



**REVISED AGENDA  
CITY OF LAUREL  
CITY COUNCIL WORKSHOP  
TUESDAY, MARCH 21, 2023  
6:30 PM  
COUNCIL CHAMBERS**

**Public Input:** *Citizens may address the Council regarding any item of City business that is not on tonight's agenda. The duration for an individual speaking under Public Input is limited to three minutes. While all comments are welcome, the Council will not take action on any item not on the agenda. If a citizen would like to speak or comment regarding an item that is on tonight's agenda, we ask that you wait until the agenda item is presented to the Council by the Mayor and the public is asked to comment by the Mayor. Once again, each speaker is limited to three minutes.*

*Be advised, if a discussion item has an upcoming public hearing, we would request members of the public to reserve your comments until the public hearing. At the public hearing, the City Council will establish an official record that will include all of your comments, testimony and written evidence. The City Council will base its decision on the record created during the public hearing. Any comments provided tonight will not be included in the record or considered by the City Council.*

**General Items**

1. Appoint JW Hopper as Interim Fire Cheif.
2. Appointment of Bridger Harkins and Seth King to the Laurel Fire Department.

**Executive Review**

3. Resolution - A Resolution Adopting Amended And Revised Personnel Policy Manual For The City Of Laurel.
4. Resolution - A Resolution Of The City Council Authorizing The Mayor To Execute A Small Services Contract With Play Space Designs.

**Council Issues**

5. Resolution - A Resolution Calling For An Election On Supplemental Funding For Public Safety Services And Capital Needs For The City Of Laurel, Montana.

**Other Items**

**Attendance at Upcoming Council Meeting**

**Announcements**

The City makes reasonable accommodations for any known disability that may interfere with a person's ability to participate in this meeting. Persons needing accommodation must notify the City Clerk's Office to make needed arrangements. To make your request known, please call 406-628-7431, Ext. 2, or write to City Clerk, PO Box 10, Laurel, MT 59044, or present your request at City Hall, 115 West First Street, Laurel, Montana.

**DATES TO REMEMBER**

**File Attachments for Item:**

2. Appointment of Bridger Harkins and Seth King to the Laurel Fire Department.



# LAUREL FIRE/EMS

215 WEST 1ST STREET • LAUREL, MT • 59044  
OFFICE 406.628.4911 • FAX 406.628.2185

City of Laurel  
PO Box 10  
Laurel, Mt. 59044

March 17, 2023

Mayor and Laurel City Council,

The following have been selected by the members of the Laurel Volunteer Fire Department/ Association to become volunteers.

Firefighter

Seth King  
Bridger Harkins

Both Mr. King and Mr. Harkins has been selected unanimously by the Department, approved by the Chief of the Department, and are seeking your appointment.

JW Hopper  
Fire Chief  
Laurel Volunteer Fire Department

**File Attachments for Item:**

3. Resolution - A Resolution Adopting Amended And Revised Personnel Policy Manual For The City Of Laurel.

**RESOLUTION NO. R23-\_\_\_\_\_**

**A RESOLUTION ADOPTING AMENDED AND REVISED PERSONNEL POLICY  
MANUAL FOR THE CITY OF LAUREL.**

WHEREAS, the City of Laurel (hereinafter “the City”) is dedicated to the principles of prompt, courteous, efficient, nondiscriminatory, and quality services to its citizens;

WHEREAS, the City desires to foster public trust that City employees are representing the City in the most efficient, consistent, and professional manner possible;

WHEREAS, the City deems it necessary to communicate employment expectations by and between the City and its employees;

WHEREAS, amendments and revisions to the Personnel Policy Manual that has been in existence since 2016 for the City of Laurel are necessitated, to ensure current and legal practices for the City and its employees; and

WHEREAS, the City has prepared an amended and revised Personnel Policy Manual for City employees, and the Mayor and City Attorney recommend that the City Council adopt the same.

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

Introduced at a regular meeting of the City Council on the \_\_\_\_\_ day of March, 2023, by Council Member \_\_\_\_\_.

PASSED and APPROVED by the City Council of the City of Laurel the \_\_\_\_\_ day of March, 2023.

APPROVED by the Mayor the \_\_\_\_\_ day of March, 2023.

CITY OF LAUREL

\_\_\_\_\_  
Dave Waggoner, Mayor

ATTEST:

---

Kelly Strecker, Clerk-Treasurer

APPROVED AS TO FORM:

---

Michele L. Braukmann, Civil City Attorney

PERSONNEL POLICY  
MANUAL FOR THE CITY OF  
LAUREL, STATE OF  
MONTANA



Effective Date:

\_\_\_\_\_ Adopted  
via Resolution No. R23-\_\_\_\_\_

City of Laurel  
P.O. Box 10  
115 West First Street Laurel, Montana 59044  
Phone: (406) 628-7431  
Fax: (406) 628-2289

## **RECEIPT PAGE**

It is expressly understood that the Personnel Policy Manual for the City of Laurel (hereinafter “the City”) does not constitute a guarantee of employment or promise of any kind. The City of Laurel, in its sole discretion, and subject to Montana and federal law or any requirements of Collective Bargaining Agreements by and between the City and applicable bargaining employees, may direct, hire, promote, transfer, assign, and retain employees; supervise, discipline, and relieve employees from their job duties; determine and change hours of work, shifts, and methods of operation; establish, change, or abolish its policies, practices, rules and regulations.

It is understood that the Personnel Policy Manual is issued to inform employees regarding the operating policies of the City of Laurel. The Personnel Policy Manual may be changed from time to time at the sole discretion of the City of Laurel and is to be used as a guide to City of Laurel employees in the performance of their duties. Violations of the policies set forth in this Personnel Policy Manual may result in disciplinary action.

If you are a Volunteer that receives any sort of compensation, stipend(s), pay, and/or benefits from the City of Laurel (specifically, with EMS Services and/or the Fire Department), please be advised that, unless otherwise stated herein, the terms and conditions, rights and responsibilities, and policies contained within this Personnel Policy Manual equally apply to you, as a Volunteer.

As used herein, “employee” is a term of reference that encompasses both employees and Volunteers.

By signing this statement, the employee acknowledges that the City of Laurel Personnel Policy Manual has been received and read and that the employee understands the policies contained herein.

~~It is expressly understood that the Personnel Policy Manual for the City of Laurel (hereinafter “the City”) does not constitute a guarantee of employment or promise of any kind. The City of Laurel, in its sole discretion, and subject to Montana and federal law or any requirements of Collective Bargaining Agreements by and between the City and applicable bargaining employees, may direct, hire, promote, transfer, assign, and retain Employees; supervise, discipline, and relieve Employees from their job duties; determine and change hours of work, shifts, and methods of operation; establish, change, or abolish its policies, practices, rules and regulations.~~

~~It is understood that the Personnel Policy Manual is issued to inform Employees regarding the operating policies of the City of Laurel. The Personnel Policy Manual may be changed from time to time at the sole discretion of the City of Laurel and is to be used as a guide to City of Laurel Employees in the performance of their duties. Violations of the policies set forth in this Personnel Policy Manual may result in disciplinary action.~~

~~By signing this statement, the Employee acknowledges that the City of Laurel Personnel Policy Manual has been received and read and that the Employee understands the policies contained herein.~~

**Signed:**

Formatted: Indent: Left: 0"

Formatted: Indent: Left: 0", Right: 0"

Formatted: Indent: Left: 0", Right: 0"

Formatted: Indent: Left: 0", Right: 0", Space After: 12 pt, Line spacing: single



Employee: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

**Attest:**

Supervisor: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

**TABLE OF CONTENTS**

(Insert Here)

**Formatted:** Indent: Left: 0", Right: 0", Space Before: 0 pt, After: 12 pt

**Formatted:** Right: 0", Space Before: 0 pt, After: 12 pt

**Formatted:** Indent: Left: 0", Space Before: 0 pt, After: 12 pt

## Welcome

The City of Laurel welcomes you and wants you to know what to expect from the City and what the City expects from you. Working for the City is not like any other job. Each of us is obligated to the principle of prompt, courteous, efficient, nondiscriminatory, and quality service to our citizens. We expect all of our ~~Employee~~employees to act in a professional manner in all aspects of employment, whether dealing with the public or your fellow ~~Employee~~employees. As a City ~~Employee~~employee, in effect, you are a public relations person for the City and represent the quality of the City and its ~~Employee~~employees.

Employees are expected to conduct their job functions in a professional, businesslike manner with minimal interference by other staff members (except Supervisors/Department Heads/Mayor/other City leadership personnel) or visitors. Employee attention to responsibilities and work products should be constant, consistent, efficient, and productive. Personal interference or distractions should be kept to a minimum.

~~Employees are expected to conduct their job functions in a professional, businesslike manner with minimal interference by other staff members (except Supervisors/Department Heads/Mayor/other City leadership personnel) or visitors. Employee attention to responsibilities and work products should be constant, consistent, efficient, and productive. Personal interference or distractions should be kept to a minimum.~~

If you are a Volunteer that receives any sort of compensation, stipend(s), pay, and/or benefits from the City of Laurel (specifically, with EMS Services and/or the Fire Department), please be advised that, unless otherwise stated herein, the terms and conditions, rights and responsibilities, and policies contained within this Personnel Policy Manual equally apply to you, as a Volunteer.

You should convey friendliness and cooperation to the public in all conversations. Listen carefully to citizens' requests, answer questions carefully and accurately, or refer them to the appropriate department or official. There is no substitute for a friendly and cooperative ~~Employee~~employee in giving the public trust and satisfaction that we are representing the City to the best of our abilities.

This Personnel Policy Manual is presented as a matter of information only and nothing contained in this Personnel Policy Manual shall be construed as an agreement or contract of employment between the City of Laurel and any one or all of its ~~Employee~~employees. While this Personnel Policy Manual describes the current policies and benefits of the City of Laurel, these policies are not conditions of employment nor do they create any vested rights for City ~~Employee~~employees.

The Personnel Policy Manual cannot cover all employment situations, scenarios, or questions, but it is designed to cover the basic rules. Policies and rules contained within the manual will be added, updated, or deleted as determined by the City of Laurel. If, after reviewing this general Statement of Policy, you have additional questions, contact your Department Head for assistance.

We are proud of the reputation and success of the City. It is our belief that these accomplishments are the result of dedication, hard work, and good communication.

We hope that you will find your employment with the City of Laurel rewarding.

Formatted: Font: 12 pt

Formatted: Centered, Indent: Left: 0"

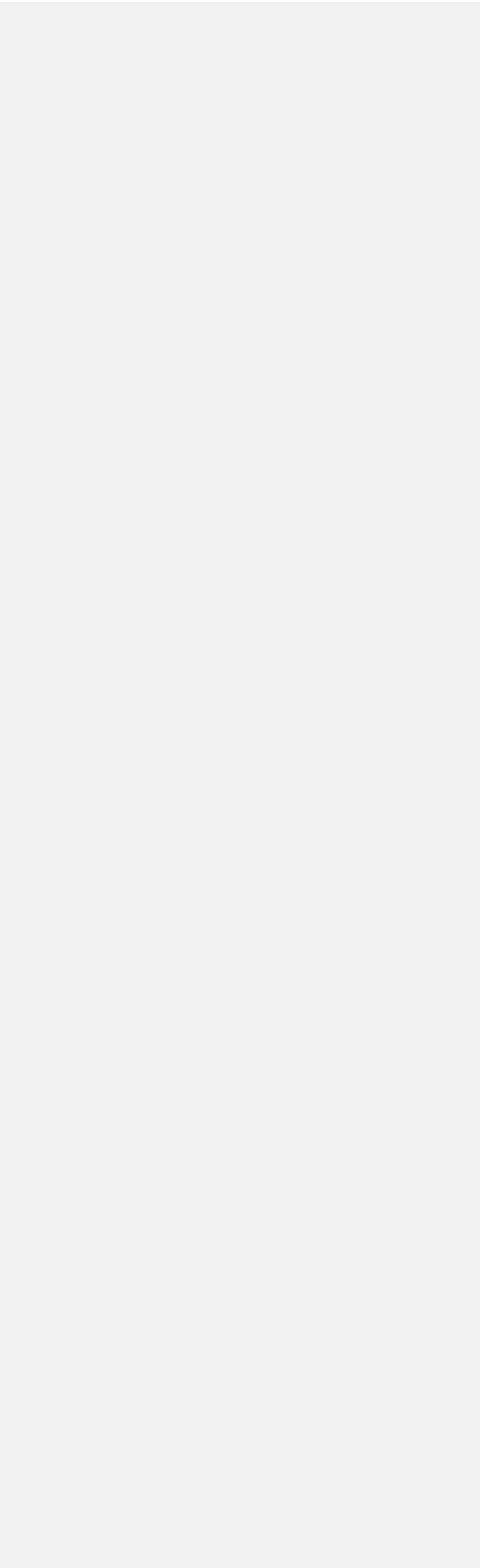
Formatted: Font: 12 pt

Formatted: Indent: Left: 0", Right: 0"

Formatted: Indent: Left: 0", Right: 0"

Formatted: Indent: Left: 0"

| MAYOR



## Essential-General Legal Provisions

Formatted: Font: 12 pt

Formatted: Justified

### Authority/Applicability

The Laurel City Charter requires the City's personnel system to be consistent with applicable federal and state law and that all appointments and promotions of City officers and employees be made solely on the basis of merit and qualifications demonstrated by a valid and reliable examination or other evidence of competence.

Formatted

Formatted: Justified

In addition, the Charter provides the City Mayor with the authority to appoint and suspend or remove all City employees except as otherwise provided by law or the Charter and to adopt personnel rules. The charter also requires the City Mayor to direct and supervise the administration of all departments, offices, and agencies except as otherwise provided by the Charter or law.

Formatted: Justified

Formatted

The Charter prohibits the use of public office for private gain.

Formatted: Font: 12 pt

Formatted: Justified

This Handbook applies to all employees of the City including employees of the Laurel Public Library, the Laurel City Court, the Laurel Fire Department, the Laurel EMS Department, the Laurel Police Department, the Laurel Public Works Department, the Laurel Planning Department, the Laurel Clerk-Treasurer's Office, and other City Departments. Certain procedures may vary for employees with the Public Library or other Departments.

Formatted: Justified

Formatted

### Delegation of Authority

Formatted: Font: 12 pt

The City Mayor is responsible for the direction and supervision of all City employees. The City Mayor may in turn authorize any administrative officer subject to the Mayor's direction and supervision to exercise the City Mayor's powers with respect to subordinates in that officer's department, office, or agency. This may include the authority to appoint, hire, discipline, and terminate employees.

Formatted

The City Mayor has authorized department directors to delegate the authority to issue discipline, up to and including the issuance of written reprimands to their subordinate supervisors. Those delegated authority to issue written reprimands may also require corrective action including issuing performance improvement plans and disciplinary probation. The City Mayor must authorize such delegation in writing. This delegation of authority does not abrogate the City Mayor's authority to exercise his/her authority to appoint, suspend, or remove employees. The City Mayor may withhold any or all of this authority from a department director. Either the City Mayor or a Department Head may withhold this authority from the Department Head's subordinate.

Formatted: Justified

Formatted

The City Attorney must be consulted prior to the issuance of any disciplinary action other than counseling. Failure to consult with the City Attorney does not invalidate or void a disciplinary action. Department Heads must be notified in advance of any action regarding appointment, suspension, or removal taken by a properly authorized supervisor within their department.

Formatted

Formatted: Justified

### **Employment Policy Amendment Process**

From time to time, the City reviews its policies and procedures and makes revisions based on the need for or desirability of changes. In doing so, the City reserves the right to amend, alter, delete, and add policies, with or without notice. In addition, the City remains free to decide in all cases how to apply the policies expressed herein to any particular set of circumstances.

### **Employee Work Product and Records**

Employees are required to maintain official documents, work product, and other material associated with the effective completion of their daily work. Electronic, hard copy documents, and other material must be maintained in accordance with professional standards as directed by each department. All files and documents, including electronic documents, must be maintained in a manner that is consistent with the City's record retention policies. Work product and materials created or developed by an employee in the course and scope of their employment are property of the City and should be accessible as such at all times.

### **City Officers/Department Heads**

City Officers and Department Heads are set forth by Montana law and the Laurel Municipal Code. Employees are encouraged to review the organization, and understand the relationship of their position to the overall organization of the City.

### **Severability**

If any part of this Handbook is found to be unenforceable, or to violate State or Federal law, the balance of the Handbook shall remain in effect.

### **Collective Bargaining Agreements**

#### **Collective Bargaining Units**

The City has entered into two agreements with collective bargaining units representing employees. Employees will be advised of their collective bargaining unit upon entry to employment, and will be provided with a copy of the current collective bargaining agreement.

