

RESOLUTION NO. R23-21

**RESOLUTION ADOPTING AMENDMENTS TO THE PERSONNEL POLICY
MANUAL FOR THE CITY OF LAUREL**

WHEREAS, the City of Laurel (hereinafter “the City”) prepared an Amended and Revised Personnel Policy Manual for City employees, and the Mayor and City Attorney recommended that the City Council adopt the same;

WHEREAS, on March 28, 2023, the City Council adopted the Amended and Revised Personnel Policy Manual;

WHEREAS, the Montana Municipal Interlocal Authority (hereinafter “the MMIA”) is the City’s insurance carrier, including for Employment Practices Liability Insurance (hereinafter “EPLI insurance”);

WHEREAS, the MMIA has requested that all Cities in the State of Montana, including the City of Laurel, make certain changes and amendments to their Personnel Policy Manuals, in order to secure appropriate insurance coverage, including Workers’ Compensation insurance and EPLI insurance;

WHEREAS, the City made most of those necessary and required changes in its previously-approved March 28, 2023 Amended and Revised Personnel Policy Manual;

WHEREAS, since that approval, the MMIA has requested that the City make a few additional changes, which the City agrees are necessary and appropriate;

WHEREAS, the City Attorney has revised the Personnel Policy Manual, with the Amendments attached hereto and incorporated by reference herein, and the Mayor recommends to City Council approval of such Amendments; and

WHEREAS, City Council determines that such Amendments are necessary and appropriate.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Laurel, Montana, that the City Council hereby adopts the Amendments to the City’s Personnel Policy Manual, attached hereto and incorporated herein.


Introduced at a regular meeting of the City Council on the 11th day of April, 2023, by Council Member Eaton.

PASSED and APPROVED by the City Council of the City of Laurel the 11th day of April, 2023.

APPROVED by the Mayor the 11th day of April, 2023.



CITY OF LAUREL




Dave Waggoner, Mayor

ATTEST:



Kelly Strecker, Clerk-Treasurer

APPROVED AS TO FORM:



Michele L. Braukmann, Civil City Attorney

AMENDMENTS TO PERSONNEL POLICY MANUAL

The City of Laurel's Personnel Policy Manual is hereby amended, as to the following applicable Sections, as stated below. Any conflict between these Amendments and the originally-adopted Personnel Policy Manual should be construed in favor of these Amendments. If any part, term or provision of these Amendments are held to be illegal, in conflict with any law or otherwise invalid, the remaining portion or portions shall be considered severable and not be affected by such determination, and the rights and obligations of the Employer and Personnel shall be construed and enforced as if the Amendments did not contain the particular part, term or provisions held to be illegal or invalid.

PROBATIONARY EMPLOYMENT PERIOD

[AMENDMENT NO. 1]

Revised: April 2023

Probationary Employment Period

When the City of Laurel hires a new employee, the first one year of employment is a period called the Probationary Employment Period. During this time, you are able to learn about your job and your new surroundings.

During the first one year of employment time period, your job performance, attendance, attitude and overall interest in your job will be observed by your supervisor. During this period, you may not be eligible for some benefits. Throughout the Probationary Employment Period, the City will be assessing your selection as an employee. Employees who fail to demonstrate the commitment, performance, and attitude expected by the City may be terminated at any time during the Probationary Employment Period, without any reason given for termination.

FAMILY AND MEDICAL LEAVE ACT (FMLA)

[AMENDMENT NO. 2]

Revised: April 2023

Status of Compensation and Benefits while on FMLA Leave

Most FMLA leave will be without pay except when an eligible employee uses accrued vacation time, sick time, or qualifies for STD payments. To the extent FMLA leave also qualifies as a leave under the City's parental leave policy (i.e., at the birth, adoption or foster placement of a child),

the leave will be paid under the terms of the City's STD policy, or the City will provide employees with two weeks of paid parental leave.

The City will maintain an employee's health insurance coverage for the duration of the employee's FMLA leave as though the employee were continuously employed. The City will continue to pay its portion of the employee's health insurance premiums provided that the employee pays his or her contributory portion on a timely basis. Employees requesting leave should contact the Clerk-Treasurer to arrange an acceptable payment schedule.

The City will maintain and pay its portion of the premiums during FMLA leave for life and disability insurance.

Employees who are taking unpaid leave will not accrue vacation during any periods of FMLA leave. However, such leave periods will be treated as continued service for the purpose of calculating pension and retirement plan vesting and eligibility.

Employees who are utilizing any accrued vacation or other time in order to take FMLA leave will continue to accrue prorated vacation or other time as appropriately calculated. Employees are not required to utilize vacation or other time in order to take FMLA leave, and they may, instead, take FMLA leave fully-unpaid.

In the event an employee fails to return to work after an unpaid family or medical leave is exhausted or expires, the City is entitled to recover health or other insurance premiums paid by the City during the leave period unless the reason the employee's failure to return is because of: 1) the continuation, recurrence, or onset of a serious health condition; or 2) other circumstances beyond the employee's control.

CONFLICT RESOLUTION POLICY

[AMENDMENT NO. 3]

Revised: April 2023

Grievance Procedure

Please note that, as to any claims of sexual misconduct or discrimination, an employee is not required to submit their grievance in writing or otherwise to the City. Any employee is entitled to immediately report a claim of sexual misconduct or discrimination to the Equal Employment Opportunity Commission (EEOC) and/or the Montana Human Rights Bureau (MHRB). Please be aware that there are strict time-limits for such reporting with the EEOC and the MHRB, and failure to timely report a claim may bar an employee's ability to pursue legal remedies with the EEOC and/or the MHRB.

