a licensed health care provider; and (2) it does not impair the employee's ability to perform the essential functions of his or her job effectively and in a safe manner that does not endanger other individuals in the workplace.

**6.17.4 Drug and Alcohol Testing.** 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 other intoxicants while on the job may pose serious safety and health risks. To help ensure a safe and healthy working environment, the Borough may request employees to provide body substance samples (e.g., breath, blood and/or urine) from any employee under the circumstances described below. The Borough shall bear all costs related to the drug/alcohol testing. The testing agency shall be informed that results of the drug/alcohol testing shall be provided directly to the Borough Manager or designee as expeditiously as possible. The employee may request a copy of the results. An employee has the right to request and obtain from the employer, within five days, the written results of a drug test so long as the request is made before six months have passed since the test. If the result of the drug test is positive, employees have the right under state law to a confirmatory drug test to be reviewed by a licensed physician or doctor of osteopathy. The failure of an employee to submit to an alcohol or drug test shall be grounds for discipline that may include termination. The results of the alcohol or drug test shall not be used by the Borough for any purpose other than to determine adherence to Borough policy, to discipline an employee whenever necessary, and to comply with applicable terms of this policy. Employees have a right to explain any positive test result. An employee must file a request in writing to explain the result within ten (10) working days of notification of a positive result. Then, the employer will provide an opportunity within seventy-two (72) hours to explain the result.

- a. Post-Accident Testing.** Employees who are involved in an accident while on duty, whether on or off the employer's premises, may be required to submit to testing as part of the accident investigation process. Subject to any limitations imposed by law, a refusal to provide a body substance sample under the conditions described above may result in disciplinary action, up to and including termination. Questions concerning this policy, or its administration should be directed to the Borough Manager
  
- b. Fitness for Duty Testing.** The Borough may require employees to undergo drug testing if significant and observable changes in employee performance, appearance, behavior, speech, etc., provide reasonable suspicion that the employee is under the influence of drugs or alcohol during working hours. A fitness-for-duty evaluation may include the testing of a body substance sample. Subject to any limitations imposed by law, a refusal to provide a body substance sample under the conditions described above may result in disciplinary action, up to and including termination of employment. Questions concerning this policy, or its administration should be directed to the Borough Manager.
  
- c. Operators of Commercial Motor Vehicles.** All employees and job applicants whose job requires them to operate a Commercial Motor Vehicle (CMV) on a public road and who hold a Commercial Driver's License (CDL) are subject to drug and alcohol testing, including randomized testing, as required by federal law pursuant to Code of Federal Regulations, 49 CFR Part 382, et. al, Subpart F, "Drug and Alcohol Use and Testing" Federal Highway Administration (FHWA) and the Omnibus Transportation Employee Testing Act of 1991.

**6.17.5 Violations.** Violations of this policy may lead to disciplinary action, up to and including immediate termination of employment, and/or required participation in a substance abuse rehabilitation or treatment program. Such violations may also have legal consequences.

**6.17.6 Employee Resources.** Employees with drug or alcohol problems that have not resulted in, and are not the immediate subject of, disciplinary action may request approval to take unpaid time off to participate in a rehabilitation or treatment program through the City and Borough of Wrangell's health insurance benefit coverage. Leave may be granted if the employee agrees to abstain from use of the problem substance; abides by all the City and Borough of Wrangell's policies, rules, and prohibitions relating to conduct in the workplace; and if granting the

leave will not cause the City and Borough of Wrangell any undue hardship. Under the Drug-Free Workplace Act, an employee who performs work for a government contract or grant must notify the City and Borough of Wrangell of a criminal conviction for drug-related activity occurring in the workplace. The report must be made within five days of the conviction. Employees with questions on this policy or issues related to drug or alcohol use in the workplace should raise their concerns with their supervisor or the Borough Manager without fear of reprisal.

**6.18 Social Networking and Media.** The Borough takes no position on an employee's decision to start or maintain a blog or participate in other social networking activities. The Borough respects the right of employees to use blogs and social networking sites as a medium of self-expression and public conversation and does not discriminate against employees who use these media for personal interests and affiliations or other lawful purposes. However, it is the right and duty of the Borough to protect itself from unauthorized disclosure of information. The Borough's social networking policy includes rules and guidelines for company-authorized social networking and personal social networking. Employees are personally responsible for their commentary on blogs and social networking sites and can be held personally liable for commentary that is considered defamatory, obscene, proprietary, or libelous by any offended party, including statements regarding the Borough. The Borough investigates and responds to all reports of violations of the social networking policy and other related policies and may take legal action where necessary against any employee who engages in prohibited or unlawful conduct. An employee who has questions relating to this policy, a personal blog or social networking should ask the Borough Manager or supervisor.

**6.18.1 Scope of Policy.** Blogging and other forms of social media or technology include, but are not limited to, YouTube and other video sites, Wiki sites, sites such as Facebook, Pinterest, Tumblr, TikTok, and Twitter, chat rooms, industry chat boards, personal blogs and other similar forms of online journals, diaries and personal newsletters not affiliated with the Borough. Unless specifically instructed, employees are not authorized to speak on behalf of the Borough.

**6.18.2 Prohibited Conduct.** Online conduct that violates provisions of this handbook, adversely affects the working conditions and/or work performance of any employee, breaches confidentiality, violates the reasonable expectation of privacy for the Borough's employees, officials, or residents, or otherwise reflects poorly upon the Borough, may be grounds for discipline, up to and including termination. Employees may not use Borough equipment, including computers, company-licensed software or other electronic equipment, nor facilities, internet access or company time, to conduct personal blogging or social networking activities.