The provisions of the City Personnel Policy Manual shall apply to all ~~Employee~~employees except in cases where these policies conflict with applicable Collective Bargaining Agreements duly agreed upon by authorized ~~Employee~~employee organizations. Where there is a conflict, the applicable Collective Bargaining Agreement shall apply to those represented ~~Employee~~employees only. Employees covered by such Collective Bargaining Agreements are not entitled to benefits or rights listed in the City Personnel Policy Manual where not specifically granted by the applicable Collective Bargaining Agreement. Employees subject to Collective Bargaining Agreements shall hereinafter be referred to as "bargaining employees."

### Union Activity During Work Hours

Union activity during working hours is restricted to that allowable under State and Federal laws and/or the appropriate bargaining unit agreement.

### **Volunteers**

If you are a Volunteer that receives any sort of compensation, stipend(s), pay, and/or benefits from the City of Laurel (specifically, with EMS Services and/or the Fire Department), please be advised that, unless otherwise stated herein, the terms and conditions, rights and responsibilities, and policies contained within this Personnel Policy Manual equally apply to you, as a Volunteer.

As used herein, "Employee" is a term of reference that encompasses both employees and Volunteers.

### **Personnel Policy Manual**

The purpose of this Personnel Policy Manual is to provide you with a summary of the rules, regulations, standards of employment, and available benefits pertaining to your work assignments and work activity as an employee of the City of Laurel. Please read the contents carefully. This Personnel Policy Manual supersedes any and all previous documents pertaining to rules and regulations at the City of Laurel. During the course of your employment, the City encourages you to refer back to it when you have a question.

~~The purpose of this Personnel Policy Manual is to provide you with a summary of the rules, regulations, standards of employment, and available benefits pertaining to your work assignments and work activity as an Employee of the City of Laurel. Please read the contents carefully. This Personnel Policy Manual supersedes any and all previous documents pertaining to rules and regulations at the City of Laurel. During the course of your employment, the City encourages you to refer back to it when you have a question.~~

This Personnel Policy Manual contains the rules and regulations for your employment relationship with the City. The Personnel Policy Manual is not intended to create any contractual rights in favor of you or the City.

The specific rules, regulations, standards of employment, and available benefits pertaining to your work assignments and work activity at the City are summarized in the Personnel Policy Manual. Your compensation and duties will be governed by your assigned job position and/or job description.

We hope you find your work satisfying and rewarding. We look forward to a successful employment relationship.

~~This Personnel Policy Manual is further intended to help you feel comfortable in your job and assist you in finding satisfaction in your job performance. Should you have any problem or concern relating to any action or situation affecting your work assignments or work conditions, please feel free to communicate your concerns. The Problem Resolution Procedure presented in this Personnel~~

~~Policy Manual is for the express purpose of helping you find a satisfactory resolution to any and all problems.~~

This Personnel Policy Manual contains the employment policies and practices of the City in effect at the time of publication. All previously issued Personnel Policy Manuals and any inconsistent policy statements or memoranda are superseded.

The City reserves the right to revise, modify, delete, clarify, or add to any and all policies, procedures, work rules, or benefits stated in this Personnel Policy Manual or in any other document. However, any such changes must be in writing and must be signed by an authorized representative of the City.

Any written changes to this Personnel Policy Manual will be distributed to all ~~Employee~~employees so that the ~~Employee~~employees will be aware of the new policies or procedures. No oral statements or representations can in any way alter the provisions of this Personnel Policy Manual.

This Personnel Policy Manual sets forth the entire agreement between you and the City for the duration of employment and the circumstances under which employment may be terminated. Nothing in this Personnel Policy Manual or in any other personnel document, including benefit plan descriptions, creates or is intended to create a promise or representation of continued employment for any ~~Employee~~employee.

### **Probationary Employment Period**

When the City of Laurel hires a new ~~Employee~~employee, the first ~~one hundred eighty (180) days~~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 ~~hundred eighty (180) day~~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 most benefits. Throughout the Probationary Employment Period, the City will be assessing your selection as an ~~Employee~~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. ~~The Probationary Employment Period may be extended up to an additional six months.~~

~~As a result of any excused absence(s) during your Probationary Period, or for other reasons identified by management, the City may choose to extend your Probationary Period as necessary to give you a further opportunity to demonstrate your ability to do the job. If your Probationary Period is extended, you will be notified.~~

~~Employees who are terminated during the Probationary Period may be eligible for unemployment benefits.~~

The City is an equal opportunity employer. In accordance with anti-discrimination laws, it is the purpose of this policy to effectuate these principles and mandates. The City prohibits discrimination and harassment of any type and affords equal employment opportunities to employees and applicants without regard to race, color, religion, sex, sexual orientation, gender identity or expression, pregnancy, age, national origin, disability status, genetic information, protected veteran status, or any other characteristic protected by law. The City conforms to the



spirit, as well as to the letter of, all applicable laws and regulations.

#### Scope

The policy of equal employment opportunity (EEO) and anti-discrimination applies to all aspects of the relationship between the City and its employees, including:

- Recruitment.
- Employment.
- Promotion.
- Transfer.
- Training.
- Working conditions.
- Wages and salary administration.
- Employee benefits and application of policies.

The policies and principles of EEO also apply to the selection and treatment of independent contractors, personnel working on our premises who are employed by temporary agencies and any other persons or firms doing business for or with the City.

#### Dissemination and Implementation of Policy

The management of the City will be responsible for the dissemination of this policy. All supervisors are responsible for implementing equal employment practices within each department. The City Attorney, the Mayor, and the Clerk/Treasurer is responsible for overall compliance and will maintain personnel records in compliance with applicable laws and regulations.

#### Procedures

The City administers our EEO policy fairly and consistently by:

- Posting all required notices regarding employee rights under EEO laws in areas highly visible to employees.
- Advertising for job openings with the statement "We are an equal opportunity employer, and all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity or expression, pregnancy, age, national origin, disability status, genetic information, protected veteran status, or any other characteristic protected by law."
- Posting all required job openings with the appropriate agencies.
- Forbidding retaliation against any individual who files a charge of discrimination, opposes a practice believed to be unlawful discrimination, reports harassment, or assists, testifies, or participates in an EEO agency proceeding.
- Requires employees to report to a member of management, an HR representative, or the City Attorney any apparent discrimination or harassment. The report should be made within 48 hours of the incident.

- Promptly notifies the City Attorney of all incidents or reports of discrimination or harassment and takes other appropriate measures to resolve the situation.

### Remedies

Violations of this policy, regardless of whether an actual law has been violated, will not be tolerated. The City will promptly, thoroughly, and fairly investigate every issue that is brought to its attention in this area and will take disciplinary action, when appropriate, up to and including termination of employment.

### **Non-Discrimination in Employment**

The City of Laurel complies with Federal and State laws regarding non-discrimination in employment. Applicants for employment are considered for employment and ~~Employee~~employees shall hold their employment without discrimination because of their race, color, political beliefs, veteran/military status, religion, national origin, age, sex, disability/handicap, genetic information, sexual orientation or marital status as required by law, except when reasonable business demands so require and the law requires such distinction. In no event shall the hiring of any ~~Employee~~employee be considered as creating a contractual agreement or specified time period of employment, except as otherwise contemplated by Federal or State laws.

The City is committed to compliance with all applicable laws providing equal employment opportunities. This commitment applies to all persons involved in the operation of the City and prohibits unlawful discrimination by any ~~Employee~~employee of the City, including supervisors and co-workers, all Volunteers of the City, and any independent contractors utilized by the City.

### **Harassment / Sexual Harassment**

The City of Laurel is committed to providing a work environment free of harassment. Commitment ~~toward~~ or involvement in any act of unlawful harassment of another individual will not be tolerated. All forms of harassment, including any degrading work assignment(s), word(s), or action(s), toward an individual ~~or an~~ based upon that individual's race, color, religion, sex, sexual orientation, age, national origin, genetic information and marital status are prohibited.

It is specifically emphasized that sexual harassment in any form is expressly prohibited. Conduct of any kind that is perceived to be sexual harassment by a supervisor or ~~Employee~~employee will not be tolerated.

Sexual harassment conduct includes, but is not limited to: explicitly or implicitly subjecting an ~~Employee~~employee to sexual advances as a condition of the ~~Employee~~employee's employment, evaluation, salary, advancement, assigned duties, shifts, or any other condition of employment; sexual flirtations, touching, advances, or proposition; the development of a perceived flirtatious personal relationship between two ~~Employee~~employees where one ~~Employee~~employee is in a position to assign or review the work of the other; verbal abuse of a sexual nature; graphic or suggestive comments about an individual's dress or body; sexually degrading words to describe an individual; the display in the work place of sexually suggestive objects or pictures, including nude

photographs; and/or any unwelcome conduct which unreasonably interferes with the ~~Employee~~employee's job performance or creates a hostile or offensive work environment. Any ~~Employee~~employee who engages in the conduct of harassment will be subject to discipline and/or termination.

Prohibited unlawful harassment includes, but is not limited to, the following behavior:

- Verbal conduct such as epithets, derogatory jokes or comments, slurs or unwanted sexual advances, invitations or comments;
- Visual displays such as derogatory and/or sexually-oriented posters, photography, cartoons, drawings or gestures;
- Physical conduct including assault, unwanted touching, intentionally blocking normal movement or interfering with work because of sex, race or any other protected basis;
- Threats and demands to submit to sexual requests as a condition of continued employment, or to avoid some other loss, and offers of employment benefits in return for sexual favors; and
- Retaliation for reporting or threatening to report harassment.

#### **Reporting an Act of Harassment**

You are requested and strongly urged to immediately report to your supervisor or the Harassment Hotline any act of harassment. All complaints of harassment will be treated seriously and ~~Employee~~employee confidentiality will be respected.

The City prohibits retaliation against any individual who reports discrimination or harassment or participates in an investigation of such reports. Retaliation against an individual for reporting harassment or discrimination or for participating in an investigation of a claim of harassment or discrimination is a serious violation of this policy and, like harassment or discrimination itself, will be subject to disciplinary action or termination of employment.

#### **Harassment Hotline**

The City of Laurel has a zero tolerance policy regarding any discriminatory, harassing, or retaliatory conduct in the workplace. Pursuant to that policy, we have subscribed to a telephone reporting/complaint service called the Harassment Hotline so that our ~~Employee~~employees can readily report such acts, including theft and safety matters without fear of retaliation, job loss, or embarrassment.

The Hotline is an unbiased, third party reporting system and satisfies the United States Supreme Court's position that entities must " ... clearly show they provide a simple complaint process that is calculated to encourage victims of harassment to come forward."

We do not anticipate that our ~~Employee~~employees will need to use the Harassment Hotline, as we expect and assume that all of our ~~Employee~~employees will conduct themselves free of in a manner that cannot and should not be characterized as harassment. Still, if it is needed, the service is

available and allows ANY ~~Employee~~employee to report any allegation of sexual harassment, discrimination, retaliation, theft, or any safety concern that occurs in the workplace, or any harassment by a third party.

Sexual harassment, discrimination, retaliation and other inappropriate behavior cannot and will not be tolerated under any circumstances. The only way we can stop such behavior in the workplace is to bring it out in the open by communication and total ~~Employee~~employee/employer commitment.

For the convenience of our ~~Employee~~employees, the Hotline can be accessed 24 hours per day, seven days per week. The toll free number is **1-800-97-STOP IT (1-800-977-8674)**. The City has a unique identification number, which is **990039**. Any ~~Employee~~employee may call the toll-free telephone number at any time and report harassment, discrimination, retaliation, theft, or any safety concern without fear of retaliation.

Remember that ~~the~~City management cannot correct any situation that is of concern to you unless it knows about it. In this regard, your cooperation is needed and appreciated.

At any time, you are also encouraged to immediately contact the City Attorney to report any alleged acts of harassment or discrimination. This information will be held confidential, except to the extent needed to report to City Administration, unless you agree that this information can be divulged in a non-confidential manner.

You also should be aware that the Federal Equal Employment Opportunity Commission and various state agencies investigate and prosecute complaints of prohibited harassment in employment. If you think you have been harassed or that you have been retaliated against for resisting or complaining based upon a protected class status, you may file a complaint with the appropriate agency.

### **The Americans with Disabilities Act (ADA)**

~~The Americans with Disabilities Act (ADA) and the Americans with Disabilities Amendments Act (ADAAA) are Federal laws that prohibit employers from discriminating against applicants and individuals with disabilities. These acts require employers to reasonably accommodate individuals with disabilities who are qualified for a job, with or without reasonable accommodations, so they may perform the essential job duties of the position.~~

Reasonable accommodations are available for the known physical or mental limitations of qualified employees with disabilities. An employee is *qualified* if they can perform essential job functions with or without reasonable accommodation.

For purposes of this policy, a *disability* is any physical or mental impairment that substantially limits a major life activity.

A *reasonable accommodation* is a modification or adjustment of an employee's job or work environment that enables that employee to perform essential job functions or enjoy the same employment benefits and privileges as similarly situated employees without disabilities. Examples

of reasonable accommodations include: modifying a workspace to make it wheelchair accessible, providing screen reading software, or adjusting an employee's work schedule to accommodate medical appointments. The City does not provide accommodations of a personal nature, such as eyeglasses or hearing aids.

The City is committed to providing accommodations so long as accommodations do not place an undue hardship on business operations or pose a threat to the health or safety of employees in the workplace.

#### Accommodation Process

The City will actively engage in an interactive process with employees who request accommodations to determine what, if any, accommodation can be provided. The City aims to process requests for accommodations in a prompt and efficient manner.

Employees can request accommodations by contacting their immediate supervisor or the City Attorney. Employees can contact the City Attorney by phone, by email, or in person.

Employees who request accommodations will be asked to complete a *Disability Accommodation Request Form* and have a physician complete an *Accommodation Medical Certification Form*.

Once the City receives accommodation documentation, the City makes an initial determination about the employee's eligibility for accommodations. The City can request additional medical information or have an employee's medical information reviewed by a medical expert to make this initial determination. In addition, the City can ask employees to provide information about their educational qualifications and work experience if their reassignment to another position is considered as an accommodation.

If the City finds that an employee is eligible for an accommodation, the City notifies the employee's supervisor. The City works with the employee's supervisor to examine the essential functions of the employee's job and find what, if any, accommodation can be provided. Determinations regarding accommodations are made jointly by the City and the employee's supervisors. Such determinations are made on a case-by-case basis.

Employees who are denied accommodations are notified of the denial and the basis for the denial. Employees can appeal accommodation determination rulings.

Accommodations are reviewed annually. As part of the review, employees can be asked to provide updated medical information to demonstrate that the need for accommodations is ongoing.

Employees who have questions about the accommodation process should contact the City Attorney.

#### Confidentiality

All information obtained by the City concerning medical conditions or history of employees, including genetic information, is maintained in separate medical files and treated as confidential records that are disclosed only as permitted by law. The City Attorney, HR representatives, and

supervisors who have knowledge of employees' medical information are prohibited from sharing such information unless others need to be informed.

#### Anti-Retaliation

Retaliation for requesting an accommodation is prohibited.

#### **Family and Medical Leave Act (FMLA)**

(~~Bargained~~Bargaining employees; See applicable Collective Bargaining Agreement for Family and Medical Leave)

#### Eligibility

All full-and part-time employees who have been employed by the City for at least twelve months, not necessarily consecutively, and have worked a minimum of 1,250 hours during the immediately preceding twelve months are eligible for a leave of absence under this policy.

#### Policy Statement

In accordance with the Family and Medical Leave Act of 1993 (FMLA), the City will grant eligible employees up to twelve weeks of unpaid leave during a twelve-month period for any of the following reasons: (1) to care for the employee's child within one year of birth, adoption, or the initiation of foster care; (2) to care for a child, spouse, or parent with a serious health condition; (3) because the employee's own serious health condition makes the employee unable to perform his or her job; or (4) because of any qualifying exigency arising out of the fact that the employee's spouse, son, daughter or parent is a covered military member on active duty (or has been notified of an impending call or order to active duty) in support of a contingency operation. The City will grant up to 26 weeks of FMLA leave during a single 12-month period to an employee to care for a family member or next of kin who is a covered service member with a serious injury or illness. Upon the completion of FMLA leave, an employee generally will be reinstated to the position that the employee held when the leave commenced, or to an equivalent position with equivalent pay, benefits, and other terms and conditions of employment.

#### Scheduling of Leave

- a. Except for care of a covered service member as provided below, eligible employees may take a maximum of twelve weeks of leave during a twelve-month period. In all cases, the twelve month period shall be measured from the date the employee's first FMLA leave begins.
- b. Family leave, i.e., leave for childbirth, adoption, or foster care must be taken and completed within one year of the birth, adoption, or the initiation of foster care. Such leave ordinarily must be taken all at once unless the employee's supervisor agrees to an alternative leave arrangement that satisfies the operational needs of the City.

c. Medical leave, i.e., leave for the serious health condition of an employee (including disability in connection with pregnancy or childbirth) or an employee's spouse, parent, son or daughter, may be taken whenever medically necessary. Depending on the circumstances, medical leave may be taken all at once, intermittently, or on a reduced work basis. However, if the employee's need for intermittent leave or leave on a reduced basis is foreseeable based on planned medical treatment, the employee must make a reasonable effort to schedule the treatment in a way that will minimize disruptions to the City's operations. The City may, with justifiable cause, ask an employee to modify his or her treatment schedule in order to better accommodate the City's needs.

d. Leave for covered service members. Leave to care for a covered service member who has a serious injury or illness is a one-time leave of up to 26 weeks in a single 12-month period.

