FAIRBANKS NORTH STAR BOROUGH SICK LEAVE BANK POLICY

I. GENERAL

A Sick Leave Bank (SLB) was created to provide an additional availability of paid leave for employees in the event of a catastrophic medical event (serious illness or injury) of the employee or a member of their immediate family.

II. PURPOSE

This policy establishes a uniform procedure and guidelines for the administration of the SLB.

III. RESPONSIBILITY

A. Department directors shall ensure that their department staff follows the procedure set forth in this policy.

B. Compliance with this policy is the responsibility of all Borough employees.

C. Human Resources (HR) shall maintain this policy.

IV. POLICY

A. GENERAL GUIDELINES

1. The SLB Committee is comprised of 2 FNSBEA members, 1 ASEA member, 1 Laborers Local 942 member and 1 member appointed by Management. The SLB Committee is authorized to recommend and make changes to the SLB Policy as deemed necessary. Any changes to the SLB policy will be distributed to all active members of the SLB.

2. The Committee's approval or denial of SLB withdrawal requests shall be final and are not subject to the grievance procedure.

3. Action by two (2) members of the Committee (one Union, one Management) may be taken after a reasonable attempt has been made to notify all members of the Committee.

4. The Human Resources Department shall keep records of all actions taken by the Committee.

5. The SLB Committee shall conduct a yearly review of the SLB (i.e. participants, account balance, usage, etc.).

V. PROCEDURE

A. ELIGIBILITY

At any time, regular, benefit eligible employees are eligible to become a member of the SLB. Employees are eligible to request withdrawals from the SLB Committee by making a request through the HR Department once they have
been a member of the SLB for a minimum of six (6) months.

Example:

Date employee signed application form: April 13, 2017
Membership date employee is eligible to withdraw: October 13, 2017

B. MEMBERSHIP

1. Membership in the SLB shall commence by submitting a completed membership form to the HR Department. All regular benefit eligible employees are eligible to join the SLB. New hires joining the SLB within 30 days of hire will have their hire date as the official start date in the SLB. All others will be the date the form was received by HR.

2. SLB Members wishing to discontinue membership shall submit a memo to the HR Department requesting “withdrawal from membership” which will be effective immediately upon receipt by the HR Department.

C. LEAVE CONTRIBUTIONS

1. Contribution of leave to the SLB constitutes a minimum of two (2) hours quarterly (prorated to FTE for part time employees) with an initial two (2) hour deduction (prorated to FTE for part time employees) made at the time of application and acceptance into the SLB. The Payroll Division shall make the quarterly deductions from the SLB Members’ personal leave during the months of February, May, August and November.

2. If the employee does not have adequate leave on the books when the quarterly deduction occurs, the next available accrual hours will be taken.

3. The SLB Committee shall inform all members of the SLB if the Bank’s balance falls below a minimum amount. The annual minimum amount shall be not less than 500 hours. Should the Bank’s balance fall below 500 hours in a calendar year, the SLB Committee shall be authorized to deduct additional leave donations in four (4) hour increments (prorated to FTE for part time employees) to increase the Bank’s balance.

4. In the event that the SLB balance is in excess of 1250 hours at the time of the next scheduled quarterly deduction and the current utilization of hours will not deplete the bank before the next scheduled deduction, the deduction will be suspended.

5. Leave contributions to the SLB cannot be reinstated to the employee’s personal accrued leave balance.

D. WITHDRAWALS

1. Withdrawals may be approved under the following circumstances:
   a) Catastrophic medical event (serious illness or injury) of employee, which requires absence for three (3) or more consecutive working days.
   b) Catastrophic medical event (serious illness or injury) to a member of the employee’s immediate family, which requires the attendance of the
employee. Absence must be for three (3) or more consecutive working days.

c) Death of a spouse or other member of the immediate family, which requires absence for three (3) or more consecutive working days.

2. A Medical Certification Form (does not apply to item c above), signed and authorized by a licensed physician or specialist in the appropriate field must accompany the request, which will include the following information for the employee: name, patient's name, diagnosis of medical condition, date condition commenced, probable duration of condition, and treatment to be prescribed. The following information will be required for a member of the immediate family: diagnosis of medical condition, necessity of the employee’s attendance, and period of time needed.

3. Based upon the emergency nature of the illness, doctor’s statement, ability to perform essential duties, length of employment, and recent leave usage, the SLB Committee will review and approve or disapprove withdrawal hours. Withdrawals from the SLB will not be approved for voluntary medical procedures, or for non-emergency situations where the medical procedure could be delayed or postponed until the employee has personal leave to cover the absence.

4. While on leave, SLB Members may be required to report periodically to the SLB Committee regarding the status of the medical condition and the employee’s intent to return to work. Misrepresentation of intent to return to work will result in an immediate suspension and repayment of used SLB hours.

5. SLB Members will be eligible for a maximum amount of hours based upon the length of membership in the SLB, as described below.