Employees may not use blogs or social networking sites to harass, threaten, discriminate, or disparage any employee or anyone associated with or doing business with the Borough.

**6.18.3 Representations on Behalf of the Borough.** Any employee who chooses to identify him/herself as a Borough employee must understand that some readers may view the employee as a spokesperson for the Borough. Because of this possibility, an employee who identifies him/herself as a Borough employee must take such precautions as may be reasonably necessary to ensure that readers understand that the views expressed in any blog or social network are the employee's own and not those of the Borough, nor of any other person or organization affiliated or doing business with the Borough. Employees may not post on personal blogs or other sites the name, trademark or logo of the Borough or any business with a connection to the Borough. Employees may not post company-privileged information, including any copyrighted, trademarked, proprietary information or company-issued documents.

**6.18.4 Reporting Violations.** The Borough strongly urges employees to report any violation, or possible or perceived violation, of this section to a supervisor or the Borough Manager. Violations include discussions of the Borough and its employees and members, any discussion of proprietary information and any unlawful activity related to blogging or social networking.

**6.19 Workplace Violence.** The City and Borough of Wrangell is committed to preventing workplace violence and to maintaining a safe work environment and has adopted the following guidelines to address the issues of harassment, intimidation, retaliation, discrimination, or other threats of or actual violence that may occur during business hours or on its premises.

**6.19.1 Courtesy.** All employees, including supervisors, contractors, and temporary employees, should be treated with courtesy and respect at all times. Employees are expected to refrain from fighting, "horseplay," or other conduct that may be dangerous to others.

**6.19.2 Prohibited Conduct.** Conduct that threatens, intimidates, or coerces another employee, a customer, or a member of the public at any time, including off-duty periods, will not be tolerated. This prohibition includes all acts of harassment, including harassment that is based on an individual's gender, gender identity, race, marital status, sexual orientation, ancestry, national origin, religion, age, or any characteristic protected by federal, state, or local law.

**6.19.3 Reporting Violations.** Employees should report all threats of actual violence, both direct and indirect, to their immediate supervisor or any other member of management as soon as possible. This includes threats by employees, as well as threats by customers, vendors, solicitors, or other members of the public. When reporting a threat of violence, they should be as specific and detailed as possible. All suspicious individuals or activities should also be reported as soon as possible to a supervisor. Employees should not place themselves in peril. If they see or hear a commotion or disturbance near their workstation, employees should not try to intercede or see what is happening.

The City and Borough of Wrangell also encourages employees to bring their disputes or differences with customers or other employees to the attention of their supervisors or the Borough Manager before the situation escalates. The City and Borough of Wrangell is eager to assist in the resolution of employee disputes and will not discipline employees for raising such concerns.

**6.19.4 Investigations.** The City and Borough of Wrangell will promptly and thoroughly investigate all reports of threats of or actual violence and of suspicious individuals or activities. The identity of the individual making a report will be protected as much as is possible. To maintain workplace safety and the integrity of its investigation, the City and Borough of Wrangell may suspend employees, either with or without pay, pending investigation. Any employee determined to be responsible for threats of or actual violence or other conduct that is in violation of these guidelines will be subject to prompt disciplinary action up to and including termination of employment.

**6.20 Prevention of Domestic Violence.** The City and Borough of Wrangell is committed to providing a workplace in which the perpetration of domestic violence is neither tolerated nor excused. Any physical assault, threat, or stalking behavior made by an employee is a serious violation of this policy. This policy applies not only to acts against other employees, but to acts against all other people. Employees found to have violated this policy will be subject to disciplinary action, up to and including termination.

**6.20.1 Early Prevention Strategy.** The City and Borough of Wrangell will use early prevention strategies to avoid or minimize the occurrence and effects of domestic violence in the workplace. Support and assistance are available to employees who are survivors of domestic violence. This support may include confidential means for coming forward for help, resource and referral information, additional security

at the workplace, work schedule adjustment or relocation, or leave necessary to obtain medical, counseling, or legal assistance. Other appropriate assistance will be provided on individual need.

**6.20.2 Response by Borough.** In all responses to domestic violence, the City and Borough of Wrangell will respect the confidentiality and autonomy of the adult survivor to direct her or his own life, to the fullest extent permitted by law. The HR Representative will have a complete listing of local services that are available to victims of domestic violence. The City and Borough of Wrangell will ensure that all supervisors, Department Directors, and employees are aware of possible warning signs of an abuse victim, such as unexplained bruises, changes in attitude or performance, lack of concentration, increased or unexplained absences, depression or heightened anxiety, receipt of harassing telephone calls, and disruptive personal visits to the workplace. Additionally, all supervisors, Department Directors, and employees will have available that which is necessary in safety planning and the handling of emergencies, such as an offender showing up at the workplace, armed and threatening the victim and coworkers.

To the extent possible, employees will have a reasonable amount of time off to obtain a protective order, testify in the criminal trial, move, or otherwise attend to emergency needs in a case involving domestic abuse.

**6.21 Protection for Whistleblowers.** In compliance with the requirements of AS 39.90.100, the City and Borough of Wrangell will not discharge, threaten, demote, or otherwise discriminate against an employee regarding the employee's compensation, terms, conditions, location, or privileges of employment for any reason pertaining to an employee's good faith report to a public body on a matter of what the employee reasonably believes to be public concern, or an employee's participation in a court action, investigation, hearing, or inquiry held by a public body on a matter of what the employee reasonably believes to be public concern.