#### Employee Notice Requirements

If an employee's need for FMLA leave is foreseeable, the employee must provide his or her supervisor or the City Attorney with at least thirty days advance written notice before the leave can begin, or as much notice as is practicable under the circumstances. Such notice should include the employee's reason for requesting leave as well as its anticipated timing and duration.

If an employee's need for FMLA leave, or its approximate timing, is not foreseeable, the employee is expected to give his or her supervisor or the City Attorney notice as soon as possible under the circumstances. Ordinarily, such notice means complying with the City's usual policy for calling in at or before the start of the workday or at the latest one working day after the employee learns of the need for the leave.

#### Employer Notice Requirements

Employees will be provided detailed notice at the time they request FMLA leave, which explains their rights to FMLA leave, their eligibility for leave, and specifies the expectations and obligations of the employee during FMLA leave and the consequences of any failure to meet these obligations.

#### Medical Certification Requirements

Any employee requesting a medical leave, either to care for a sick relative or because of the employee's own serious health condition, may be required to provide a doctor's statement supporting the employee's need for leave within fifteen days after requesting leave. Employees should contact the City Attorney as soon as their need for a medical leave is determined.

A doctor's statement may be required to be submitted monthly while an employee is on medical leave in order to certify the employee's continuing need for leave. A doctor's statement also may be required if an employee requests an extension of leave, or if there is a significant change in circumstances related to the employee's need for leave.

As a condition of returning to work, an employee who has been on medical leave is required to present a doctor's statement certifying that the employee is well enough to resume work. A medical

certification also is required in any case where an employee on FMLA leave represents that he or she is unable to return to work for medical reasons.

The Genetic Information Nondiscrimination Act of 2008 (GINA) prohibits employers and other entities from requesting genetic information of employees or their family members. In order to comply with this law, employees should not provide any genetic information or information about their family medical history when responding to a request for medical information to support a request for FMLA leave. "Genetic information" as defined by GINA includes an individual's family medical history, the results of an individual's or family member's genetic tests, the fact that an individual or an individual's family member sought or received genetic services, and genetic information of a fetus carried by an individual or an individual's family member or an embryo lawfully held by an individual or family member receiving assistive reproductive services.

#### *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 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.

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.

#### *Return to Work*

An employee on FMLA leave is expected to report periodically to the employee's supervisor on his/her or status and intent to return to work and those on leave for a serious health condition will be required to provide medical certification of their ability to return to work.



The City will make every effort to restore all employees on leave to their original or equivalent positions with equivalent pay, benefits, and other employment terms. However, it may be necessary to deny restoration to certain highly compensated “key employees” in order to avoid substantial and grievous economic injury to the City’s operations. The Department Head or the City Attorney will notify any employee who qualifies as a “key employee” and thus might be denied restoration, as soon as possible after the employee requests leave.

#### Enforcement

Employees may file a claim with the Wage and Hour Division of the Department of Labor or bring a private lawsuit in court in order to enforce their rights under the FMLA. Information is available at [www.wagehour.dol.gov](http://www.wagehour.dol.gov).

~~The City of Laurel will comply with the Family and Medical Leave Act implementing regulations as revised effective January 16, 2009. The City posts the mandatory FMLA Notice and upon hire provides all new Employees with notices required by the U.S. Department of Labor (DOL) on Employee Rights and Responsibilities under the Family and Medical Act in the break room of each City facility.~~

#### Conflict Resolution Policy

Formatted: Underline

##### Problem Resolution

Procedure. This policy applies to non-probationary employees.)

~~The City of Laurel is interested in your ideas and suggestions, as well as your questions, concerns, problems, or grievances. You should feel free to communicate your ideas, suggestions, concerns, problems, or grievances to management.~~

##### Purpose

This conflict resolution policy establishes a process for all employees to seek resolution of work-related problems including, but not limited to, disagreements among employees, workplace issues, violations of City policies and procedures, and claims of harassment or discrimination. This policy does not apply to involuntary dismissal, reduction in force, or other matters of employment status or disciplinary action unless there is documented evidence that any such action is in violation of written City policies or procedures or applicable state or federal law.

##### Conflict Resolution Procedure

The City encourages employees to use the conflict resolution procedure to settle differences with their co-workers. The conflict resolution procedure applies to issues that are not covered under the provisions of Title VII of the Civil Rights Act of 1964 (Title VII). Issues that fall under Title VII should be addressed immediately and resolved through this policy’s Grievance Procedure.

To pursue resolution of workplace issues with co-workers, reporting employees should follow the steps below. If either the reporting or responding employee becomes uncomfortable at any time

during the process, they may seek immediate assistance from the City Attorney or their direct supervisor to arrange resolution.

1. Arrange a discussion with the co-worker with whom they have a conflict.
2. If the issue is unresolved after Step 1, the reporting employee should bring their concerns to their direct supervisor. The reporting and responding employees and their supervisor(s) will meet within five (5) working days. The intent of this meeting is to find a resolution that is mutually satisfactory to the employees involved in the initial conflict. The supervisor will respond in writing to all involved employees within five (5) working days of the meeting. The response will include a summary of the conflict as understood by the supervisor and a preliminary determination. If the complaint involves employees that work under the direction of different supervisors, the supervisors will convene and jointly prepare a written response that includes their understanding of the conflict in question and a proposed outcome.
3. If the discussion with the immediate supervisor does not resolve the problem to the mutual satisfaction of the reporting employee and the supervisor, or if the supervisor does not respond to the complaint, the reporting employee should submit a written complaint to the second-level supervisor in their chain of command. The second-level supervisor receiving the complaint must forward a copy to the City Attorney within five (5) working days of the response from the supervisor. The second-level supervisor's submission should include:
  - o A description of the issue, including the date the related incident occurred;
  - o Suggestions on ways to resolve the problem;
  - o The date when the reporting employee met with their immediate supervisor; and
  - o A copy of the immediate supervisor's written response or a summary of their verbal response. If the supervisor provided no response, their non-response should be noted in the complaint.

Within five (5) working days of receiving the reporting employee's complaint, the second-level supervisor must schedule a meeting with the reporting employee to discuss the complaint. Within five (5) working days of the discussion, the second-level supervisor should issue a written and oral decision to the reporting employee. This decision must be reviewed by the City Attorney prior to the second-level supervisor's meeting with the employee.

4. If either the reporting or responding employee is dissatisfied with the proposed outcome or if the supervisors cannot agree on a proposed outcome, the supervisor(s) shall consult with the City Attorney and the Mayor/Chief Administrative Officer who will make the final determination regarding a resolution.
5. If a reporting employee feels that the outcome of the conflict resolution procedure has not resolved the issue, they may seek resolution via the Grievance Procedure below.

### Grievance Procedure

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 must 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. 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.

#### *Prohibition on Providing False Information*

The City places great importance on the integrity of its policies and procedures. False complaints can cause irreparable harm to the City, regardless of the outcome of an investigation. Accordingly, any employee who knowingly files a false report or complaint, knowingly provides false information, or intentionally misleads City officials will be subject to disciplinary action.

#### *Prohibition on Retaliation*

The City adheres to Equal Employment Opportunity Commission guidelines and will not harass, take adverse employment action, or retaliate in any manner against any employee reporting in good faith a concern about unlawful or inappropriate actions or misconduct.

#### *Confidentiality*

The City will make every reasonable effort to protect the confidentiality of information received in connection with matters of employee conflict and grievances. Information related to these matters will be shared on a need-to-know basis only. Appropriate City Staff will, however, share information, as appropriate and necessary, in order to address and resolve the concerns at issue and prevent the recurrence of similar situations. There may be instances where it is the City's ethical and legal responsibility to disclose information regarding the circumstances related to a specific conflict or grievance. Should this be the case, those involved will be notified prior to the information being released.

### **Problem Resolution Procedure**

#### **Employee Classifications**

Employees will be classified as full-time or part-time. Following the completion of the benefit waiting period, ~~e~~Employees may be eligible for ~~e~~Employee benefits as defined by the benefit plan policy. Part-time employees are not eligible for employee benefits. Volunteers are not eligible for benefits, unless otherwise negotiated between the City and the volunteer(s).

#### **New Employees**

New ~~e~~Employees will complete an informal orientation session with the Department Head, ~~Mayor~~, Clerk/Treasurer and/or their designee. The ~~e~~Employee will have the opportunity to complete necessary employment forms required by Federal and State ~~Statutes~~law, as well as payroll and withholding information. The Department Head, ~~Mayor~~, Clerk/Treasurer and/or their designee will explain in general terms the rules and expectations and provide an overview of the pay and benefit packages offered by the City. The ~~e~~Employee will be responsible for reading and following the policies established within the Personnel Policy Manual.

#### **Full-Time Employees**

Full-time ~~e~~Employees are those who are scheduled for and do work 40 or more hours per week. Following the completion of the Probationary Employment Period, full-time ~~e~~Employees may be eligible for ~~e~~Employee benefits, subject to the existing terms and conditions of those benefits, by and between the City and the beneficiary provider-

### **Full-Time Contract Employees**

A full-time Employee whose term of employment and conditions of employment are contained in a written Employment Contract that is negotiated by the Mayor and approved by the City Council is subject to those terms and conditions, as contained within the written Employment Contract.

### **Part-Time Employees**

Part-time ~~e~~Employees are those who are scheduled for and ~~do~~ work fewer than 40 hours per week. Part-time ~~e~~Employees ~~may be~~ are not eligible for benefits.

### **Temporary Employment**

A temporary ~~e~~Employee is one who works on a regular or irregular basis, for a specified period of time, not to exceed twelve (12) months, and whose employment is terminated at the end of the work period. Temporary ~~e~~Employees do not have priority over outside applicants to regular full-time positions, but are invited to apply for regular full-time positions as appropriate. A temporary ~~e~~Employee may be eligible for limited benefits after completion of the qualifying period, depending upon the City's policies and procedures, in place, at the time of the employee's status change. See the Office of City Clerk/Treasurer for details.

### **Short-Term Employment**

A short-term ~~e~~Employee is one who works for short periods of time, not to exceed ninety (90) days in any continuous twelve (12) month period and is not eligible to earn leave, holiday, or group insurance benefits. Short-term ~~e~~Employees do not have priority over outside applicants to fill regular full-time positions, but are invited to apply for regular full-time positions as appropriate.

### **Seasonal Employment**

A seasonal ~~e~~Employee is one who performs work interrupted by seasons and may be recalled without loss of rights and benefits accrued in the previous season. A seasonal ~~e~~Employee may be eligible for limited benefits after completion of the qualifying period, depending upon the City's policies and procedures, in place, at the time of the employee's status change.. See the Office of City Clerk/Treasurer for details.

### **Contract for Service**

Contract for Service involves those who work for the City pursuant to an employment contract or on an independent contract basis. Work assignments, responsibilities, and payment are all identified in the contract. ~~Please be advised that~~ Independent Contractors are not considered ~~e~~Employees of the City of Laurel and receive no ~~e~~Employee benefits and ~~must show~~ may be required to demonstrate independent contractor registration and proof of insurance, including

liability, unemployment, and workers' compensation coverage. Independent contractors are not bound by the express terms of the policies contained herein, except to the extent applicable to contractual terms for which they have negotiated.

### **Volunteers**

Volunteers ~~involve include~~ those on the roster of the Laurel ~~Volunteer~~ Fire Department and Laurel ~~Volunteer~~ Ambulance Service EMS as volunteers, and shall include other volunteers, on the roster as volunteers, for any other department of the City. Volunteers are expected to conduct themselves in accordance with the responsibilities outlined in this Personnel Policy Manual, but they may not be entitled to the same rights and benefits of employees employed by the City. Volunteers are expressly required to comply with the terms and provisions of this Personnel Policy Manual, as it relates to usage of City property and assets, social media policies and procedures, reporting of grievances and conflict resolution issues, and employee dress and appearance.

### **Hours of Work**

The normal workday hours and workweek may vary from ~~e~~Employee to ~~e~~Employee. Work periods may vary from assignment to assignment and may require overtime. Each non-exempt ~~e~~Employee is required to know their work schedule and be in attendance as assigned. Exempt ~~e~~Employees are expected to meet the requirements of their job, which may necessitate varied hours of work.

Failure to comply with the required work hours for an employment position may result in disciplinary action, including to and up to termination of employment.

### **Work Schedules**

Your supervisor will assign your individual work schedule. Failure to observe ~~work schedules~~ ~~schedules~~ ~~work schedules~~, including any assigned rest and lunch periods, is not permitted. All ~~e~~Employees are expected to be at their desks or workstations at the start of their scheduled shifts, ready to work. Employees are expected to work all of their scheduled hours. Leaving work for any reason during normal working hours without permission may be considered job abandonment.

Failure to comply with this policy may result in disciplinary action, including to and up to termination of employment.

### **Tardiness**

Reporting to work on time is required. "On-time" is defined as being properly dressed, being at your assigned ~~work station~~ ~~workstation~~ and being prepared to begin work at the start of the scheduled work period. Anytime you are absent or late it impacts the City's operation and places an additional burden on your coworkers. Employees are expected to report to work as scheduled, on time and prepared to start work. Employees also are expected to remain at work for their entire work schedule, except for meal periods or when they are required to leave on City business. Sleeping or malingering on the job is not permissible. Late arrival, early departure, or other absences from scheduled hours are disruptive and must be avoided.

Failure to comply with this policy may result in disciplinary action, including to and up to

termination of employment.

### **Attendance / Absenteeism**

Regular attendance is required. If you are unable to report for work on any particular day, you must personally contact your supervisor prior to your scheduled shift with reasonable notice to allow your supervisor to have someone else fill in for your job duties. In all cases of absences or tardiness, ~~e~~Employees must provide their supervisor with an honest reason or explanation. Employees must also inform their supervisor of the expected duration of any late arrival and/or absence. Failure to notify a supervisor when unable to report to work may result in disciplinary action, up to and including termination.

If you are going to be absent for more than one day and are not on an approved leave of absence, you are required to contact your immediate supervisor each day prior to the start of your shift to inform him/her of your status. Additionally, if you are absent due to illness, your supervisor may request that you provide a physician's statement verifying your illness. Failure to provide a physician's certificate when requested or required to do so, ~~excessive—absenteeism~~excessive absenteeism (excused or not) and/or irregular attendance may be grounds for discipline, up to and including termination of employment. Each situation of excessive absenteeism or tardiness shall be evaluated on a case-by-case basis. However, even one unexcused absence may be considered excessive, depending on the circumstance. There is no compensation for an unexcused absence or tardiness for non-exempt ~~e~~Employees.

Voluntary termination results when an ~~e~~Employee voluntarily resigns his or her employment, or fails to report to work without notice to, or approval by, his or her supervisor. All City- owned property, including vehicles, keys, uniforms, identification badges, and credit cards, must be returned immediately upon termination of employment.

### **Meals and Rest Periods**

~~There is no Federal or State law requiring employers to furnish Employees with breaks. Breaks, when available, are considered a benefit to the Employee and availability is dependent upon work demands. All breaks may require prior Supervisor approval, are no longer than fifteen minutes in length, may be taken twice (once in the morning and once in the afternoon) during your shift, and are compensated. Each Employee who works more than a six (6) hour shift is provided with an unpaid lunch break.~~

The work week is from 12:01 a.m. Sunday to midnight 12:00 p.m. Saturday. Generally, a normal work day is an 8 hour period, unless otherwise provided. All employees are afforded an unpaid lunch break around mid-day as scheduled by their supervisor. Non-bargaining and non-exempt employees are permitted a paid morning and afternoon rest break of 15 minutes when the schedule allows. Any deviation of this policy must be approved by the Department Head. 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.

### **Job Duties**

You will be trained on your job responsibilities and the performance standards expected of you. Be aware that your job responsibilities may change at any time during your employment. From time to time, you may be asked to work on special projects, or to assist with other work necessary or important to the operation of the City.

~~Your cooperation and assistance in performing such additional work is expected. Insubordination, including but not limited to failure or refusal to obey the orders or instructions of a supervisor or member of management or the use of abusive or threatening language toward a supervisor or member of management, will not be tolerated.~~

### **Reductions in Force**

Under some circumstances, the City may need to restructure or reduce its workforce. If restructuring our operations or reducing the number of Employees becomes necessary, the City will attempt to provide advance notice, if possible, to help prepare affected individuals. If possible, ~~e~~Employees subject to layoff will be informed of the nature of the layoff and the foreseeable duration of the layoff, whether short-term or indefinite.

In determining which ~~e~~Employees will be subject to layoff, the City will take into account, among other things, operation and requirements, the skill, productivity, ability, and past performance of those involved, and also, when feasible, the ~~e~~Employee's length of service.