6. A maximum of hours (prorated to FTE for part time employees) for any reason or combination of reasons will be permitted for withdrawal per calendar year, per employee as follows:
   a) First year of membership= 80 hours (max. hours of withdrawal)
   b) 2 years of membership= 120 hours (max. hours of withdrawal)
   c) 3 years of membership= 160 hours (max. hours of withdrawal)
   d) 4 years of membership= 200 hours (max. hours of withdrawal)
   e) 5+ years of membership= 240 hours (max. hours of withdrawal)

7. All accrued leave, personal holidays, or donated leave hours must be exhausted prior to utilization of hours from the SLB. Because the Borough has a combined leave system (annual and sick), the SLB may consider employee leave usage and balance retained prior to illness or injury. Recent leave usage (within last 90 days) to include leave cash-ins, will be reviewed by the SLB Committee and may reduce available benefit depending upon the circumstances and at the discretion of the SLB Committee. The intent is to prevent abuse of the program where leave is unwisely used when a known medical procedure is imminent. SLB Members will continue to accrue leave while using leave from the SLB, but the employee's personal accrued leave during the pay period will be applied before the SLB hours are used.
8. Requests for withdrawals from the SLB shall be reviewed by the SLB Committee, which shall consist of two members representing the APEA and one member from each of the following units: Management, Laborers Local 942 and ASEA. Approval of withdrawals must be by majority vote of those present at the meeting. Withdrawals typically are for periods of time that the employee is unable to perform any work. Intermittent leave may be granted at the SLB’s discretion under some circumstances. For example: an employee who is integrating back into the workplace and can only return on a part-time basis; or in circumstances where someone needs routine medical follow-up (physical therapy or other treatment).

9. Withdrawals may not be approved if the SLB account falls below 250 hours. The leave in the Bank will be held until additional leave is secured. In such a circumstance, a withdrawal request may be made retroactive, when hours are available for withdrawal.

10. SLB Members will have a maximum lifetime withdrawal per member of 960 hours.

11. Withdrawals for parental leave are not allowed.

12. Request for a pre-existing, on-going condition shall be approved on a case-by-case basis.

E. PAYBACK PROVISIONS

1. Employees requesting withdrawals from the SLB are required to disclose any and all relevant and factual information concerning the request. Failure to do so or a misrepresentation of any material facts will be grounds for automatic exclusion from the SLB and will require payback and forfeiture of any leave provided.

2. Any SLB member withdrawing more than 80 hours (prorated to FTE for part time employees) from the SLB in a calendar year will be required to reimburse the SLB for half of all hours used in excess of 80 hours (prorated to FTE for part time employees). For example, if a 2nd year member uses 120 hours, they shall be required to pay back 20 hours \(((120-80)=40)/2=20\). This payback provision will occur by taking half of all future leave accruals until the balance has been reimbursed. Should the member terminate employment with the Borough before the payback is complete, the remaining balance shall be deducted from the SLB Member’s current personal leave balance while processing the final pay check.

F. DEATH IN THE IMMEDIATE FAMILY

SLB Members may use up to a total of 96 hours (prorated to FTE for part time employees) of paid leave in the event of a death of an immediate family member in excess of funeral leave. The number of hours a member is eligible to withdraw from the SLB will be reduced by the amount of accrued leave an employee has at the time of death of the employee’s immediate family occurs (e.g. if a death occurs and the employee has a total of 40 hours of accrued personal leave, the SLB policy will be applied as follows: 40 hours of personal leave and 56 hours of SLB for a maximum total of 96 hours). No payback provision is required for this circumstance. This leave is available to extend the absence of the employee at the time the death occurs and it becomes unavailable once the employee returns.
to work. This leave is in addition to other leave used from the SLB and is not used to calculate the annual maximum withdrawal, but is included in the lifetime maximum calculation. The use of personal leave is not limited by this policy.

VI. SUPPLEMENTAL INFORMATION

A. References –
   1. Collective Bargaining Agreements

B. Definitions –
   1. **Catastrophic medical event (serious illness or injury)** shall be defined as a severe illness or medical condition which requires an employee’s absence from work for a prolonged period of time and which results in a substantial loss of income to the employee because of the exhaustion of all earned leave and/or compensatory leave time. A catastrophic medical event might include, but is not limited to, cancer, major non-elective surgery, serious accident, heart attack, or complications of pregnancy. In order to be defined as catastrophic, an illness or injury must be seriously incapacitating, of extended duration requiring a prolonged absence from work, and require the continued services of a licensed health care provider. It is the intent of the SLB program that withdrawals will be available only for catastrophic medical events, not absences for short-term or non-severe medical situations such as seasonal allergies, headaches, backaches, mental health counselling, physical therapy (unless required as continuing care due to a severe illness or injury), diagnosis of non-life threatening illnesses where recovery is anticipated, etc.

   2. **Immediate family** shall be defined as spouse, son, daughter, mother, father, sister, brother, grandmother, grandfather, mother-in-law, father-in-law, or grandchild. Step relationships for any of the previously mentioned associations are also included.

   3. **Intermittent leave** shall be defined as leave taken in separate periods of time due to a single illness or injury, rather than for one continuous period of time, and may include leave of periods from an hour or more to several weeks.

   4. **A pre-existing condition** shall be defined as the employee or immediate family receiving medical services for the condition within 30 days before signing up to join the SLB (i.e. sign-up application date).

   5. **Prorated to FTE for part time employee** means that all hours as expressed in this policy are for a full-time (40 hour) per week employee. Part-time employees participating in the Sick Leave Bank shall have the contribution and benefit calculated to their FTE (Full time equivalent). For example, a half-time employee at .5FTE would recalculate to 50% of the amounts expressed in this policy.

C. Attachments – None

D. Revision History
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