Unless otherwise stated herein, employees should use the grievance procedure to address claims related to violations of City policies and procedures or unlawful harassment.

To address claims of sexual misconduct or discrimination, employees may state their intent to grieve in writing to the City Attorney within ten (10) working days of the incident. The statement and accompanying documentation will be examined, and a determination will be made as to whether the established grievance procedure is appropriate.

Employees who feel that the written conditions of employment or published regulations, policies, or procedures were inequitably applied in an impending disciplinary action, up to and including termination, must state their intent to grieve in writing to the City Attorney within ten (10) working days of receipt of the written notice of disciplinary action or dismissal. The request will be examined, and a determination will be made as to whether the established grievance procedure is appropriate.

In the case of a serious violation of conditions of employment or a major infraction of regulations, policies, or procedures, such as gross misconduct, the action to terminate an employee's service is final. The employee can only appeal on the grounds that the gross misconduct did not occur, not that they were terminated for their actions.

A grievance must be presented within the time frame shown in the first step of this procedure. Any failure to appropriately and timely submit a grievance may bar an employee's claims.

Reporting employees must demonstrate by **clear and convincing evidence** that their complaint is not **arbitrary or capricious**.

The grievance procedure is as follows:

1. Documentation Submitted – Employees should begin the grievance process by submitting their Grievance to the City Attorney. Unless otherwise stated herein, employees must provide a specific statement of the grievance and indicate what solution or remedy they expect. Any documentation that relates to the substance of the grievance or facilitates its understanding should be attached to the grievance submission.
2. Grievance Review – The City Attorney will review the documentation and schedule a meeting with the employee within five (5) working days of receipt. The City Attorney will also notify the appropriate supervisor of the filed complaint. After a complete and thorough review, the City Attorney will determine if an investigation is required. An investigation may require interviewing witnesses; the City Attorney will strive to complete investigations within thirty (30) working days. The City Attorney will inform the employee and the appropriate supervisor of the investigation's outcome and resolution. If the reporting employee is not satisfied with the resolution proposed, they must notify the City Attorney in writing within five (5) working days.

3. Formal Review by Mayor/CAO – The Mayor/CAO will review the grievance documentation and the City Attorney’s recommendation, conduct additional meetings with the involved parties (if needed), and consult with the City Attorney. The Mayor/CAO will inform the reporting employee in writing of the decision within twenty (20) working days of receipt of the employee’s grievance from the City Attorney.

WEAPONS

[AMENDMENT NO. 4]

Revised: April 2023

Weapons

Possession of any unauthorized firearms, handguns, or any other dangerous weapons or materials while performing job duties or while on employer's premises is prohibited unless directed by City, State, or Federal law. Violation of this policy may lead to disciplinary action, up to and including termination.

WORKPLACE VIOLENCE

[AMENDMENT NO. 5]

Revised: April 2023

Workplace Violence

The City supports a work environment and workplace free of violence. As such, workplace violence, threats of violence, intimidation, and other disruptive behavior are strictly prohibited at the City of Laurel.

Workplace violence is defined as any act of creating an environment in which a reasonable employee is given cause to feel threatened or intimidated.

All employees are responsible for maintaining a workplace free of violence. Any employee who is concerned about or observes workplace situations that may result in violence should immediately report the situation to a supervisor or the City Attorney.

The City will take prompt action to investigate any situation alleging an employee engaged in workplace violence, or who used any obscene, abusive, or threatening language or gestures. Such action may include disciplinary action, or notifying the police or other law enforcement officers.

Employees must report any case of workplace violence to their immediate supervisor and the City Attorney.

This policy also prohibits unauthorized employees from bringing unauthorized firearms or other weapons onto City premises.

EMPLOYEE BENEFITS

[AMENDMENT NO. 6]

Revised: April 2023

Insurance/Pension

Specific provisions of a collective bargaining agreement in conflict with this policy may apply, and where a specific provision of a collective bargaining agreement is applicable, that provision/those provisions apply, superseding the policies contained in this Section. Additionally, this policy may not apply to Volunteers, who are governed by separate requirements related to their Service.

Full-time employees are eligible for certain group health insurance and pension benefits. The City may contribute toward the premiums for health coverage. Added benefits or insurance coverage for each employee and/or their dependents may also be available.

LEAVES OF ABSENCE

[AMENDMENT NO. 7]

Revised: April 2023

Military Leave

Specific provisions of a collective bargaining agreement in conflict with this policy may apply, and where a specific provision of a collective bargaining agreement is applicable, that provision/those provisions apply, superseding the policies contained in this Section. Additionally, this policy may not apply to Volunteers, who are governed by separate requirements related to their Service.

An employee who has worked for the City of Laurel for a period of six (6) months, and who is a member of the organized militia of Montana or the reserve corps or military forces of the United States is entitled to a leave of absence with pay for a period not to exceed one hundred twenty (120) hours per year to perform military service. The full one hundred twenty (120) hours of leave will be credited in full to an employee after six (6) months of employment and in each

successive calendar year. The City will not charge military leave against an employee's annual vacation time. Unused military leave may be carried over to the next calendar year, but may not exceed a total of two hundred forty (240) hours in any calendar year.

Employees employed less than six (6) months are entitled to unpaid leave for the purposes listed above. "Military service" means both federally funded military duty and state active duty. Employees must submit a copy of military orders with his or her timesheet to be entitled to the leave with pay.

These Amendments are subject to change, amendment, alterations, and revisions at the sole discretion of the City of Laurel.