### **Discipline**

~~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.~~

Discipline is at the discretion of the City and shall be decided on a case-by-case basis. If you disagree with any disciplinary action, you are required to follow the internal grievance procedure.

### **Policy**

~~Employees are required to adhere to City policies and procedures and perform their job in a manner that is consistent with the all City policies and procedures and accepted professional and personal standards of behavior for a public workplace. Employees are expected to perform their work in a manner that ensures public confidence in the functions of the City and which complies with local, state, and federal law. Employees who have completed their initial employment period and are no longer serving a probationary period are subject to good cause for discipline and discharge.~~

### **Employee Misconduct**



Disciplinary action may be taken in cases of employee misconduct. Employee misconduct means, but is not limited to, violation of City policies or procedures, willful neglect of an employee's duty, insubordination, disruptive behavior, and any conduct on the job not in keeping with generally accepted professional and personal standards of behavior associated with employment, as well as other activities that might adversely affect the confidence of the public, and violations of federal and/or state law.

Reasons for disciplinary action may include, but are not limited to:

- Violations of any policy in this Personnel Policy;
- Violating job-related federal, state, and/or local laws;
- Commission of a felony or misdemeanor;
- Dishonesty, including but not limited to giving false information, falsifying time records for payroll, falsifying other records, or making false statements when applying for employment;
- Unsatisfactory job performance;
- Unsafe work practices, failure to follow safety policies, or both;
- Disrespect to the public or fellow employees;
- Being absent or tardy for any reason, or being wasteful of material, property or working time;
- Failing to follow the orders of your supervisor(s);
- Inability to get along with fellow employees and the public;
- Misuse or destruction of City or other employee's property;
- Being on City premises not open to the general public during nonworking hours without authorization;
- Abuse of sick leave;
- Any other conduct on the job not in keeping with acceptable standards of behavior generally associated with employment.

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. inappropriate, the Employee may follow the grievance procedure.

### **Personal Information**

For accurate administration of your wages and benefits, and for compliance with Federal and State regulations, it is necessary that current and accurate personnel records be maintained. This information is also necessary in the event you must be reached for an emergency or available work. If there are changes, or if you observe any errors in your personnel records, please notify your supervisor immediately. Please report any of the following changes as they occur:

- Name
- Address
- Telephone number
- Marital status
- Number of dependents
- Education (courses completed and other training or skills required)
- Selective service status
- Emergency contact person(s)

### **Personnel Records**

~~Volunteers, who are governed by separate requirements related to their Service.~~

Employee personnel records are intended to capture the historic and current conditions of employment for each employee. The information contained in such records is of benefit to the City and the employee and employees should ensure that the information is accurate and current. This includes updated certifications, beneficiaries, personal contact information, and current position details.

#### Employee Records

Employees receive upon employment copies of this Handbook; his/her class specification, and a letter of hire specifying the beginning date of employment, probationary period, wage/salary information and any other special conditions of employment. The City will maintain for each employee a personnel record.

Supervisors are responsible for forwarding to the Clerk-Treasurer documents to be included in an employee's personnel file. Supervisors may maintain separate performance records for each employee.

Information reflecting negatively on an employee, with the exception of a termination letter, should not be placed in the employee's personnel file until the employee has been informed, and/or the employee or a witness acknowledges receipt of the document. Any employee can make a written request to the City Attorney to have material (except annual performance appraisals) which she or he feels to be incorrect removed from his or her file.

An employee's personnel record is confidential except for the following:

1. Position title;
2. Dates and duration of employment;
3. Salary; and
4. Claims for vacation, holiday, or sick leave pay, except that the reason for taking leave is confidential and may not be disclosed.

Therefore, access to an employee's personnel record will be limited to those individuals who have a right to know. Included in this category will be the employee, his or her immediate supervisor(s), the appropriate department head, the City Mayor, the City attorney, the City's auditors, and others who have a legal right of access.

#### Release of Information

An employee's position, title, dates and duration of employment and compensation are public information and may be released pursuant to a written request. Request for reference checks about a former or current employee must be directed to the Department Head or City Attorney.

Employees must sign an authorization for personnel file review and access if they wish for anyone outside of the authorized City personnel to review and copy their file.

#### **Employee References**

All requests for references should be directed to the management of the City. By policy, the City discloses only the dates of employment and the last position held. If you authorize the disclosure in writing, the City also will inform prospective employers of the amount of salary or wage you last earned.

#### **Employment of Relatives and Personal Relationships****Nepotism**

It is the City's policy to hire the best-qualified employees, regardless of marital or family status.

The City's recruitment, selection, and promotional processes, as they relate to nepotism, will be undertaken in compliance with applicable state and/or federal law (specifically, Mont. Code Ann. § 2-2-31).

No employee will be assigned or candidate hired to a position where the employee or candidate will supervise, or be supervised, by a relative, either directly or indirectly through a mid-level Manager. For purposes of this section, "relative" means a spouse or significant other, child, parent, grandparent, grandchild, aunt, uncle, first cousin, or corresponding in-law or "step" relative.

~~The City wants to ensure that City practices do not create situations such as conflict of interest or favoritism. This extends to practices that involve Employee hiring, promotions and transfers. Close relatives, partners, those in a dating relationship or members of the same household may not be permitted to be in positions that have a reporting responsibility to each other. Close relatives are defined as husband, wife, domestic partner, father, mother, father in law, mother in law, grandfather, grandmother, son, son in law, daughter, daughter in law, uncle, aunt, nephew, niece, brother, sister, brother in law, sister in law, step relatives, cousins and domestic partner relatives.~~

### **Honesty/Ethics Policy**

All Employees are expected to contribute to the success of the City by performing their jobs as required and conducting themselves in a professional manner.

Regardless of whether or not it is job related, Employee honesty and integrity are essential to ethical business practices. Employees are required to prepare all reports, including expense reports and time cards, accurately and truthfully. Clocking in/out or modification of timecards other than your own is strictly prohibited.

Except for special circumstances, Employees are prohibited from remaining on City premises or making use of City facilities while not on duty.

Misuse of the City's property, time, materials, or facilities during work time or while not on duty, including the City's equipment, City records, customer lists, supplies, e-mail, internet, and computer and voicemail systems, for your personal convenience, profit or non-profit organizations, can constitute unethical conduct. These tools and resources are intended to assist Employees in conducting legitimate City business, and any other use of such property is discouraged. It is also prohibited for you to take advantage in this manner of outside individuals or organizations doing business, or seeking business, with your employer unless you have written permission from the City.

Unacceptable conduct that is considered detrimental to the City's best interests, such as fraud or a breach of trust, may result in immediate disciplinary action, up to and including termination of employment.

### **Employee Dress and Appearance**

The City of Laurel is proud of its public image and strives to maintain the high standards for which we are known. Each Employee reflects the image of the City and, therefore, is required to wear what the City deems to be suitable attire for the particular assignment of the Employee. Assigned dress shall be kept clean, neat and in good repair, and must be worn while on duty. This may include the wearing of safety clothing or shoes. We hope you will share our pride in your City. Accordingly, the following policy has been established for our Employees.

### **Employee Dress Code**

- Employees are expected to be neatly dressed in appropriate attire for their position.

- All clothing should be in good repair, clean and free from holes, stains, rips, tears, patches, artwork, and slogans, unless related to the City.
- For safety purposes, employees are expected to follow OSHA guidelines related to dress, shoes and safety equipment.
- Shoes must be worn at all times while on duty.
- Good personal hygiene and personal habits are very important~~expected~~. ~~Body cleanliness is a must.~~
- ~~• No Employees will be permitted to wear unnatural hair colors (blue, green, pink, etc.)~~
- Clothing that is worn, torn, or frayed.
- Clothing that contains patches, holes, artwork, and slogans.
- ~~• Sweat clothing or workout attire such as sweat shirts, sweat pants, leotards, tights, and jogging suits.~~
- ~~• Bathing suits.~~
- ~~• Mini dresses and mini skirts of all types.~~
- Sheer or see-through clothing.
- ~~• Muscle shirts.~~

~~Stealing from the City, from other Employees or from City residents will not be tolerated by the City. City materials may not be removed from City premises without management approval. The City reserves the right to define "City materials" in specific instances, but generally, if it does not belong to you, leave it alone. Stealing may be grounds for immediate termination and may cause the City to bring criminal charges against you.~~

~~Due to the nature of the business and the professional liability that may accrue, you must give your primary attention to your assigned job position. You may not be permitted to work, own or acquire, directly or indirectly, a substantial beneficial interest in any concern you have reason to believe may supply goods or services to, or purchases from, or compete at any other job or in any other business during your employment. If there are business dealings that appear to create a conflict between the interests of an employer and an Employee, it will be deemed unacceptable.~~

### **Political Activity**

~~Certain statutory restrictions as to political activity pertain to Police Officers while on duty or in uniform. Employees of a department, which is financed in whole or in part by Federal funds, are subject to the provisions of the Hatch Act. See the City Clerk/Treasurer for a copy~~

~~of the applicable statutory requirements and The Hatch Act and its provisions, or promote any political committee or the nomination or election of any person to public office in violation of Mont. Code Ann. § 2-2-121(3). This prohibition in no way is meant to interfere with individual rights to express personal political views. An employee may not hold elected or appointed City office if such office would be incompatible with the duties of their position or employment or create a conflict of interest.~~

### **Lawsuits and Press Matters**

When an ~~e~~Employee is approached by a legal process server, they should refer the server to the Mayor and/or their designee or to the City Attorney. Should an authority not be available and the ~~e~~Employee is required to accept served papers, it is the ~~e~~Employee's priority to locate and forward the information to either of the authorities listed without opening or reading the documents. No ~~e~~Employee shall discuss aspects of any legal situation that is subject to or is currently involved in a lawsuit or hearing without first consulting with the Mayor and/or their designee or the City Attorney.

If an ~~e~~Employee is approached for a press release, news story or news quote, that employee is required to refer all contacts to the ~~e~~Employee's Department Head. If the news topic relates to a legal issue or case in progress, that employee is required to refer all matters to the City Attorney. ~~refer all contacts to the Mayor and/or their designee.~~

No employee should provide a press release, interview, or press information without first receiving approval from the Mayor.

### **Community Relations**

To preserve and foster the public's trust and confidence in the City, it is imperative that all ~~e~~Employees act with complete honesty and fairness. Employees are expected to be knowledgeable about their job and applicable laws and regulations pertaining to their job.

-Whenever you have a question relating to applicable laws or regulations, you should seek out appropriate advice before acting.

In dealing with the public, ~~e~~Employees are expected to exercise good judgment and common sense. Commitments to others should be made only if such commitments can realistically be met. In this regard, the products and services of the City should be presented accurately and fairly.

You should always be mindful of the position of your employer in the community. Good reputation and success requires continuing adherence to high standards.

- All ~~e~~Employees are required to refrain from using abusive language, slang, profanity and/or offensive remarks concerning age, sex, race, religion, marital status, disability, national origin and sexual orientation.

• Each ~~e~~Employee reflects the image of the employer and is required to wear suitable attire. Wearing disturbing, unprofessional or inappropriate styles of dress or hair while working is not permitted.

• All ~~e~~Employees must maintain personal grooming habits that reflect a presentable image for themselves and the City.

• All ~~e~~Employees are required to refrain from fighting, threats of violence or physical assault (whether serious or playful) on or with a customer or coworker. Participating in horseplay or practical jokes, causing, creating, or participating in a disruption of any kind on City time or on City property is prohibited. Violation of any safety, health, security or City policy, rule, or procedure is cause for disciplinary action up to and including termination.

If you should become aware of actual or potential problems in any area of the business of the City, you are expected to inform your supervisor immediately. If you are aware of improvements to policies, procedures, products and/or possible business opportunities that will contribute to customer satisfaction and enhance the City, you are urged to bring those improvements to the attention of your supervisor.

#### ~~Participation in Community Organizations~~

#### ~~Parking~~

~~City provided parking spaces are available to all City Employees.~~ The City of Laurel assumes no liability for theft or damage to your vehicle while parked on City property.

#### ~~Vehicle Usage Vehicle Usage~~

All employees whose duties require the operation of a City-owned motor vehicle or who operate a privately-owned vehicle while conducting City business must possess a valid Montana driver's license and maintain a safe driving record. Most employees who are required to drive as a part of employment and who are new to the State of Montana must obtain a valid Montana driver's license within sixty (60) days of employment; police officers must have a current Montana driver's license upon entry to employment.

As a condition of employment, all new employees whose work will require the employee to operate a City vehicle, a personal vehicle on City business, or both, will be subject to a driving records check as part of the post-conditional offer process. The City-Clerk Treasurer will initiate the records check. A report indicating a current or recent suspended or revoked license status and/or significant moving violations may be cause to deny or terminate employment.

Periodic checks of employees' driver's licenses through visual and formal Driver's Services checks shall be made by department or division heads. Any employee who does not hold a valid driver's license will not be allowed to operate a City vehicle until such time as she or he obtains a valid license.

Any employee performing work which requires the operation of a City vehicle must notify his or her immediate supervisor in those cases where his or her license is expired, suspended, or revoked and/or who is unable to obtain an occupational permit from the court system. Any employee who fails to report such expiration, revocation, or suspension to his or her supervisor and who continues to operate a City vehicle shall be subject to possible disciplinary action.

#### *Non-City Employees Riding in City Vehicles*

Non-City employees are not allowed to ride in City-owned vehicles unless authorized by an approved program, including the completion of a hold-harmless agreement. Due to liability issues, unless otherwise approved in writing by an appropriate management official, employees who wish to have a non-employee accompany them on business trips, lunches, etc., will not be allowed to use a City vehicle.

#### *Vehicle Accident Reporting Procedures*

Employees driving a City vehicle or personal vehicle while on City business must report all accidents immediately to appropriate law enforcement and also report the accident to his/her supervisor. City employees are required to comply with the law including but not limited to staying at the accident scene until released by the law enforcement officer and then complying with any and all orders set by the law enforcement officer. Employees are directed to refrain from making statements regarding the accident with anyone other than the investigating law enforcement officer, appropriate City officials and if applicable, the employee's insurance company representative (but only where personal vehicles are involved). Limit the statements made to factual observations. Any post-accident testing should be conducted in accordance with applicable laws and policy.

#### *Post Accident Drug and Alcohol Testing*

Accidents resulting in any physical injury or City property damage in excess of \$1,500 will require immediate drug and alcohol testing for the employee(s) involved. Supervisors must immediately take involved employee(s) to the appropriate testing facility if the accident occurs during normal business hours. Any accidents occurring outside of normal business hours will require the employee to receive testing.

Please see the City's Vehicle Use Policy for additional information, attached hereto. All other relevant policies, related to City vehicle usage are identified therein, and all employees are bound to them hereto.

#### **City Equipment Usage**

##### *City Equipment Use*

All equipment and tools are City property, provided for official City business. Limited personal



use of electronic equipment, such as City-owned computers and smart phones, is authorized in some cases in the IT Policy. Employees are not permitted to use City-owned vehicles, equipment, or personnel for personal reasons, unless otherwise specified by the Vehicle Use Policy

#### Personal Equipment Use

The City of Laurel expects employees to carry out their work using City-owned equipment. Employees are not expected to use their personal equipment to accomplish City work. Occasional personal cell phone use is acceptable at a minimum so long as use does not interfere with the course of City business or employees completing their work assignments.

#### **Workplace Safety Issues**

Formatted: Centered, Indent: Left: 0"

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. (Bargained Employees: See applicable Collective Bargaining Agreement)

Safety and warning signs posted upon City property or equipment, upon private property, or upon other public property must be observed at all times. Each ~~e~~Employee is to wear and/or use safety equipment furnished, including the use of seat belts, hand, eye, and body protection gear as appropriate. Failure to comply with safety signs, safety manuals, safety rules or procedures, or the use of safety equipment, may be sufficient cause for disciplinary action.

The City is committed to safety in all areas of the organization and our goals are to provide a safe and healthful working environment and to ensure that ~~e~~Employees comply with occupational safety and health standards and all rules, regulations and orders which are applicable to their own actions and conduct.

We believe that safety must function as an integral part of, and in no manner separated from, the operation of the City. In recognition of this and in the interest of prudent management practices, our goal is to:

- Maintain a safe and healthful working environment.
- Consistently adhere to proper operating practices and procedures which are designed to prevent injury, illness and loss of assets.
- Comply with the requirements of Federal, State and local safety and health codes to ~~e~~insure the well-being and safety of all ~~e~~Employees.

In order to achieve these goals, ~~e~~Employees shall receive training on the use of equipment, proper and safe operating procedures and site/task specific job functions. Periodic safety training sessions and inspections shall be conducted to maintain ~~e~~Employee awareness.

All ~~e~~Employees are responsible for exercising maximum care and good judgment and shall comply

with established procedures in operating safely and preventing accidents. Unsafe conditions, equipment or practices shall be reported to the Supervisor immediately. Each ~~e~~Employee is expected to abide by all safety rules and procedures and shall wear any and all personal protective equipment required and provided by the ~~Employer~~City.