**6.22 Visitors in the Workplace.** To provide for the safety and security of employees and the facilities of the City and Borough of Wrangell, only authorized visitors are allowed in the workplace. Restricting unauthorized visitors helps maintain safety standards, protects against theft, ensures security of equipment, protects confidential information, safeguards employee welfare, and avoids potential distractions and disturbances. Employees from time to time may have to be contacted at their work location by a visitor. When this does occur, the visitor should be escorted to an area that is safe and does not interfere with the work of other employees. These visits should be brief and should be discouraged. Disciplinary action may occur if this section is abused. If an unauthorized individual is observed on the City and

Borough of Wrangell's premises, employees should immediately notify their supervisor or, if necessary, direct the individual to the main entrance.

**6.23 Security Inspections.** The City and Borough of Wrangell wishes to maintain a work environment that is free of illegal drugs, alcohol, explosives, or other improper materials. To this end, the City and Borough of Wrangell prohibits the possession, transfer, sale, or use of such materials on its premises and requires the cooperation of all employees in administering this policy. Desks, lockers, and other storage devices may be provided for the convenience of employees but remain the sole property of the City and Borough of Wrangell. Accordingly, any agent or representative of the City and Borough of Wrangell, with the Borough Manager's permission, may at any time inspect them, either with or without prior notice.

**6.24 Life-Threatening Illnesses in the Workplace.** Employees with life-threatening illnesses, for example cancer, major organ disease, and HIV, often wish to continue their normal pursuits, including work, to the extent allowed by their condition. The City and Borough of Wrangell supports these endeavors if employees can meet acceptable performance standards. As in the case of other disabilities, the Borough will provide reasonable accommodations in accordance with all legal requirements, to allow qualified employees with life-threatening illnesses to perform the essential functions of their jobs. Medical information regarding individual employees is treated confidentially. The Borough will take reasonable precautions to protect such information from inappropriate disclosure. Managers and other employees have a responsibility to respect and maintain the confidentiality of employee medical information. Anyone inappropriately disclosing such information is subject to disciplinary action, up to and including termination of employment. Employees with questions or concerns about life-threatening illnesses are encouraged to contact the Borough Manager for information and referral to appropriate services and resources.

## CHAPTER 7 - DISCRIMINATION AND HARASSMENT

**7.1 Equal Opportunity Employer.** The City and Borough of Wrangell is an equal opportunity employer, and its intent is to provide equal employment and advancement opportunities to all individuals, applicants and employees, and to maintain a work environment that is free of harassment, intimidation, discrimination, or retaliation- due to age, race, color, national origin, ancestry, religion, gender, gender identity, sexual orientation, physical or mental disability, veteran status, or any other status protected by federal, state, or local laws. The City and Borough of Wrangell is dedicated to the fulfillment of this policy regarding all aspects of employment, including, but not limited to, recruiting, hiring, placement, transfer, training, promotion, rates of pay, and other compensation, termination, and all other terms, conditions, and privileges of employment. So long as it does not pose a direct threat to the concerned individual or to others in the workplace, the City and Borough of Wrangell will reasonably accommodate qualified individuals with disabilities to allow them to perform the essential functions of their jobs.

**7.2 Disability Accommodations.** The Borough is committed to complying fully with the requirements of the Americans with Disabilities Act (ADA), as amended by the ADA Amendment Act of 2008 (ADAAA), the Alaska Human Rights Act, and all other federal, state and local laws that ensure equal opportunity in employment for qualified persons with disabilities, and to act in accordance with the regulations and guidance issued by the Equal Employment Opportunity Commission (EEOC). Furthermore, it is our policy not to discriminate against qualified individuals with disabilities regarding application procedures, hiring, advancement, discharge, compensation, training, or other terms, conditions, and privileges of employment. All employment practices and activities are conducted on a non-discriminatory basis. This policy is neither exhaustive nor exclusive. The Borough is committed to taking all other actions necessary to ensure equal employment opportunity for persons with disabilities in accordance with the ADA and all other applicable federal, state, and local laws. This policy is neither exhaustive nor exclusive. The Borough is committed to taking all other actions necessary to ensure equal employment opportunity for persons with disabilities in accordance with the ADA and all other applicable federal, state, and local laws.

**7.2.1 General.** The Americans with Disabilities Act (ADA) and the Americans with Disabilities Amendments Act, known as the ADAAA, are federal laws that require employers with 15 or more employees to refrain from engaging in acts and practices that discriminate against applicants and individuals with disabilities and, when needed, to provide reasonable accommodations to applicants and employees who are qualified for a job, with or without reasonable

accommodations, so that they may perform the essential job duties of the position.

**7.2.2 Workplace Accommodations.** The City and Borough of Wrangell will grant reasonable accommodations for qualified employees with a disability so that they can perform the essential functions of a job unless doing so causes a direct threat to these individuals or others in the workplace and the threat cannot be eliminated by reasonable accommodation and/or if the accommodation creates an undue hardship to the Borough. Employees should contact their Department Director with any questions or requests for accommodation.

**7.2.3 ADA Grievance Procedure.** This grievance procedure is established to meet the requirements of the ADA. It may be used by anyone who wishes to file a complaint alleging discrimination based on disability in the provision of services, activities, programs, or benefits by the City and Borough of Wrangell. Other portions of this Personnel Policy govern employment-related complaints of disability discrimination.

The complaint should be in writing and contain information about the alleged discrimination such as the name, address, and phone number of the complainant and the location, date, and description of the problem. Alternative means of filing complaints, such as personal interviews or a tape recording of the complaint, will be made available for persons with disabilities upon request.