Our safety rules have been written with you in mind. Please follow the rules and help ~~your~~the City ensure a safe working environment.

### **Safety Data Sheets**

All locations must have Safety Data Sheets (SDS) for each chemical in use at that location. You are required to be knowledgeable in their use in case of any possible health hazards and/or any emergency first aid procedures to follow. If the location is missing any SDS Sheets, notify your supervisor, who will obtain replacement copies.

### **Accident or ~~Injury~~Injury Reporting**

If you are injured on the job, or involved in an accident involving the City's equipment, you MUST REPORT THE ACCIDENT IMMEDIATELY (on the same work shift) to be in compliance with the policies/procedures ~~as set forth in the City Safety Manual of the City of Laurel~~.

Proper injury reporting includes a supervisor or Employee completing the "Employee Incident Report" and the injured Employee completing the WORKERS' COMPENSATION "FIRST REPORT OF INJURY". Supervisors are to assist the Employee in properly completing and mailing of all forms. Both forms can be obtained from your supervisor. These forms must be sent to or delivered to the City within 24 hours of the accident or injury. Failure to complete the proper forms on time may jeopardize workers' compensation insurance benefits and may result in injury expenses not being covered by insurance.

The City's workers' compensation insurance carrier will investigate accidents/injuries for legitimacy and cause.

This enables the City to eliminate fraudulent claims and to prevent future accidents and injuries.

### **Workers' Compensation**

The ~~Benefits Coordinator~~Clerk-Treasurer additionally is responsible to facilitate Department Heads in the administering of Workers' Compensation claims. Each Employee involved in any incident or who has an illness or injury on the job must report such incident and/or illness or injury IMMEDIATELY to their Supervisor/Department Head prior to the completion of their work shift. In their absence, the Employee must report such incident and/or illness or injury to the ~~Coordinator~~Clerk-Treasurer. A failure on the part of the Employee to report such incident and/or illness or injury IMMEDIATELY may lead to disciplinary action up to and including termination and may cause a delay or denial of their claim. The ~~Benefits Coordinator~~Clerk-Treasurer will require a complete report to be given by the involved Employee and Department Head within seventy-two (72) hours and cause such reports to be forwarded to the appropriate officials.

~~1) If an Employee is receiving Workers' Compensation benefits resulting from an injury incurred~~

~~while employed with the City, the following shall apply: (see Labor Agreement for exceptions).~~

~~The City is committed to "early return to work" for Employees who have been ill or injured. Please discuss "early return to work" with your Supervisor.~~

### **Visitors**

On occasion, visitors may be required to visit an ~~e~~Employee. Personal visitors at work shall be limited to situations of necessity. Employees are asked to consult with the job site supervisor in the event an emergency necessitates a visit.

In no case shall a personal visitor interfere with the fulfilling of your work assignments or the work assignments of other ~~e~~Employees. Excessive interruptions by visitors may be grounds for disciplinary action, up to and including termination.

### **Weapons**

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

### **Arrests (Reporting off)**

All arrests or summons for legal violations while conducting on ~~on~~ City business and/or while operating City equipment must be reported immediately to your supervisor.

### **Abuse / Violence Workplace Violence**

~~TO: ALL CITY EMPLOYEES, THESE POLICIES WILL BE ENFORCED AND VIOLATIONS WILL BE PROSECUTED TO THE FULL EXTENT OF THE LAW.~~  
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 employees from bringing unauthorized firearms or other weapons onto

Formatted: Font: 12 pt

City premises. Only law enforcement employees are authorized to bring firearms onto City property.

### **Smoking/Smokeless Tobacco Policy**

The City of Laurel supports a non-smoking environment. Smoking shall be on the Employee's time during any scheduled breaks or meal periods and away from the building. Cigarette butts, papers or any other related items need to be disposed of in the proper containers. Smoking is not allowed on City premises or in City vehicles or equipment. Respectful use and disposal of smokeless tobacco and chewing gum is permitted.

The use of smokeless tobacco, spitting, and spit cups should be done in a manner not offensive to others and in a private manner.

### **Alcohol / Drugs**

The City of Laurel is committed to maintaining a work environment which is drug and alcohol free. The unlawful and unauthorized use, possession, manufacture, distribution, or sale of a controlled substance and/or alcohol on City premises or off City premises while conducting City business is prohibited.

Employees may not be under the influence of or impaired by drugs or alcohol while on duty. Employees thought to be under the influence will be subject to reasonable suspicion testing. Violations of this policy may result in disciplinary action, up to and including termination, and may have legal consequences. An employee who violates the provisions of this policy may be permitted to successfully complete a drug/alcohol abuse rehabilitation program, as an alternative to termination.

When supervisors feel they have an employee that may have violated our drug/alcohol standards, they should contact the City Attorney for guidance and assistance in dealing with any aspect of the violation in the work setting.

Employees suspecting drug and alcohol use of a peer or supervisor are directed to contact the City Attorney immediately reporting the facts and details of the suspected employee.

Employees (including part-time employees, temporary employees, and volunteers) must, as a condition of employment or service, abide by the terms of the above policy and report any conviction or entry of a plea of guilty under a criminal drug or alcohol law for violations occurring on City premises, or off City premises while conducting City business. A report of a conviction must be made, in writing, to the employee's supervisor within five (5) calendar days after the conviction or entry of a plea of guilty. (This requirement is mandated by the Drug-Free Workplace Act of 1988.)

### **Drug and Alcohol Testing Policy**

Employees may not be under the influence of or impaired by drugs or alcohol while on duty. Employees thought to be under the influence will be subject to reasonable suspicion testing. Violations of this policy may result in disciplinary action, up to and including termination, and may have legal consequences.

#### *Reasonable Suspicion Drug and Alcohol Testing*

Supervisors and Management officials shall receive training on reasonable suspicion. If a supervisor or Manager reasonably suspects that an employee is under the effects of drugs or alcohol, he or she will ask another supervisor to confirm a suspicion. Then, the employee will be subject to drug and/or alcohol testing.

#### *Post Accident Drug and Alcohol Testing*

Employees who are involved in workplace accidents resulting in any physical injury requiring medical attention or in equipment damage of \$1,500 or more shall be subject to post-accident drug and alcohol testing. For accidents involving motor vehicles with damage (of \$1,500 or more) or physical injury, responding officers shall assess for signs of impairment and if they believe impairment exists, the employee will be subject to criminal and/or escorted to a testing facility by their supervisor.

Police officers or Firefighters who are involved in accidents involving motor vehicles will be subject to department policy, including appropriate testing conducted by the Montana Highway Patrol.

#### *Drug Free Workplace Act*

In compliance with the Drug Free Workplace Act of 1988, and if the employee is receiving federal funding, Human Resources will insure that one of the following actions is taken within thirty (30) calendar days of receiving employee notice:

1. Disciplinary action, up to and including discharge; and/or
2. Requiring such employee to participate satisfactorily in drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency.

Failure to report a conviction under a criminal drug statute will also result in disciplinary action, up to and including discharge.

Questions regarding this program should be directed to your supervisor or the City Attorney.

#### *Drug Free Workplace*

The City is a drug free workplace. Employees are prohibited from the unlawful manufacture, selling, distribution, dispensing, possession or use of controlled substances in the workplace.

Exceptions to this policy may be made for police officers acting within the scope of their official duties.

## **OPERATIONAL CONSIDERATIONS**

### **Operational Considerations**

Formatted: Font: 12 pt

You are responsible for good housekeeping practices and for keeping your assigned work area clean. Good housekeeping is essential to a safe, clean and pleasant work atmosphere and includes proper disposal of trash or waste materials.

### **Breastfeeding Policy**

Women returning from maternity leave who wish to continue breastfeeding or separate expression of milk for their child(ren) will be provided a private space (other than a toilet stall) with suitable lighting and electricity if necessary for pumping apparatus. The selection of the space will be made on a case-by-case basis in consultation with the Employee. Standard break times will be primarily utilized with additional unpaid break time provided as mutually agreed upon. Additionally, the City will make every effort to provide suitable facilities for milk storage during the Employee's daily work period. All requirements listed in Mont. Code Ann. MCA §§39-2-215, 39-2-216, 39-2-217, whether or not specifically listed herein, will be complied with.

### **Bulletin Boards**

Bulletin boards may be used to provide various types of information that pertain directly to you and your job, including benefits, work schedules, business information and special notices. It is your responsibility to read the information that may be posted. Certain information changes frequently and you should check the bulletin board on a routine basis.

Only authorized personnel may be permitted to approve the posting and/or removal of notices and information. The posting or removal of information by anyone other than authorized personnel is not permitted.

### **Solicitation and Distribution of Literature**

With the exception of activities approved by the City Mayor, agents and representatives may not contact City employees for personal reasons during business hours. City employees are prohibited from using City time or resources to sell or solicit the sale of any merchandise or service whether to another employee, to the general public, or both.

~~Information regarding the City of Laurel's policies and procedures is available on the City of Laurel's website at <http://www.cityoflaurel.org>.~~

Please see the attached City Equipment Use Policy for the City of Laurel.

The telephone and other City equipment are furnished for the operation of the business. Telephone

~~and should be determined by the City of Laurel. Employees should be given the opportunity to be heard and to be heard by the City of Laurel.~~

Please see the attached Computer, Internet, and Email Usage Policy for the City of Laurel.

~~The City recognizes that use of the Internet has many benefits for it and its Employees. The Internet and e-mail make communication more efficient and effective. Therefore, Employees are encouraged to use the Internet appropriately. Unacceptable usage of the Internet can place the City and others at risk. This policy discusses acceptable usage of the Internet.~~

Please see the attached Social Media Use Policy for the City of Laurel.

~~The City of Laurel recognizes that the use of the Internet has many benefits for it and its Employees. The Internet and e-mail make communication more efficient and effective. Therefore, Employees are encouraged to use the Internet appropriately. Unacceptable usage of the Internet can place the City and others at risk. This policy discusses acceptable usage of the Internet.~~

All job descriptions must be approved by the Mayor or CAO, ~~no exceptions.~~

## **COMPENSATION AND BENEFITS**

### **Compensation**

#### **Paydays**

The pay period is biweekly. Payday is the Friday following completion of the pay period. Paychecks will be available by 9:00 a.m. on payday. There shall be NO pay advances under any circumstances. Checks may be mailed if authorized by the employee. No other person be allowed to pick up an Employee's payroll check, without prior written authorization of the Employee on file with the City.

\* ~~The Laurel Fire Department L-VFD~~ member's expense reimbursement will be once a month, on or before the 10th of the following month.

#### **Overtime**

~~(Bargained Employees; See applicable Collective Bargaining Agreement for Compensation)~~

If non-exempt employees work in excess of 40 hours per week, they are entitled to overtime or compensatory time at time and a half for each hour worked in excess of 40. 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.

Supervisors are responsible for managing the need for overtime and compensatory time. As such, supervisors should use flexible scheduling so that no more than forty (40) hours per week are worked. Whenever possible, the change in a work schedule should be in writing, and the employee should be given at least one (1) working days' notice of this change, unless otherwise specified in a Collective Bargaining Agreement.

Formatted: Font: 12 pt

Formatted: Indent: Left: 0"

Non-exempt employees who work more than the scheduled hours without written consent of the supervisor, and/or supervisors who permit or require non-exempt employees to work more than forty (40) hours per week without providing appropriate compensation, may be subject to disciplinary action.

Compensatory Leave - Employees who wish to use compensatory leave must do so without unduly disrupting City operations. Use of compensatory leave requires supervisor prior approval. Leave can be taken in increments of ¼ hour.

If an employee terminates employment with the City of Laurel, they will be paid for 100% of the unused compensatory leave balance. Unless otherwise covered by collective bargaining agreement or the Fair Labor Standards Act, this payout will be based on the employee's hourly rate at termination.

If an employee with a balance of compensatory time transfers to an exempt role, the City will pay 100% of the unused compensatory leave balance at the current hourly rate prior to the transfer to the new position.

Unless there is a break in service, if an employee transfers from one non-exempt position to another non-exempt position within the City, the employee's compensatory leave balance transfers with the employee, subject to the maximum accruals defined.

Exempt employees are not entitled to overtime or compensatory time. Questions about the status of positions may be directed to the Clerk-Treasurer.

### **Exempt Employees**

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.

Exempt Employees may have to work hours beyond their normal schedules as work demands require. No overtime compensation will be paid to exempt Employees.

An exempt Employee is an executive, administrative, professional, computer professional or ~~some-an~~ outside sales commissioned Employee who is exempt from minimum wage or overtime requirement, as determined by Federal and State Wage and Hour Laws.

This salary pay policy is intended to comply with the salary pay requirements of the Fair Labor Standards Act and shall be construed in accordance with the Act. Employees are encouraged to direct any questions concerning their salary pay to your supervisor so that any inadvertent error can be corrected.

### **Time Reporting**



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.

All non-exempt Employees will be required to keep track of their time daily for management to compute eligibility and amount of pay and/or evaluation of job specifications and requirements on the individual time record provided by the City. Your scheduled time will be computed from the time you clock in until you clock out. Non-exempt Employees are not permitted to commence work before their normal starting time or to continue working after their normal quitting time without prior approval of the Supervisor or Department Head.

Vacation leave, sick time, compensatory time, if any, and holidays worked or not worked must also be recorded on the time record provided with the dates involved listed clearly.

All Employees are expected to take a lunch or a meal break in compliance with department needs. Unapproved absences shall not be considered as hours worked for pay purposes.

Recording the work time of another Employee or allowing any other Employee to record your work time, or falsifying any time card, either your own or another Employee's, is not permitted and is a cause for termination. Any errors on your time card should be reported immediately to your supervisor.

~~LVFD-The Laurel Fire Department~~ member's time will be recorded on a per call basis as ~~established-reported~~ by the Fire Chief ~~and approved by the Mayor.~~

#### **Direct Deposit Options**

The City offers automatic payroll deposit directly to your bank account or to a pay card. You may begin and stop automatic payroll deposit at any time. To begin automatic payroll deposit, you must complete a form (available from the City Payroll Clerk). You should carefully monitor your payroll deposit statements for the first two pay periods after the service begins.

To stop automatic payroll deposit, complete the form (available from the City Payroll Clerk). You will receive a regular payroll check on the first pay period after the receipt of the form, provided it is received no later than 10 days before the end of the pay period.

#### **Call Out**

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.

~~(Original Employees Subject to Collective Bargaining Agreement) If a Call Out City Employee call will be performed by police and/or fire hours, not an extension of the work shift, he/she will receive pay at the rate of one-and-one-~~

half (~~1~~<sup>1 1/2</sup>) times the regular rate of pay.

### **On Call**

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.

The purpose of this policy is to provide compensation to City ~~e~~Employees who are required to be "on call". "On call" is defined as an ~~e~~Employee who is required by the City to remain on or near his/her workplace during off- duty hours in order to respond to emergencies. It is the policy of the City of Laurel that all City ~~e~~Employees, both exempt and non-exempt, required to be "on call" be reasonably and fairly compensated.

The ~~e~~Employee must be specifically designated and assigned to "on call" status by the Mayor to receive compensation. Furthermore, both exempt and non-exempt ~~e~~Employees requested to respond to emergency after hour calls shall respond if available.

~~LVFD-Laurel EMS and Fire Department~~ members ~~and ambulance personnel~~ will be called out as needed by Laurel ~~police dispatch~~ Police Department Dispatch.

### **City Credit Cards**

#### *Eligible Expenses*

Only the City of Laurel's business expenses may be charged to the City of Laurel credit cards. Personal expenses may not be charged to the City of Laurel credit cards.

#### *Cash Advances*

Cash advances on the City of Laurel's credit card are not allowed.

#### *Supporting Documentation*

As soon as possible, but no later than seven (7) days after a purchase has been made with the City of Laurel's Credit Cards, a meaningful explanation of the business purposes of each expense and the receipt must be turned in to account payables. For meals and travel, be sure to include a list of any additional persons included in such expenses. In the event that a receipt is missing or lost, the Employee shall note the loss beside the charge and include an explanation of the expense.

#### *Lost/Stolen Cards*

Please contact the ~~CAO-Clerk-Treasurer~~ as soon as you discover a card has been lost or stolen.

#### *Ending Employment*

If you leave employment with the City of Laurel, you must return the City of Laurel's credit cards to the ~~CAO~~Clerk-Treasurer by your last working day.

#### **Final Pay Resignation and Pay Upon Final Termination**

~~The City believes you should be given the opportunity to satisfactorily perform in your job. In the event of failure to perform, you may be disciplined and/or terminated. When termination/separation occurs, payment of final wages will be made within fifteen (15) days or the next pay period, whichever comes first.~~

#### **Employee Benefits**

~~The Health Insurance Committee may review the City's benefits package as provided by the City Payroll Clerk.~~

Formatted: Font: 12 pt

#### **Official Benefit Documents**

All benefits provided by the City are described in the official documents, which are kept on file in the Office of City Clerk-~~Treasurer~~, and are available for examination by any plan participant or beneficiary. These documents are the only official and binding documents concerning the City's health and pension benefits. All summaries and communications, both written and verbal, must refer to them as binding in cases of questions or disputes. The City reserves the right to modify, amend, or terminate its health benefits. ~~(See also, CBAs for exceptions.)~~

#### **Benefits Coordinator**~~Clerk-Treasurer~~

The City Clerk-~~Treasurer~~, or other designee appointed by the Mayor and/or CAO, serves as ~~Benefits Coordinator~~the coordinator of the City's health and pension benefits. The ~~Benefits Coordinator~~Clerk-Treasurer is responsible for all communications and disclosures concerning City benefits and for compliance with all applicable laws and regulations. In addition, the ~~Benefits Coordinator~~Clerk-Treasurer shall be available to answer ~~e~~Employee questions concerning benefits and shall communicate to new ~~e~~Employees, ~~e~~Employees as they achieve eligibility, retiring ~~e~~Employees, and non-~~e~~Employee beneficiaries as to specific benefit coverage and required forms and designations in a consistent and timely fashion to ensure that all time frames are met. The ~~Benefits Coordinator~~Clerk-Treasurer, with approval of the Mayor, is specifically authorized to use outside professional assistance as needed. No funds shall be expended without prior approval of the City Council for such assistance.

#### **Beneficiary Designations**

Under City insurance and retirement plans, each ~~e~~Employee must designate a beneficiary in the event of the ~~e~~Employee's death. Such designation must be made in writing to the ~~Benefits Coordinator~~Clerk-Treasurer, and the beneficiary will be so informed by the Coordinator in the event of death. Employees may change a beneficiary designation by giving the ~~Benefits~~

~~Coordinator~~~~Clerk-Treasurer~~ written notice of such desire and change and all parties shall be notified of the change in writing. It is the ~~e~~Employee's responsibility to maintain the proper beneficiary designations.

### **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.~~

~~(Bargained Employees: See applicable Collective Bargaining Agreement)~~ 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 ~~full-time or part-time Employee-employee~~ and/or their dependents may also be available. ~~See the Office of City Clerk for more detailed information. Unemployment and Workers' Compensation Insurance is paid fully by the City and covers all Employees.~~

### **Holidays**

~~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.~~

~~(Bargained Employees: See applicable Collective Bargaining Agreement)~~

- ▲ January 1 -New Year's Day
- ▲ Third Monday in January - Martin Luther King, Jr. Day
- ▲ Third Monday in February-Presidents' Day
- ▲ Last Monday in May - Memorial Day
- ▲ July 4 - Independence Day
- ▲ First Monday in September - Labor Day
- ▲ Second Monday in October - Columbus Day
- ▲ ~~First Tuesday in November during Congressional/General Election Years State General Election Day General Election Day~~
- ▲ November 11 - Veterans' Day
- ▲ Fourth Thursday in November - Thanksgiving Day
- ▲ December 25 - Christmas Day
- ▲

If a holiday falls on a Saturday, the Friday preceding is observed as the holiday. If a holiday falls on a Sunday, the following Monday is observed as the holiday.

If one or more regular holidays fall in the period of an ~~e~~Employee's annual vacation leave, the vacation record will be credited for the holiday. If a holiday falls on an ~~e~~Employee's regularly scheduled day off, the ~~e~~Employee will be granted another day off as agreed upon by the ~~e~~Employee and their Supervisor, the Mayor and/or their designee.

Regular part-time and seasonal ~~e~~Employees shall receive a pro rata share of compensation at

their regular straight time hourly rate.

### **Annual Leave Vacation**

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.

~~(Bargained Employees: See applicable Collective Bargaining Agreement)~~

earn annual leave from the first day of employment, but will not be eligible to take the accrued leave until the Employee successfully completes a six-month qualifying probationary period.

Regular full-time ~~e~~Employees accrue vacation leave as follows:

Time worked	Work day credit per year	Hours per month based on an 8-hr day
1 day through 10 years	15	10
11 years through 15 years	18	12
16 years through 20 years	21	14
21 years and over	24	16

Formatted: Indent: Left: 0"

Formatted: Justified, Indent: Left: 0", Space After: 0 pt

Formatted: Left, Indent: Left: 0", Right: 0"

Formatted: Left, Indent: Left: 0", Right: 0"

Formatted: Left, Indent: Left: 0", Right: 0"

Formatted: Left, Indent: Left: 0", Right: 0"

Formatted: Left, Indent: Left: 0", Right: 0"

Formatted: Left, Indent: Left: 0", Right: 0"

Formatted: Left, Indent: Left: 0"

Regular part-time ~~e~~Employees are entitled to prorate their vacation leave if they have worked the six-month qualifying period. Vacation benefits are based upon the hours worked during the pay period.

Formatted: Indent: Left: 0", Right: 0"

Temporary and seasonal ~~e~~Employees earn annual leave; however, they must be employed for the six-month qualifying period before they may use the annual leave. In order to qualify, seasonal ~~e~~Employees shall immediately report back for work when operations resume in order to avoid a break in service.

The maximum annual leave amount accumulated is twice the number of days earned annually at the end of any calendar year. Vacation leave exceeding the maximum amount must be used within 90 calendar days of the next calendar year in which the excess was accrued or it will be forfeited.

Requests for annual leave must be submitted in advance and pre-approved by the ~~e~~Employee's Supervisor or the Mayor and/or their designee. The annual leave will be approved after considering the best interest of the City, the ~~e~~Employee's department, and the ~~e~~Employee's request. Employees who need to use annual leave due to extenuating circumstances before they finish the probationary period may ask their Supervisor, the Mayor and/or their designee to grant paid annual leave with the understanding that their leave balance will be affected if their employment is terminated before completing the qualifying period. Should two ~~e~~Employees request the same period of vacation, their Supervisor or the Mayor and/or their designee has discretion regarding the approval of the leave requests.

An ~~e~~Employee who has completed the six-month qualifying period and has separated from the service of the City for any reason shall be entitled upon termination to cash compensation payout for unused vacation leave. The payout will be based upon the ~~e~~Employee's salary at time of termination.

## **LEAVES OF ABSENCE**

Formatted: Centered, Indent: Left: 0", Right: 0"

### **Leaves of Absence**

Formatted: Font: Bold, Underline

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.

Formatted: Font: 12 pt

Formatted: Indent: Left: 0"

Leaves of Absence may be granted for reasons of bona fide illness or for other reasons mutually agreed upon with the City. Leaves must be requested in writing and shall state the reason for the leave and the dates desired. Benefit contributions and benefit accruals may be suspended during leaves. Upon expiration of the leave, or upon notification to the City of your intent to return, you will be returned to the next available job opening in your classification. If you do not report upon the expiration of the leave, or any extension authorized by your employer, you may be considered as having voluntarily given your resignation, subject to all requirements of Federal and State law.

Formatted: Indent: Left: 0", Right: 0"

~~State law shall govern a maternity leave of absence.~~

Employees who are on any type of leave of absence, work-related or non-work-related, will be placed on inactive status. During the time the Employee is on inactive status, benefits such as vacation or sick leave will not be earned.

### **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.~~

~~(Bargained employees; See applicable Collective Bargaining Agreement for Military Leave)~~ 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. Eligible employees who are regularly scheduled to work a fifty-three (53) hours per week schedule are entitled to receive up to 160 hours of paid military leave. 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.

### **Public Office Leave/Leave While Serving in Elected or Appointed Office**

~~Employees who are elected or appointed to public office shall be placed on a leave of absence without pay, not to exceed 180 calendar days per year, to perform public service. Employees must return to work no later than 10 calendar days after the completion of the public service unless he or she is unable to do so because of illness or disabling injury certified by a licensed physician. When the employee returns to work, he or she will be restored to his or her position, with the same seniority, status, compensation, hours, locality and benefits that existed immediately before the leave of absence. Employees are encouraged to review the specific section in the Montana Code Annotated for further information. The City Mayor may seek an opinion from the City Attorney as to whether the office sought or obtained by an employee is incompatible or creates a conflict of interest with their employment.~~

### **Leave Without Pay**

~~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.~~

~~(Bargained Employees; See applicable Collective Bargaining Agreement for Other Leaves With or Without Pay)~~ granted only under extreme and unusual circumstances and in accordance –with the following

guidelines:

~~All other appropriate and available leaves must be used before a Leave of Absence without pay is granted. Leaves of Absence will be handled as follows:~~

- Leaves of Absence for more than five (5) days must be submitted in writing through the Department Head to the Mayor or his/her designee for approval. Library Employees must be approved by the Library Board;
- Except in unusual circumstances, no requests for Leave of Absence will be granted unless the Employee has completed one (1) year of continuous, full-time employment.

Whenever possible, the Employee should provide their Supervisor, the Mayor and/or their designee with at least 30 days' notice so workloads/tasks can be covered. To request leave without pay, Employees must provide their Supervisor, the Mayor and/or their designee the beginning and ending dates of the leave and the reason for the requested leave.

Vacation and sick leave cease to accrue during leave without pay. Health insurance premiums will not be paid by the City during a period of leave without pay. However, the Employee may choose to continue insurance coverage during the leave by paying the City the premiums on a monthly basis. If the Employee fails to continue the insurance coverage, the insurance may be canceled. Should it be canceled, the Employee may be subject to policy restrictions upon returning to work.

An Employee who fails to return to work on his or her regularly scheduled workday after the pre-approved leave-without-pay period will be considered to have voluntarily resigned unless the leave period is extended, in advance, by their Supervisor and/or the Mayor and/or their designee. Providing false or misleading information or reasons to justify leave-without-pay may result in disciplinary action, up to and including termination.

### **Bereavement Leave**

~~(Bargained Employees: See applicable Collective Bargaining Agreement for Bereavement Leave)~~

~~Bereavement leave is a form of administrative leave available to employees who lose family members. In this case, "family member" means a member of the employee's household, a parent, guardian, spouse or domestic partner, child, step child, sister or brother, equivalent in-laws, or lose family members. Adoptive family members and step family members are considered family members. Bereavement leave is available for up to twenty-four (24) hours for full-time employees (prorated for part-time employees) per year.~~

~~As with other unscheduled absences, employees are expected to notify their supervisors as soon as they learn of the need for bereavement leave.~~



## **Jury and Witness Duty**

~~(Bargained Employees: See applicable Collective Bargaining Agreement for Jury Duty)~~

Employees selected for jury duty, or who are subpoenaed to serve as a witness, have the option of receiving normal pay, or of charging time off to vacation leave. If the employee receives normal pay, the employee must return any jury or witness pay to the City. Employees will not have to return any expense or mileage reimbursements paid to them by the court.

The City may request a court excuse the employee from jury duty if the employee is needed for proper operation of the City. Such a request must be made by the City Attorney after consultation with a Department Head.

## **Sick 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.

~~(Bargained employees: See applicable Collective Bargaining Agreement for Sick Leave)~~

Full-time ~~Employeeemployees~~ earn sick leave from the first day of employment; however, they are not entitled to use paid sick leave until they have been employed continuously for the qualifying period of 90 days. Employees who are sick before they finish the qualifying period may ask their Supervisor to grant paid sick leave with the understanding that their leave balance will be affected if their employment is terminated before completing the qualifying period. For calculating sick leave, 2,080 hours (52 weeks X 40 hours) equals one year.

Sick leave must be credited at the end of each pay period. Sick leave is earned at a rate of twelve working days for each year of service without restriction as to the number of working days that may be accumulated. Employees may not accrue sick leave while in a leave-without-pay status.

Part-time ~~Employeeemployees~~ earn a prorated amount of sick leave if they have worked the qualifying period. Full-time temporary and seasonal ~~Employeeemployees~~ are entitled to sick leave benefits provided they work the qualifying period.

Employees may use sick leave for personal illness or physical incapacity, sickness of immediate family member, or death in the immediate family of ~~Employeeemployee~~ (refer to bereavement leave). Immediate family is defined as the ~~Employeeemployee's~~ spouse, any member of the ~~Employeeemployee's~~ household, or any parent, child, grandparent, or grandchild, and corresponding step or in-law relationships. Sick leave benefits shall apply to bona fide cases of sickness, accidents, doctor or dental appointments, maternity/paternity leave, and requests for the ~~Employeeemployee's~~ presence due to immediate relatives' illness

or emergency. Employees using sick leave that exceeds three (3) consecutive workdays may be required to furnish a medical certification of illness from a qualified doctor upon request of their Supervisor or the Mayor and/or their designee. Diagnosis of illness is not necessary, only a certification stating that they were unable to work due to illness.

An ~~Employee~~~~employee~~, who has passed the qualifying period and separates from the City, shall be entitled, upon termination, to cash compensation payout for unused leave equal to one-fourth of the accumulated sick leave. The payout will be based upon the ~~Employee~~~~employee~~'s salary at time of termination.

Employees will be permitted to transfer sick leave from one ~~Employee~~~~employee~~ to another. The receiving ~~Employee~~~~employee~~ must have exhausted all accrued sick leave and vacation leave. The contributing ~~Employee~~~~employee~~ must make the transfer request in writing and must maintain at least 40 hours of sick leave. The transferred sick leave will not change the receiving ~~Employee~~~~employee~~'s employment status. The transferred sick leave is considered forfeited by the contributing ~~Employee~~~~employee~~ and additional sick leave must be re-accrued. Employees shall not be coerced, intimidated or adversely persuaded to transfer their accrued sick leave to the receiving ~~Employee~~~~employee~~. Doing so may result in disciplinary action. At the City's request and expense, an ~~Employee~~~~employee~~ may be subject to an examination by a physician following a sick leave or other absence occasioned by illness or injury to ensure the ~~Employee~~~~employee~~ can complete the necessary functions of the position. Abuse of sick leave may result in disciplinary action.

### **Pregnancy Leave**

The City provides employees reasonable unpaid and job-protected leave to recover from pregnancy-related illness. Following a period of pregnancy leave, an employee is entitled to return to her same job, or to a job with equivalent pay, duties, benefits, and accumulated seniority. It is the employee's responsibility to express her pregnancy leave needs to her supervisor, and to update the supervisor should these needs change. As with all medical conditions, the City will rely on the judgment of medical professionals to determine the length of pregnancy leave. Employees should also refer to the Family and Medical Leave Policy for further information. Pregnancy Leave shall run concurrently with Family and Medical Leave.

Eligible employees may use sick and/or vacation during pregnancy leave. Employees may also be eligible for benefits under the sick leave donation or direct donation policies.

Employees are encouraged to speak with the City Attorney for further details.

The City provides employees unpaid, job-protected parental leave up to 15 working days. Employees may use sick or vacation leave for this time if they wish to be paid. Employees are encouraged to speak with the City Attorney for further details.

---

**SEE FURTHER Attached City of Laurel Personnel Policies, as referenced herein and/or amended.**

ACKNOWLEDGED AND SIGNED BY EMPLOYEE:

\_\_\_\_\_

Employee Name: \_\_\_\_\_

Dated: \_\_\_\_\_

## **CITY OF LAUREL VEHICLE USE POLICY**

### **I. PURPOSE AND SCOPE**

The purpose of this policy is to set forth the guidelines under which City vehicles will be authorized to City personnel, the guidelines under which City vehicles may be used, and the guidelines for reimbursement or compensation for employee use of personal vehicles.

The provisions of this policy apply to all City employees.

Employees whose employment is regulated by collective bargaining agreement are subject only to those provisions of this policy not specifically regulated by agreement.

### **II. DEFINITIONS**

**Automobile Allowance:** that amount approved by the Mayor or the City Council to compensate an employee for regular and routine use of a personal automobile. Automobile allowance is considered to be a salary item and, as such, is subject to taxation.

**Expense Reimbursement:** that payment for approved expenses relating to personal automobile use upon receipt of written documentation. Expense reimbursement is not considered to be a salary item.

**City Vehicle:** those automobiles, trucks, vans, or other self-propelled equipment owned, rented, or leased by the City and licensed for travel on a public way.

**Personal Automobile:** that automobile owned or available for private use by the employee.

### **III. POLICY**

#### **A. City Vehicles.**

It is the policy of the City that certain positions require employee access to City vehicles, either during the work shift or on a 24 hour on-call basis. City vehicles are not personal vehicles and are not for personal use. City vehicles should be viewed as belonging to the citizens of Laurel and are assigned for purposes consistent with providing services to those citizens.

#### **B. Use of City Vehicles for Travel under this Policy.**

It is the policy of the City that employees shall use City vehicles whenever they are available for travel covered by this Policy. Exceptions to this policy must be approved, in advance, by the employee's Department Head or the Mayor. Non City employees should not travel in City Vehicles, without express approval of the Mayor.

C. Expense Reimbursement for Use of Personal Automobile.

Employees will not be reimbursed for commuting between their homes and offices or other regular work locations.

The City may reimburse employees for reasonable expenses which they incur as a result of personal automobile use on behalf of the City, upon approval by the Mayor. Receipts and appropriate accounts payable documentation must be submitted in order for an employee to be reimbursed for such expenses.