The complaint should be submitted by the grievant or his or her designee as soon as possible but no later than sixty (60) days after the alleged violation to the ADA Coordinator. Within fifteen (15) calendar days after receipt of the complaint, the ADA Coordinator or his or her designee will meet with the complainant to discuss the complaint and the possible resolutions. Within fifteen (15) calendar days of the meeting, the ADA Coordinator or designee will respond in writing, and where appropriate, in a format accessible to the complainant, such as large print, Braille, or audio tape. The response will explain the position of the City and Borough of Wrangell and offer options for substantive resolution of the complaint.

If the response by the ADA Coordinator or designee does not satisfactorily resolve the issue, the complainant or his or her designee may appeal the decision within fifteen (15) calendar days after receipt of the response to the Borough Manager

designee. Within fifteen (15) calendar days after receipt of the appeal, the Borough Manager or designee will meet with the complainant to discuss the complaint and possible resolutions. Within fifteen (15) calendar days after the meeting, the Borough Manager or designee will respond in writing, and, where appropriate, in a format accessible to the complainant, with a final resolution of the complaint.

All written complaints received by the ADA Coordinator designee, appeals to the Borough Manager or designee, and responses from these two offices will be retained by the City and Borough of Wrangell for at least three years.

This policy is neither exhaustive nor exclusive. The City and Borough of Wrangell is committed to taking all other actions necessary to ensure equal employment opportunity for persons with disabilities in accordance with the ADA and all other applicable federal, state, and local laws.

**7.3 Policy Against Harassment, Retaliation, and Discrimination.** The City and Borough of Wrangell is committed to providing a work environment that is free from all forms of harassment, intimidation, retaliation, and discrimination. Actions, words, jokes, or comments based on an individual's gender, gender identity, race, color, national origin, age, religion, disability, sexual orientation, or any other legally protected characteristic is considered harassment and discrimination. Against these, the Borough has a zero-tolerance policy. Employees found to have taken actions inconsistent with, or in violation of, the Borough's Equal Employment Opportunity and Anti-Harassment policies, or this policy, shall be subject to disciplinary action, up to and including termination of employment. Additionally, managers and supervisors who knowingly permit activity prohibited by this policy to occur without further action will be subject to disciplinary action, up to and including termination.

**7.3.1 Harassment, Defined.** Harassment is defined as unwanted communication and/or conduct by a supervisor, coworker or non-employee in the workplace which threatens, intimidates, offends, creates a hostile working environment or adversely affects the employment relationship or working environment for an employee or applicant for employment and is based on the employee or applicant's race, color, religion, sex, gender, sexual orientation, national origin, age, disability, marital status, changes in marital status, pregnancy, parenthood, or genetic information. Harassment may include slurs, abusive language, threats, derogatory comments, unwelcome jokes, teasing and other such verbal or physical conduct.

**7.3.2 Sexual Harassment.** Sexual harassment is a form of harassment. The Borough is committed to providing its employees and applicants for employment an environment free from unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct or communication constituting sexual harassment. Sexual harassment is misconduct that is offensive, interferes with work productivity or deprives employees of the opportunity to work in an environment free from unsolicited and unwelcome sexual overtones. Sexual harassment includes all unwelcome sexual advances and sexually oriented communication, requests for sexual favors and other such verbal or physical misconduct. Sexual harassment does not refer to casual conversation or compliments of a socially acceptable nature. Sexual harassment is a violation of the law.

**a. Forms of Sexual Harassment.** Sexual harassment includes unwelcome sexual advances, requests for sexual favors, and other verbal, visual, written, or physical conduct of a sexual nature when:

- i. Submission to such conduct is made either explicitly or implicitly on a term or condition of an individual's employment.
- ii. Submission to or rejection of such conduct by an individual is used as the basis for an employment decision affecting such individual.
- iii. Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

**b. Examples of Sexual Harassment.** Sexual harassment may include, but is not limited to:

- i. Sexual or suggestive comments, gestures, pictures, or jokes.
- ii. Sexual propositions or innuendo.
- iii. Sexist remarks.
- iv. Patting, pinching, grabbing or other unwanted touching; Unwanted sexual advances.
- v. Unwanted staring or leering.
- vi. Granting or promising to grant employment benefits or opportunities because of an individual's submission to sexual advances or sexual favors.
- vii. Harassment not of a sexual nature directed against an individual that concerns the individual's gender.

c. **Applicability.** This policy against sexual harassment applies to the conduct of a supervisor toward a subordinate; an employee toward another employee; an employee toward a non-employee; a non-employee, such as a member of the community seeking Borough services, volunteers, contractors, or business visitors toward an employee; or an employee toward an applicant for employment.

**7.3.3 Intimidation.** Intimidation, also called workplace bullying, happens when a co-worker, supervisor, or direct report uses physical threats, blackmail, or verbal abuse to manipulate an employee for professional or personal advantage. It can occur over time, and can negatively affect employees, customers, and workplace atmospheres. Intimidation will not be tolerated in the City and Borough of Wrangell workplaces.

**7.3.4 Retaliation.** The City and Borough of Wrangell prohibits retaliation even if the concerns raised are not confirmed following an investigation. However, an employee may be subject to adverse action if the employee knowingly made a false allegation, provided false or misleading information during an investigation, or otherwise acted in bad faith. This non-retaliation policy does not exempt employees from the consequences of their own misconduct or inadequate performance, and self-reporting such issues is not protected.