IV. PROCEDURES

A. Assignment of City Vehicles.

The assignment of City vehicles during work time is based upon job duties. The assignment of City vehicles is made by Department Heads or immediate supervisors. Criteria which will be used in the determination of eligibility for vehicle use includes:

- Officially designated on-call status;
- Requirement for emergency response;
- Issuance of a pager or other communication device;
- Emergency or other equipment contained in the vehicle; and/or
- No City facility is available for garaging in a safe and convenient location.

B. Limitations on Vehicle Use.

Vehicle use is limited to travel to and from the residence, work site, or for work-related duties. The vehicle should be driven over the most direct route taking into account road and traffic conditions. The vehicle should not be utilized for travel outside a direct commuting route and/ or for personal reasons other than for those activities incidental to the commute. The use of a City vehicle under this policy is not intended to enhance the salary of the employee using the vehicle.

V. LIMITATIONS

- A. City vehicles may only be used for legitimate City business. City vehicles will not be used to transport any individual who is not directly or indirectly related to City business. Liability waivers must be completed whenever a non-City person is a passenger in a City vehicle.
- B. Only City employees may operate City vehicles.
- C. Vehicles should contain only those items for which the vehicle is designed. The City shall not be liable for the loss or damage of any personal property transported in the vehicle.

- D. Employees are expected to keep City vehicles clean, and to report any malfunction or damage to their supervisors immediately. Employees assigned vehicles are expected to park such vehicles in safe locations.
- E. Employees must wear seatbelts in vehicles so equipped during operation of the vehicle. Employees may not operate City vehicles under the influence of alcohol, illegal drugs, or prescription drugs or medications which may interfere with effective and safe operation.
- F. Employees who operate City vehicles must have a valid motor vehicle license issued by the state of Montana and may be required to provide proof of valid motor vehicle license once every six (6) months.
- G. Employees driving City vehicles shall comply with all relevant City policies and procedures. Employees driving City vehicles shall comply with all relevant laws, rules and regulations, including but not limited to the Clean Indoor Air Act, Federal Child Labor Laws, Occupational Safety and Health requirements, and Montana Motor Vehicle Laws. Employees driving City vehicles shall obey all applicable traffic and parking regulations, ordinances, and laws. Employees who incur parking or other fines in City vehicles will be personally responsible for payment of such fines. Employees who are issued citations for any offense while using a City vehicle must notify their supervisor immediately when practicable, but in no case later than 24 hours. Failure to provide such notice will be grounds for disciplinary action.
- H. An employee who is assigned a City vehicle and who is arrested for or charged with a motor vehicle offense for which the punishment includes suspension or revocation of the motor vehicle license, whether in his or her personal vehicle or in a City vehicle, must notify his or her supervisor immediately. Conviction for such an offense may be grounds for loss of City vehicle privileges and/ or further disciplinary action.
- I. No employee may use a City vehicle for out of state use without advance approval of the Mayor or Department Head.

## VI. SPECIAL CIRCUMSTANCES

This policy is intended to provide a basic framework governing the use of personal and City vehicles in the City, and, as such, cannot contain procedures governing every situation that might arise. Employees seeking clarification of, or exemption from, the provisions of this policy should contact the Mayor who will provide such clarification and may authorize exceptions to the policy under mitigating circumstances.

## VII. SANCTIONS

Failure to comply with any and all provisions of this policy may result in disciplinary action, up to and including removal of City vehicle privileges, suspension, and/ or termination from City service.

**This Policy is subject to change, amendment, alterations, and revisions at the sole discretion of the City of Laurel.**



## **CITY OF LAUREL DRUG AND ALCOHOL TESTING POLICY**

### **I. PURPOSE AND SCOPE**

The purpose of this policy is to assure employee fitness for duty and to protect employees and the public from the possible risks posed by an employee's use of alcohol and controlled substances. In accordance with the Federal Drug-Free Workplace Act, it is the City of Laurel's intent to maintain a workplace environment free from illegal drugs.

Persons under the influence of alcohol and/or drugs pose serious, often life threatening, safety and health risks, not only to themselves, but also to others. Employees are hereby notified that compliance with this policy is a condition of employment. Employees who fail to comply with this policy may be subject to disciplinary action up to, and including, termination.

### **II. POLICY**

The unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited on any work site and during all working hours by employees. Employees who fail to comply with this statement may be subject to disciplinary action up to, and including, termination. Employees shall notify their employer of any criminal drug and/or alcohol conviction for a *workplace* violation within five (5) days. Appropriate disciplinary action will then be evaluated by the City.

No employee will be allowed to perform job duties when impaired or under the influence of mind altering drugs, illegal drugs and/or alcohol during working hours. An employee's refusal to be tested may be considered cause for dismissal.

Specific individuals subject to drug and alcohol testing shall include, but are not limited to, the following (hereinafter "testable class"):

1. Pre-employment testing for drugs and alcohol of all employees required to have a commercial driver's license to include any driver on Federal or State highways
2. All Transit Bus Drivers and Dispatchers
3. All Trash Collection and Disposal employees
4. All Police Officers, Dispatchers, Detectives, Sergeants, and their immediate Supervisors
5. All Fire Department and EMS employees
6. All employees that maintain and operate the sewer plant and water plant or maintain the water/sewer lines.

7. All employees that operate heavy machinery, including but not limited to, Maintenance I, II and III and seasonal employees.
8. All employees required to operate safety sensitive equipment such as fork lifts, bobcats, lawnmowers, etc., as it pertains to their job description.
9. Any employee that has a fiduciary responsibility and is able to transfer funds or sign warrants/checks for the City.
10. Any employee that supervises any of the above class of participants

The City may test any of the prospective employees listed in the testable class as a condition of hire. Should a pre-employment test comes back positive, the City has the right to disqualify that person without cause.

The City may test for drugs and alcohol of all current testable employees when reasonable suspicion exists of drug or alcohol use, as determined by two (2) trained supervisors. In addition, the City may conduct post-accident testing for drugs and alcohol after accidents by drivers whose performance could have contributed to the accident and for all fatal accidents, even if the driver is not cited for a moving traffic violation.

Accidents resulting in any physical injury or City property damage in excess of \$1,500 will require immediate drug and alcohol testing for the employee(s) involved. Supervisors must immediately take involved employee(s) to the appropriate testing facility if the accident occurs during normal business hours. Any accidents occurring outside of normal business hours will require the employee to receive testing.

The City may also conduct random testing for drugs and alcohol on a random unannounced basis just before, during, or just after performance of safety sensitive functions. Random testing will be conducted on all employees required to have a CDL.

Finally, the City may conduct return-to-duty and follow-up testing for drugs and alcohol when an individual has violated the prohibited substance conduct standards returns to performing safety sensitive duties. Follow-up tests are unannounced and at least six (6) tests may be conducted in the first twelve (12) months after an individual returns to duty. Follow-up testing may be extended for up to sixty (60) months following return to duty.

An employee's refusal to be tested may be considered cause for termination.

### III. PROHIBITED SUBSTANCES

#### Illegal Drugs and Controlled Substances

Illegal drugs or any substances are identified in Schedules I through V of Section 202 of the Controlled Substance Act (21 U.S.C. 812), also found in Appendix D of the Federal Motor Carrier Safety Regulations. This includes, but is not limited to: amphetamines, opiates, phencyclidine

(PCP), and cocaine, as well as any drug not approved for medical use by the U.S. Drug Enforcement Administration or the U.S. Food and Drug Administration.

### Legal Drugs

The appropriate use of legally prescribed drugs and non-prescription medications is not prohibited. However, the use of any substance which carries a warning label that indicates that mental functioning, motor skills, or judgment may be adversely affected must be reported to supervisory personnel and medical advice must be sought, as appropriate, before performing a safety-sensitive function. A legally prescribed drug means that an individual has a prescription or other written approval from a physician for the use of a drug in the course of medical treatment. It must include the patient's name, the name of the substance, dosage, and the period of authorization.

The misuse or abuse of legal drugs is prohibited.

### Alcohol

The use of beverages or substances containing alcohol, including any medication such that alcohol is present in the body, is prohibited. The concentration of alcohol is expressed in terms of grams of alcohol per 210 liters of breath as measured by an evidential breath- testing device (EBT).

## IV. PROHIBITED CONDUCT

"Prohibited Conduct" addressed by this policy includes the following:

### Manufacturing, Trafficking, Possession, and Use

Any employee engaging in the manufacture, distribution, dispensing, possession, or use of prohibited substances on company premises, in company vehicles, or while on company business will be subject to disciplinary action up to and including termination. Law enforcement shall be notified, as appropriate, where criminal activity is suspected.

### Intoxication/Under the Influence

Any employee performing, about to perform, or having just completed performing a safety-sensitive function, who is reasonably suspected of being intoxicated, impaired, under the influence of a prohibited substance, or not fit for duty, shall be suspended from job duties pending an investigation and verification of condition. Employees found to be under the influence of a prohibited substance, who fail to pass a drug or alcohol test, shall be removed from duty and subject to disciplinary action, up to and including termination. A breath alcohol test must be administered by a certified breath alcohol technician with appropriated qualified Federal Register equipment. A breath alcohol concentration of greater than .04 must be obtained to consider alcohol in the employee's body. A drug or alcohol test is considered positive if the individual is found to have a quantitative presence of a prohibited substance in the body above the minimum thresholds as defined in 49 CFR Part 40; or an employee's refusal to test.

### Alcohol Use

No employee should report for duty, or remain on duty when their ability to perform assigned functions is adversely affected by alcohol or when their blood alcohol concentration is 0.02 or greater. No employee shall use alcohol while on duty. No employee shall have used alcohol within four hours of reporting for duty. Violations of these provisions are prohibited and punishable by disciplinary action up to and including termination.

### Illegal Use

Illegal use includes use of any illegal drugs, misuse of legally prescribed drugs, and use of illegally obtained prescription drugs.

## V. PROGRAM COMPONENTS

A urinalysis or other drug/alcohol test may be required, at the City's expense, where circumstances or work place conditions justify it and in conformance with applicable state law. Your consent to submit to such a test is required as a condition of employment.

### Pre-Employment Screening

A positive drug test will disqualify an applicant for employment. Pre-employment testing is mandatory for all job positions requiring the operation of a commercial vehicle and safety sensitive positions.

### Reasonable Suspicion Testing

Reasonable suspicion determinations will be made by two managers or supervisors or a combination thereof, who detect the signs and/or symptoms of drug and/or alcohol use and who reasonably conclude that an employee may be adversely affected or impaired in their work performance. If the employee is not in one of the classes of testable individuals, the employee may be sent home and referred to a Substance Abuse Counselor.

Employees may be subject to a fitness for duty evaluation, to include appropriate urine and/or breathe testing when there are reasons to believe that drug or alcohol use is adversely affecting job performance. A reasonable suspicion referral for testing will be made on the basis of documented objective facts and circumstances, which are consistent with the long or short-term effects of substance abuse. Examples of reasonable suspicion include, but are not limited to, the following:

- a. Adequate documentation of unsatisfactory work performance or on the job behavior.
- b. Physical signs and symptoms consistent with prohibited substance use.
- c. Evidence of the manufacture, distribution, dispensing, possession, or use of controlled substances, drugs, alcohol, or other prohibited substance.
- d. Occurrence of a serious or potentially serious accident that may have been caused by human error.

- e. Fights (to mean physical contact), assaults, and flagrant disregard or violations of established safety, security, or other operating procedures.

### Post-Accident Testing

Post-accident testing is required when a fatality of any person involved in the accident or when the commercial driver (the employee) is cited for a moving traffic violation of any kind and any involved vehicle requires towing from the scene or any person involved requires medical treatment away from the scene of the accident. When required, the employee will be tested as soon as possible, but not to exceed eight hours for alcohol or up to 32 hours for drug testing. An employee involved in an accident must refrain from alcohol use for eight hours following the accident or until they undergo a post-accident alcohol test. Any employee who leaves the scene of the accident, without appropriate authorization prior to submission to drug and alcohol testing, will be considered to have refused the test and subject to disciplinary action including termination.

Accidents resulting in any physical injury or City property damage in excess of \$1,500 will require immediate drug and alcohol testing for the employee(s) involved. Supervisors must immediately take involved employee(s) to the appropriate testing facility if the accident occurs during normal business hours. Any accidents occurring outside of normal business hours will require the employee to receive testing.

### Annual Random Unannounced Testing for Current Employees Who Hold a CDL

The Federal Highway Administration (FHWA) of the U.S. Department of Transportation has enacted 49 CFR Part 382 which mandates urine controlled substance testing and Breathalyzer alcohol testing for commercial vehicle operators and prevents performance of safety-sensitive functions when there is a positive test result as defined in the policy. The U.S. Department of Transportation (DOT) has also enacted 49 CFR Part 40, as amended that sets standards for the collection and testing of urine and breath specimens. The Montana Labor Code, Title 39, MCA, "Workforce Drug and Alcohol Testing Act" allows for the additional testing of all employees provided 49 CFR Part 40 rule apply. This will be done using a scientifically proven method of selection at a rate of 50% annually for controlled substances and 10% percent annually for alcohol. These quotas will be spread out over a minimum of four (4) unannounced selections throughout the year.

### Safety-Sensitive Function-As defined in Montana's "Work Force Drug & Alcohol Testing Act"

This includes employees who engage in the performance, supervision, or management of work in a hazardous work environment, commercial motor carriers, employees that use industrial and construction equipment any employee that handles safety sensitive materials, employees that are required to have a CDL, security position, position affecting public safety, a fiduciary position that has control over City finances or any supervisory or managerial employee that regulates a testable class of employees. A safety-sensitive function is defined in 49 CFR Part 382.107 as any of those on-duty functions that are set forth in 49 CFR, Part 395.2 -- On-Duty Time, paragraphs (1) through (6). Federal Law will preempt any State Law when a contradictory substance abuse ruling is determined.

### Testing Standards

Employees will be considered to have a positive test whenever the drug level exceeds limits established by the Federal Guidelines as determined by a physician trained as a Medical Review Officer in accordance with Department of Transportation regulations. (Refer to Mont. Code Ann. § 39-2-207(5) regarding an employee or applicant's opportunity to provide notification to a Medical Review Officer of any medical information relevant to test results if positive.)

### Return to Duty

Employees who previously tested positive on a drug or alcohol test must test negative and be evaluated and released to duty by a Substance Abuse Professional.

### Follow-up

Any employee who tested positive for drugs or alcohol will be subject to drug and/or alcohol testing upon their return to work. Follow-up tests are unannounced and at least six (6) tests may be conducted in the first twelve (12) months after an individual returns to duty. Follow-up testing may be extended for up to sixty (60) months following return to duty.

### Split Sample

An employee who questions the results of a required drug test may request that an additional test be conducted. This test may be conducted at a different testing DHHS-certified laboratory. The test must be conducted on the split sample that was provided at the same time as the original sample. The employee pays for such testing unless the second test invalidates the original test. If the second test invalidates the original test, the City will pay all costs.

The method of collecting, storing, and testing the split sample will be consistent with the procedures set forth in 49 CFR Part 40. The employee's request for a re-test must be made to the MRO within 72 hours of notice of the initial test result. Requests after 72 hours will only be accepted if the delay was due to documented facts that were beyond the control of the employee.

## VI. TESTING PROCEDURES AND CONFIDENTIALITY

The City affirms the need to protect individual dignity, privacy, and confidentiality throughout the testing process. Information obtained through testing that is unrelated to the use of a controlled substance or alcohol will be held in strict confidentiality by the medical review officer and may not be released to the employer. All testing results will be held confidential to anyone except the tested employee, the designated representative of the city and any legal/administrative position which the incident created and accident or property damage in excess of \$1,500.

Analytical urine drug testing and breathe testing for alcohol may be conducted as required by Federal and State regulations. All applicable employees shall be subject to testing prior to employment, randomly (unannounced basis) for reasonable suspicions, and following a

commercial motor vehicle accident. Employees will be tested prior to and after returning to duty following a positive drug or alcohol test.

Testing shall be conducted in a manner to assure a high degree of accuracy and reliability and using techniques, equipment, and laboratory facilities, which have been approved by the U.S. Department of Health and Human Services (DHHS). All collection and testing will be conducted consistent with the procedures put forth in 49 CFR Part 40.

All required testing will be done through urinalysis or breathalyzer testing unless the results are positive, at which time the City may, at their discretion, require further testing.

The urine sample will be tested for cocaine, opiates, amphetamines, and phencyclidine. An initial drug screen will be conducted on each specimen. For those specimens that are not negative, a confirmatory gas Chromatography/Mass Spectrometry (GC/ms) test will be performed. The test will be considered positive if the amounts present are above the minimum thresholds established in 49 CFR Part 40.