**7.3.5 Complaint Procedure.** Individuals who believe they have been discriminated against or harassed in any way or are aware of activities occurring in the workplace that might constitute discrimination or harassment, must report the perceived discrimination or harassment immediately to an immediate supervisor, the Borough Manager, or any other manager-level Borough staff member to whom the individual feels comfortable speaking with. In addition, any supervisor or Department Head who becomes aware of possible harassment, intimidation, retaliation, or discrimination must immediately advise the Borough Manager so it can be investigated in a timely and confidential manner. Anyone engaging in harassment, intimidation, retaliation, or discrimination will be subject to disciplinary action, up to and including termination of employment.

a. **Investigation by Borough.** All allegations will be quickly and discreetly investigated. To the extent possible, confidentiality and that of any witnesses and the alleged harasser will be protected against unnecessary disclosure. When the investigation is completed, the accuser will be informed of the outcome of the investigation.

**7.4 Sexual Misconduct.** The City and Borough of Wrangell will not tolerate and will seek to eradicate any behavior by its employees, contractors, or volunteers that constitutes sexual misconduct.

**7.4.1 Sexual Misconduct, Defined.** Sexual misconduct means any actual or attempted criminal sexual assault, sexual abuse, sexual exploitation, indecent or sexual solicitation, or public indecency. Sexual misconduct does not include sexual harassment, which is addressed in another policy.

**7.4.2 Reporting Sexual Misconduct.** Victims of sexual misconduct, and their parents or guardians in the case of minors, are encouraged to report such conduct. This policy shall be made available to all employees. Any incident of sexual misconduct must be reported as quickly as possible, in confidence. Employees and volunteers shall report any known or suspected incident of sexual misconduct to their direct supervisor, the Borough Manager, or the HR Representative. If the report is made to the supervisor, that individual shall notify the HR Representative. If the person to whom an employee or volunteer is directed to report is the offending person, the report should be made to the HR Representative, the local police, or the Alaska Department of Health & Social Services, Office of Children's Services in the case of a minor.

**7.4.3 Procedure Upon Receipt of Report.** It is not the responsibility of the person reporting to determine whether the suspicions are correct, or to investigate those suspicions. According to state law, any case of known or suspected child abuse of a minor must be reported immediately to the HR Representative, a police officer, or the Alaska Department of Health & Social Services, Office of Children's Services. In the event that the HR Representative is the first notified of an incident of known or suspected child abuse, he or she shall immediately notify the child's parent or legal guardian, unless the parent or legal guardian is the alleged abuser. The appropriate legal authorities shall be notified immediately as required by state and local law. All formal complaints will be given a full, impartial, and timely investigation. During such investigation, while every effort will be made to protect the privacy rights of all parties, confidentiality cannot be guaranteed.

**7.4.4 False Accusation Prohibited.** False accusations regarding sexual misconduct will not be tolerated, and any person knowingly making a false accusation will be subject to disciplinary action up to and including termination.

- 7.4.5 Retaliation Prohibited.** The City and Borough of Wrangell will not tolerate retaliation and will discipline any individual who retaliates against any person who reports alleged sexual misconduct or who retaliates against any person who testifies, assists, or participates in an investigation, a proceeding or a hearing relating to sexual misconduct complaint. Retaliation includes, but is not limited to, any form of intimidation, reprisal, or harassment.
- 7.4.6 Administrative Suspension During Investigation.** Any employee or volunteer involved in a reported incident of sexual misconduct may be immediately relieved of responsibilities, or may be suspended, as determined by the Borough Manager. Reinstatement will occur only after all allegations of sexual misconduct have been cleared by the organization.
- 7.4.7 Borough Recourse.** Any employee, contractor or volunteer who is determined, after an investigation, to have engaged in sexual misconduct in violation of this policy will be subject to disciplinary action, up to and including termination.

## CHAPTER 8 - EMPLOYEE DISCIPLINE

**8.1 General Statement of Policy.** If a regular employee fails to comply with any of the policies in the Employee Handbook, that employee will be subject to disciplinary action up to and including termination.

**8.2 Grounds for Discipline.** It is impossible to provide an exhaustive list of the actions that may be sufficient to warrant employee discipline. Some of the reasons that an employee may be disciplined include, but are by no means limited to:

- a. Damaging, destroying, or misusing of public property.
- b. Unsatisfactory, incompetent, inefficient, or negligent performance of assigned duties.
- c. Insubordination, use of profanity, or displaying an ungovernable or bad temper.
- d. Any acts or omissions which constitute felonies or misdemeanors.
- e. Off-duty misconduct which reflects unfavorably upon the employee's suitability for public employment.
- f. Excessive absenteeism or tardiness, unauthorized absences, or failure to return from a leave without pay on or before the designated date.
- g. Abuse of leave privileges.
- h. Failure to abide by WMC 3.04.112 or any other federal, state, or local law or regulation governing conflicts of interest.
- i. Acceptance of any valuable consideration given in the expectation of influencing the employee in the performance of the employee's duties<sup>3</sup>
- j. Untruthfulness, dishonesty, or falsification of records including, but not limited to, the employment application and Immigration and Naturalization Service Form I-9.
- k. Improper use of the employee's position for personal advantage.
- l. Uncivil, discourteous, disruptive, or disrespectful behavior towards co-workers, supervisors, or the public.
- m. Willfully disobeying the orders of a supervisor.
- n. Failure to comply with these Personnel Rules or other administrative rules or standards, or other applicable federal, state, or local laws or regulations.
- o. Use or consumption of, or being under the influence of, alcoholic beverages, illicit drugs, when reporting to work or while on duty.

**8.3 Progressive Disciplinary System.** By using progressive discipline, the Borough intends that most disciplinary issues will be corrected at an early stage, benefiting both the employee and the Borough. However, the Borough is not required to address employee performance issues using progressive discipline, and if it elects to do so, it may begin with the disciplinary action

that it, in its sole discretion, determines is warranted based upon the totality of the circumstances.

**8.3.1 Forms of Discipline.** Progressive discipline means that, with respect to most disciplinary problems, the Borough will elect to follow the following steps:

**a. Verbal Warning.** If an employee's infraction is minor, isolated, or the circumstances otherwise do not warrant a more serious response, an employee may be issued an oral reprimand. In administering this step, a supervisor will hold a private discussion with the employee in which the supervisor explains which of the employee's behaviors have violated Borough policy and coaches the employee on how to correct that behavior. The Borough maintains a record to document the discussion, although this documentation will not be placed in the employee's personnel file.

**b. Formal Written Reprimand.** If the Borough, in its sole discretion, determines that an employee's violation is greater in severity than that justifying merely a verbal warning, or the employee has already received a verbal warning regarding the same or any other violation, the employee may be issued a formal written reprimand. It shall clearly set out the policies that have been violated, explain what the employee should have done differently, provide a timeline for correcting the infraction, if applicable, and explain which disciplinary steps may be taken if the employee commits other violations. The written reprimand should be signed by the employee, who shall retain a copy, and be placed in the employee's personnel file. If the employee chooses not to sign the written reprimand, the supervisor shall write "employee refused to sign" on the employee's signature line, provide a copy for the employee, and place the reprimand in the employee's personnel file.

**c. Formal Disciplinary Meeting.** This step calls for the employee to attend a formal disciplinary meeting with their supervisor and/or their Department Director, along with the Borough Manager or other Human Resources staff. The employee will be presented with a full explanation of the allegations against them and will be provided an opportunity to explain or otherwise justify their actions. If unsuccessful, the employee will again receive a written record of the action that clearly sets out the policies that the employee has violated, provides a timeline for correcting the infraction, and explain which disciplinary steps may be taken if the employee commits other violations. This written record may be in the form of a Performance Improvement Plan. If necessary, the Borough Manager or HR Representatives designee will investigate any concerns the employee raises during the meeting. The formal

disciplinary document should be signed by the employee, who shall retain a copy, and placed in their personnel file. If the employee chooses not to sign, the supervisor shall write “employee refused to sign” on the employee’s signature line, provide a copy for the employee, and place the reprimand in the employee’s personnel file.

**d. Suspension With or Without Pay; Demotion; Reassignment; or Termination.** If an employee has a documented history of repeatedly failing to meet performance standards, or has engaged in misconduct that is severe, pervasive, or egregious, the employee may be suspended with or without pay, demoted, reassigned, or involuntarily terminated. These disciplinary actions will be applied uniformly and fairly, but the specific penalty that is applied is subject to the Borough’s discretion and will depend on the nature of the employee’s offense and the employee’s disciplinary record. Any penalties imposed pursuant to this section must be administered according to the procedures set forth in Section 8.4. A record of any action taken pursuant to this section shall be documented and made a part of the employee’s personnel file. The Borough must consult with the Borough Attorney prior to imposing discipline authorized by this subsection.

**8.4 Pre-Deprivation Procedures.** Except for temporary, confidential/managerial, and contract employees, who are employed at will and to whom these procedures are inapplicable, the Borough will apply the following procedures for discipline involving an employee’s suspension with or without pay, demotion, reassignment, or involuntarily termination.

**8.4.1 Written Notice.** Prior to taking the disciplinary action, the employee’s supervisor or Department Director shall give written notice that the Borough intends to suspend with or without pay, demote, reassign, or involuntarily terminate the employee for disciplinary reasons. Such notice shall describe with specificity the allegations against the employee; state the ways in which such allegations violate the Borough’s employee policies; notify the employee of the disciplinary actions that are being contemplated; explain that the employee has a right to request a pre-deprivation hearing within five (5) business days; explain that the employee’s failure to do so will effectively waive any such right; and provide an overview of the pre-deprivation hearing procedures.

**8.4.2 Request for Pre-Deprivation Hearing.** Employees who receive a written notice under this section are entitled to a pre-deprivation hearing only if requested within five (5) business days of that notice, and they must submit a written request for a pre-deprivation hearing to the Borough Manager. The written request must explain why the employee believes that the proposed action is improper or

unwarranted under the circumstances. If the employee fails to submit a written request for a pre-deprivation hearing, the employee will be considered to have knowingly waived any right or entitlement to a pre-deprivation hearing and the procedures described in this section.

#### **8.4.3 Pre-Deprivation Hearing Procedures.**

- a. Hearing Officers.** The Borough Manager will select three (3) Department Directors to serve as permanent hearing officers to conduct pre-deprivation hearings under this section. The Borough Manager will select one (1) additional Department Director to serve as an alternate hearing officer. The alternate hearing officer will participate in a pre-deprivation hearing if one of the three permanent hearing officers is unavailable to participate, supervises the employee who requested the hearing, or determines that he or she cannot be fair and impartial under the circumstances. The Borough Manager will select one of the permanent hearing officers to serve as the Chairperson. The Chairperson will preside over pre-deprivation hearings and make determinations regarding the manner in which the hearing is conducted.
- b.** Upon receipt of an employee's written request for a pre-deprivation hearing, the Borough Manager shall notify the Hearing Officers and supply them with the employee's disciplinary record and schedule the pre-deprivation hearing. The hearing officers shall conduct the pre-deprivation hearing within ten (10) business days of the date that the Borough Manager received the employee's written request. The employee's written request for a pre-deprivation hearing suspends the proposed employment action pending a decision by the hearing officers.
- c.** The hearing shall be recorded. At the hearing, the employee and the Borough may call witnesses, present evidence, cross-examine witnesses, and present oral or written argument. The employee and the Borough may be represented by counsel at the hearing. All testimony shall be under oath. The Chairperson has the discretion to impose reasonable restrictions on the length of the hearing and unduly repetitive or irrelevant evidence. The factual record is closed at the close of the hearing.
- d.** The Borough must prove by a preponderance of the evidence the factual basis upon which the employment action was imposed.
- e.** The hearing officers shall render a written decision within seven (7) business days following the hearing. The written decision shall state the hearing officers' findings and summarize the reasons and evidence supporting the decision. The Borough Manager shall notify the employee of the Hearing Officers decision. The written

decision shall contain a Notice of Appeal Rights stating: “This is a final decision. If you wish to appeal this decision, you must file an administrative appeal to the Alaska Superior Court within 30 days from the date this decision is distributed to you.”

- f. A copy of the written decision shall be included in the employee’s personnel file. The employee may appeal the decision to the Superior Court for the State of Alaska. An appeal to Superior Court shall be filed within 30 days of the date of the distribution of the written decision to the employee. The employee’s failure to appeal within this timeframe constitutes a waiver of the employee’s appeal rights.

**8.5 Employee Grievances.** The Borough recognizes the value of a grievance procedure that provides for the timely review of employee grievances in a fair yet workable manner. A grievance is considered to be any dispute between an employee and the Borough which impacts an employee’s ability to perform his or her job. For the purposes of this Chapter, grievances are oral or written communications by an employee that alleges some violation of the terms and conditions of his or her employment. Temporary, confidential/managerial, probationary, and contract employees are employed at will, and are not entitled to the grievance procedure.

**8.5.1 Actions Exempt from Grievance Procedure.** Employees are only permitted to appeal disciplinary actions pursuant to the limitations and procedures set forth in Sections 8.1-8.4 of this Employee Handbook.; therefore, such matters may not be the subject of the Borough’s Employee Grievance Procedures. Similarly, employees may not initiate grievances regarding the Borough’s decision not to permit withdrawal of a resignation from employment that has been accepted by the Borough.

**8.5.2 Employee Grievance Procedures.**

- a. **Step One.** The employee must verbally communicate a grievance to his or her immediate supervisor within five (5) business days of the occurrence of the event or condition giving rise to the grievance.
- b. **Step Two.** If the employee’s grievance is not resolved following completion of Step One, the employee must within five (5) business days submit a written grievance to the applicable Department Director. The grievance must state with specificity the grounds for the grievance and explain how the employee believes the matter may be appropriately resolved. The Department Director shall submit a written

reply to the employee within five (5) business days of receiving the employee's written grievance.

- c. **Step Three.** If the grievance is not resolved upon completion of Step Two, the employee must within five (5) business days submit his or her written grievance to the Borough Manager. The employee should attach any pertinent information, including communications related to Steps One and Two. Within seven (7) business days of receiving the employee's written grievance, the Borough Manager shall meet with the employee to discuss the grievance, as well as with any applicable Department Director and immediate supervisor. Following this meeting, the Borough Manager will issue a written decision within seven (7) business days, which shall be final, binding, and be retained permanently in the employee's personnel file.

### **8.5.3 Failure to Meet Requirements of Grievance Procedures.**

- a. **By Employee.** Eligible employees may initiate formal grievances only according to the prescribed procedures. Failure to follow such procedures, or to do so within the established timeframes, shall be considered a waiver of the grievance.
- b. **By Borough.** The Borough's failure to adhere to the prescribed grievance procedure shall result in the grievance advancing to the next step. Time frames may be extended by mutual agreement of the employee and the Borough.

## **CHAPTER 9 - PERFORMANCE EVALUATIONS AND PERSONNEL RECORDS**

**9.1 Performance Evaluations.** Although supervisors and employees are encouraged to regularly discuss issues related to job performance and to establish appropriate goals, the Borough conducts regular performance evaluations for all employees. Performance evaluations will be maintained in each employee's personnel file, and a copy will be provided to the employee each time an evaluation is conducted.

**9.1.1 Purpose.** The Borough uses performance evaluations for the following purposes:

- a. To provide a basis for informed decisions on such matters as promotion, work assignments, training recognition, and continuation of employment.
- b. To ensure employees remain advised of what is expected of them, and whether they are meeting these expectations.
- c. To encourage the development of new skills that improve work performance, and increased commitment to both the Borough and meeting departmental goals and objectives.
- d. To establish a basis for understanding and meeting an employee's own need for growth and development.
- e. To foster an effective working partnership between supervisor and employee.
- f. To determine the effectiveness of appointment and promotion decisions.
- g. To serve as a reference for employment-related decisions, such as the decision whether to grant a merit pay increase, to promote the employee to a new position, or to impose disciplinary measures.

**9.1.2 Scheduled Performance Evaluations.** Generally, performance evaluations are conducted on an annual basis; however, they may otherwise be completed from time to time as indicated below.

**9.1.2.1 Prior to Completion of Probationary Period.** Probationary employees, including employees who have been transferred or promoted to new positions, in most instances will undergo performance evaluations prior to the scheduled expiration of their probationary period. The purpose of this evaluation is to not only provide the employee with feedback regarding their performance, but also to make related determinations, such as whether to extend the probationary period, or to provide the employee with a salary adjustment.

**9.1.2.2 Annual Performance Evaluations.** The Borough will endeavor to provide regular employees with a performance evaluation by June 1<sup>st</sup> of each fiscal year. Generally, annual step increases will only be granted in cases where evaluations are signed and submitted in a timely fashion.

**9.1.2.3 Discretionary Performance Evaluations.** The Borough may conduct additional performance evaluations from time to time as deemed necessary to address specific performance-related matters, as may be necessary after a disciplinary action or performance improvement plan has been completed, or at such other time as the Borough deems appropriate and beneficial.

**9.2 Employee Records.** The Borough maintains a personnel file for each employee. The personnel file includes such information as the employee's job application, resume, records of training, documentation of performance appraisals and salary increases, and other employment-related records. Personnel files are the property of the City and Borough of Wrangell, and access to the information they contain is restricted. Access to these files is generally limited to the Borough Manager, his or her designee, the employee's immediate supervisor, and the employee's Department Director and must be approved by the Borough Manager, save for the fact that the Finance Director, or designee, may have access to payroll records. Employees shall be advised as to other people who may be granted access to these files.

**9.2.1 Employee Inspection.** With reasonable advance notice, employees may review and copy their own personnel files in the Borough offices and in the presence of an individual appointed by the Borough Manager to maintain the files. In accordance with applicable law, the information in an employee's personnel file is confidential except such information as would be public information in the personnel file of an employee. The Borough may require an employee or former employee who requests copies of material to pay the reasonable cost of duplication.

**9.2.2 Changes to Personnel Information.** An employee may submit a rebuttal or clarification statement regarding letters of warning or reprimand contained in the employee's personnel file, which shall remain as part of the employee's permanent record. It is the responsibility of each employee to promptly notify the Borough of any changes in personnel data. Personal mailing addresses, telephone numbers, number and names of dependents, individuals to be contacted in the event of an emergency, educational accomplishments, and other such status reports should always be accurate and current.

## **CHAPTER 10 - SEPARATION FROM BOROUGH EMPLOYMENT**

**10.1 Nature of Separation.** The termination of employment is an inevitable part of personnel activity within any organization, and many of the reasons for termination are routine. This chapter describes the common reasons for separation from employment with the Borough, as well as the policies and procedures that govern them.

**10.2 Resignation.** Unless otherwise specified by mutual agreement, employees may resign from Borough employment for any reason, and with or without notice. However, an employee may only resign in good standing, and remain eligible for employment with the Borough, if the employee submits a written resignation to the Borough at least 14 days prior to his or her last working date. This requirement may be waived upon approval by the Borough Manager where emergency circumstances do not permit such notice, or where the Borough is capable of making adequate arrangements to accommodate the vacancy that results.

**10.2.1 Effective Date of Resignation.** An employee's effective date of resignation shall be the last date that they perform work for the Borough.

**10.2.2 Acceptance by Borough; Effect of Acceptance.** A resignation is deemed to have been accepted by the Borough immediately upon its receipt. An employee may request to withdraw a tendered resignation prior to their effective resignation date; however, the decision to permit withdrawal is left to the sole discretion of the Borough Manager.

**10.2.3 Resignation Due to Unexcused Absence.** The Borough may, at its sole discretion, deem employees as having abandoned their position with the Borough and resigned from employment if they fail to report to work for three or more consecutive scheduled shifts without providing the notice required by this Handbook.

**10.3 Retirement.** Borough employees who participate in the State of Alaska Public Employees' Retirement Program (PERS) may be eligible to receive retirement benefits after dedicating a sufficient number of years of service to government entities that participate in the program, so long as they meet program criteria. Any questions should be directed to the HR Representative.

**10.4 Layoffs.** The Borough maintains sole and exclusive authority to determine whether to lay off any employee whenever budgetary constraints necessitate a reduction in force, or some

other reorganization of the Borough's workforce occurs. Employees who have been laid off are not entitled to any pre-deprivation hearing prior to their dismissal.

**10.5 Termination.** Terminations are involuntary separations from Borough employment for reasons other than layoff. Except for confidential/managerial, temporary, and contract employees, who may be terminated with or without cause at any time, involuntary terminations shall be accomplished pursuant to the procedures set forth at Section 8.4 of these personnel policies.

**10.6 Severance Pay.** The Borough generally does not provide severance pay to individuals who have been employees. The Borough never grants severance pay to non-exempt employees whose employment is terminated. The Borough reserves the right to make exceptions to the above policy in its sole and absolute discretion. One common exception is severance pay as provided for in the individual employment contracts of certain exempt Borough employees.

**10.7 Effect of Separation on Employee Benefits.** All accrued, vested benefits that are due and payable at termination will be paid. Some benefits may be continued at the employee's expense if the employee so chooses. The employee will be notified in writing of the benefits that may be continued and of the terms, conditions, and limitations of such continuance.

**10.8 Exit Interviews.** The Borough will generally schedule exit interviews at the time of employment termination. The exit interview will afford an opportunity to discuss such issues as employee benefits, conversion privileges, repayment of outstanding debts to the Borough, or return of Borough-owned property. Suggestions, complaints, and questions can also be voiced.

**10.9 Return of Borough Property on Separation.** Employees are responsible for items issued to them by the City and Borough of Wrangell or in their possession or control and are required to return all property to the Borough on or before their last day of work. Where permitted by applicable laws, the City and Borough of Wrangell may withhold from the employee's check or final paycheck the cost of any items that are not returned when required. The City and Borough of Wrangell may also take all action deemed appropriate to recover or protect its property.

**10.10 Final Payment.** Employees who experience a separation from Borough employment will receive their final pay in accordance with applicable state law.