Tests for alcohol concentration will be conducted utilizing a National Highway Traffic Safety Administration (NHTSA)-approved evidential breath-testing device (EBT) operated by a trained breath alcohol technician (BAT). Alcohol screening tests may be performed using a non-evidential alcohol-screening device approved by NHTSA and operated by a screening test technician (STT). Any positive alcohol screen will be confirmed using an EBT. Employees are subject to alcohol testing four hours prior to work, while on call, while performing or immediately following performance of work duties. If the initial test indicates an alcohol concentration of 0.02 or greater, a second test will be performed to confirm the results of the initial test. An employee who has a confirmed alcohol concentration of greater than 0.02 but less than 0.04 will be removed from duty for a minimum of 24 hours. An alcohol concentration of 0.04 or greater will be considered a positive alcohol test and in violation of this policy and subject to sanction up to and including termination. A positive drug and/or alcohol test will also result in disciplinary action up to and including termination.

**ANY EMPLOYEE WHO HAS A CONFIRMED POSITIVE DRUG OR ALCOHOL TEST (GREATER THAN 0.04) MUST BE EVALUATED BY A SUBSTANCE ABUSE PROFESSIONAL (SAP) AND WILL BE REMOVED FROM DUTY.**

Any employee who refuses to comply with a request for testing, who provides false information in connection with a test, or who attempts to falsify test results through tampering, contamination, altering, adulteration, or substitution shall be removed from duty immediately and subject to disciplinary action, up to and including termination. Refusal can include an inability to provide adequate specimen or breathe sample without a valid medical explanation as well as a verbal declaration, obstructive behavior, or physical absence resulting in the inability to conduct the test.

Any employee who tests positive for the presence of illegal drugs or alcohol above the minimum thresholds set forth in 49 CFR Part 40 will be evaluated by a Substance Abuse Professional (SAP). A SAP is a licensed physical psychologist, social worker, employee assistance professional, or addiction counselor with knowledge of any clinical experience in the diagnosis and treatment of

alcohol related disorders. The SAP will evaluate each employee to determine what assistance, if any, the employee needs in resolving problems associated with prohibited substance abuse or misuse. Assistance by a SAP does not shield an employee from disciplinary action or guarantee employment or reinstatement with the City.

If an employee is allowed to return to duty to perform safety sensitive functions, they must properly follow the rehabilitation program prescribed by the SAP, must pass "return to duty" drug and alcohol tests, and be subject to unannounced follow up tests for a period of up to five years. The cost of any treatment of rehabilitation services will be paid directly by the employee or their insurance provider. Employees will be allowed to take accumulated sick leave and vacation leave to participate in the prescribed rehabilitation program.

When an employee receives a positive test, the employee will immediately be suspended. Following this suspension, the City will review the employee's past record of performance. Employees may be terminated at the discretion of the City. If the employee is admitted to, or referred to, a patient treatment addiction program, the employee must successfully complete the program as a condition of continued employment at the employee's own expense. Unsatisfactory past performance will include previous positive drug and/or alcohol testing or documented deficient behavior. In relationship to an employee that tests positive, the City, in addition to disciplinary sanctions, may require the employee to participate in a drug or alcohol counseling program.

The City is dedicated to assuring fair and equitable application of this substance abuse policy. Therefore, supervisors/managers are required to apply all aspects of this policy in an unbiased and impartial manner. Any supervisor/manager who knowingly disregards the requirements of this policy, or who is found to deliberately misuse the policy in regard to subordinates, shall be subject to disciplinary action, up to and including termination.

Employees may request information concerning the effects of alcohol and controlled substances on an employee's health, work, and personal life; signs and symptoms of a problem; and rehabilitation.

Copies of 49 CFR Part 40 and Montana's Workforce Drug & Alcohol Testing Act are available for review from The City.

**This Policy is subject to change, amendment, alterations, and revisions at the sole discretion of the City of Laurel.**



## **CITY OF LAUREL SOCIAL MEDIA USE POLICY**

### **I. PURPOSE**

The City of Laurel has established a social media presence to reach a broader audience of citizens, community members, and visitors with information about City services and events. Just as with any written communications of the City, we seek to ensure the City's social media communication presence is secure, that fair and open public discourse is able to occur, that these communications are properly archived, and that the information provided to the public is accurate and correct.

The City's use of social media currently falls into three general categories:

1. Disseminating time-sensitive information as quickly as possible (for example, releasing information related to an emergency);
2. Reaching a broad audience of citizens, community members, and visitors with information about our services, projects, and events.
3. Gathering input on City services and events from community members, citizens, or visitors.

### **II. APPLICABILITY**

This Policy applies to the development and ongoing use of City-owned websites, social media channels, and intranet portals. This policy also applies when an employee, contractor, or official uses non-City social media channels to discuss City business within the scope of their duties as a City of Laurel employee, volunteer, contractor, or official.

### **III. GENERAL PROVISIONS**

1. An employee, volunteer, department, board, or committee may not create a social media channel on behalf of the City without the authorization and assistance of the City and following all aspects of this Policy.
2. Unless otherwise approved by the City, the City shall be the sole entity authorized to construct and maintain the technical aspects (i.e., channel name, Laurel.mt.gov (or other related) associations, permissions, assigned administrators, etc.) of all social media channels.
3. Departments, boards, and committees must inform the City of its interest in any new social media channels or changes to existing channels prior to the City creating a new channel or modifying an existing channel. All new social media tools, such as a new social media channel, platform, or software application proposed for a City employee, volunteer, department, board, or committee use must be approved by the City.
4. Daily management of content on a social media site shall be the responsibility of the employee, department, board, or committee authorized to manage a social media site.

5. Department Heads are responsible for ensuring all social media use by their departments complies with this Policy.
6. City boards and committees are responsible for ensuring all social media use by their members complies with this Policy. A City board or committee desiring to use social media must do so in conformance with established rules of procedures and the decision to use social media must be entered into the minutes. Boards and committees are expected to take special care to ensure that open meeting laws are not violated through the use of discourse on social media channels.
7. A social media channel shall not be used for internal department work product. Doing so subjects the City to unnecessary risk of loss of information, inaccessibility to work product for other employees, and failed back-ups.

#### IV. STANDARDS OF CONDUCT

1. Employees, volunteers, contractors, officials, and others authorized to maintain content on a City-owned or sponsored social media site must conform to the following standards of conduct:
  - Citizen and customer protection and respect are paramount.
  - We will use every effort to keep interactions factual and accurate.
  - We will strive for transparency, accuracy, and openness in all social media interactions.
  - We will provide links to credible sources of information to support our interactions, when possible.
  - We will publicly correct any information we have communicated that is later found to be in error.
  - We will protect privacy and permissions and will not collect personal information posted by individuals without a compelling reason.
2. All City employees, volunteers, contractors, officials and others understand that the lines between public and private and between personal and professional are often blurred. By identifying yourself as City personnel, you are creating perceptions about your expertise and about the City by stakeholders, customers, business partners and the public. You must ensure all content is consistent with the City's core values and professional and ethical standards.
3. All social media content must comply with all applicable City policies and standards, as well as all laws governing privacy, trade secrets, and other confidential information; Unlawful Use of a Computer, Mont. Code Ann. § 45-6-311; the Montana Criminal Justice Information Act; City Personnel Policy Manual; and Federal copyright laws, federal and Montana trademark and service mark laws.
4. To ensure against copyright infringement: a) use only City-owned photos, videos, and other images, unless you have received permission from the owner; b) assume that visual content you find online is protected by copyright, and do not post it to social media; c) the City

may have a license to use visual content the City does not own — for example, certain visual content created by a consultant or other third party. Be sure to abide by any and all copyright license requirements, including attribution; and d) if you are uncertain about whether the City owns certain visual content or has a license to use it, please contact the the City Attorney's Office.

5. No employee, volunteer, official, board, or committee may disclose confidential, proprietary, or other information protected by law from disclosure. No employee, volunteer, official, board, or committee is permitted, without legal authority, to disclose confidential information concerning personnel, property, government, or affairs of the City. Confidential information is defined as any information which is not available to the general public and which is obtained only by reason of an individual's position with the City.
6. No employee, volunteer, official, board, or committee may use confidential information to advance their own financial or personal interest or the financial or personal interests of any other person.
7. Any employee, volunteer, official, board, or committee should use their best judgment to first determine if information is confidential in nature. If so, they are under an obligation to protect those confidences. If someone is in doubt as to whether information is confidential and must be protected, they must contact the City Attorney for a determination of whether such information can be disseminated.

**This Policy is subject to change, amendment, alterations, and revisions at the sole discretion of the City of Laurel.**

PERSONNEL POLICY  
MANUAL FOR THE CITY OF  
LAUREL, STATE OF  
MONTANA



Effective Date:

---

Adopted via Resolution No. R23-

---

City of Laurel  
P.O. Box 10  
115 West First Street Laurel, Montana 59044  
Phone: (406) 628-7431  
Fax: (406) 628-2289

## **RECEIPT PAGE**

It is expressly understood that the Personnel Policy Manual for the City of Laurel (hereinafter “the City”) does not constitute a guarantee of employment or promise of any kind. The City of Laurel, in its sole discretion, and subject to Montana and federal law or any requirements of Collective Bargaining Agreements by and between the City and applicable bargaining employees, may direct, hire, promote, transfer, assign, and retain employees; supervise, discipline, and relieve employees from their job duties; determine and change hours of work, shifts, and methods of operation; establish, change, or abolish its policies, practices, rules and regulations.

It is understood that this Personnel Policy Manual is issued to inform employees regarding the operating policies of the City of Laurel, as they may be amended from time to time, by recommendation of the City of Laurel Mayor/CAO and approval of the City of Laurel City Council. The Personnel Policy Manual may be changed from time to time at the sole discretion of the City of Laurel and is to be used as a guide to City of Laurel employees in the performance of their duties. As matters evolve within the City of Laurel, additional Exhibits, Amendments, and changes to this Personnel Manual may be made, and if approved by the Mayor/CAO and City Council, will be considered fully binding upon all employees of the City of Laurel, including anyone acting in a Volunteer capacity, where relevant.

Violations of the policies set forth in this Personnel Policy Manual may result in disciplinary action, up to and including termination from employment.

If you are a volunteer that receives any sort of compensation, stipend(s), pay, and/or benefits from the City of Laurel (specifically, with EMS Services and/or the Fire Department), please be advised that, unless otherwise stated herein, the terms and conditions, rights and responsibilities, and policies contained within this Personnel Policy Manual equally apply to you, as a volunteer.

As used herein, “employee” is a term of reference that encompasses both employees and volunteers, whether exempt, non-exempt, full-time, part-time, stipend (or otherwise receiving compensation or benefits from the City of Laurel), bargaining, or non-bargaining.

By signing this statement, the employee acknowledges that the City of Laurel Personnel Policy Manual has been received and read and that the employee understands the policies contained herein.

**Signed:**

Employee: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

**Attest:**

Supervisor: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

## **TABLE OF CONTENTS**

## **Welcome**

The City of Laurel welcomes you and wants you to know what to expect from the City and what the City expects from you. Working for the City is not like any other job. Each of us is obligated to the principle of prompt, courteous, efficient, nondiscriminatory, and quality service to our citizens. We expect all of our employees to act in a professional manner in all aspects of employment, whether dealing with the public or your fellow employees. As a City employee, in effect, you are a public relations person for the City and represent the quality of the City and its employees.

Employees are expected to conduct their job functions in a professional, businesslike manner with minimal interference by other staff members (except Supervisors/Department Heads/Mayor/other City leadership personnel) or visitors. Employee attention to responsibilities and work products should be constant, consistent, efficient, and productive. Personal interference or distractions should be kept to a minimum.

If you are a Volunteer that receives any sort of compensation, stipend(s), pay, and/or benefits from the City of Laurel (specifically, with EMS Services and/or the Fire Department), please be advised that, unless otherwise stated herein, the terms and conditions, rights and responsibilities, and policies contained within this Personnel Policy Manual equally apply to you, as a Volunteer.

You should convey friendliness and cooperation to the public in all conversations. Listen carefully to citizens' requests, answer questions carefully and accurately, or refer them to the appropriate department or official. There is no substitute for a friendly and cooperative employee in giving the public trust and satisfaction that we are representing the City to the best of our abilities.

This Personnel Policy Manual is presented as a matter of information only and nothing contained in this Personnel Policy Manual shall be construed as an agreement or contract of employment between the City of Laurel and any one or all of its employees. While this Personnel Policy Manual describes the current policies and benefits of the City of Laurel, these policies are not conditions of employment nor do they create any vested rights for City employees. These policies may be changed, at the sole discretion of the City of Laurel, in its managerial rights, according to law.

This Personnel Policy Manual cannot cover all employment situations, scenarios, or questions, but it is designed to cover the basic rules. Policies and rules contained within the manual will be added, updated, or deleted as determined by the City of Laurel. If, after reviewing this general Statement of Policy, you have additional questions, contact your Department Head, myself, or the City Attorney for assistance.

We are proud of the reputation and success of the City. It is our belief that these accomplishments are the result of dedication, hard work, and good communication.

We hope that you will find your employment with the City of Laurel rewarding.

**MAYOR OF THE CITY OF LAUREL**



## **GENERAL PROVISIONS**

### **Purpose of Personnel Policy Manual**

The purpose of this Personnel Policy Manual is to provide you with a summary of the rules, regulations, standards of employment, and available benefits pertaining to your work assignments and work activity as an employee of the City of Laurel. Please read the contents carefully. This Personnel Policy Manual supersedes any and all previous documents pertaining to rules and regulations at the City of Laurel. During the course of your employment, the City encourages you to refer back to it when you have a question.

This Personnel Policy Manual is further intended to help you feel comfortable in your job and assist you in finding satisfaction in your job performance. Should you have any problem or concern relating to any action or situation affecting your work assignments or work conditions, please feel free to communicate your concerns. The Problem Resolution Procedure presented in this Personnel Policy Manual is for the express purpose of helping you find a satisfactory resolution to any and all problems.

This Personnel Policy Manual contains the rules and regulations for your employment relationship with the City. The Personnel Policy Manual is not intended to create any contractual rights in favor of you or the City.

The specific rules, regulations, standards of employment, and available benefits pertaining to your work assignments and work activity at the City are summarized in the Personnel Policy Manual. Your compensation and duties will be governed by your assigned job position and/or job description.

We hope you find your work satisfying and rewarding. We look forward to a successful employment relationship.

### **Right to Revise**

This Personnel Policy Manual contains the employment policies and practices of the City in effect at the time of publication. All previously issued Personnel Policy Manuals and any inconsistent policy statements or memoranda are superseded.

The City reserves the right to revise, modify, delete, clarify, or add to any and all policies, procedures, work rules, or benefits stated in this Personnel Policy Manual or in any other document. However, any such changes must be in writing and must be signed by an authorized representative of the City.

Any written changes to this Personnel Policy Manual will be distributed to all employees so that the employees will be aware of the new policies or procedures. No oral statements or representations can in any way alter the provisions of this Personnel Policy Manual.

This Personnel Policy Manual sets forth the entire agreement between you and the City for the duration of employment and the circumstances under which employment may be terminated.

Nothing in this Personnel Policy Manual or in any other personnel document, including benefit plan descriptions, creates or is intended to create a promise or representation of continued employment for any employee.

### **Severability**

If any part of this Handbook is found to be unenforceable, or to violate State or Federal law, the balance of the Handbook shall remain in effect.

### **Authority/Applicability**

The City of Laurel City Charter requires the City's personnel system to be consistent with applicable federal and state law and that all appointments and promotions of City officers and employees be made solely on the basis of merit and qualifications demonstrated by a valid and reliable examination or other evidence of competence.

In addition, the Charter provides the City Mayor with the authority to appoint and suspend or remove all City employees, except as otherwise provided by law, the Charter, or the Laurel Municipal Code, and to adopt personnel rules. The Charter also requires the City Mayor to direct and supervise the administration of all departments, offices, and agencies, except as otherwise provided by law, the Charter, or the Laurel Municipal Code.

The Charter prohibits the use of public office for private gain.

This Handbook applies to all employees of the City including employees of the Laurel Public Library, the Laurel City Court, the Laurel Fire Department, the Laurel EMS Department, the Laurel Police Department, the Laurel Public Works Department, the Laurel Planning Department, the Laurel Clerk-Treasurer's Office, the Laurel City Attorney's Office, and other City Departments. Certain procedures and policies may vary for employees with the Public Library or other Departments, including the City Attorney's Office. In addition, certain procedures and policies may vary, depending upon Collective Bargaining Agreements.

### **Delegation of Authority**

The City Mayor is responsible for the direction and supervision of all City employees. The City Mayor may in turn authorize any administrative officer subject to the Mayor's direction and supervision to exercise the City Mayor's powers with respect to subordinates in that officer's department, office, or agency. This may include the authority to appoint, hire, discipline, and terminate employees.

The City Mayor has authorized department directors to delegate the authority to issue discipline, up to and including the issuance of written reprimands to their subordinate supervisors and employees. Those delegated authority to issue written reprimands may also require corrective action, including issuing performance improvement plans and disciplinary probation and termination. The City Mayor must authorize such delegation in writing. This delegation of authority does not abrogate the City Mayor's authority to exercise his/her authority to appoint, suspend, or remove employees. The City Mayor may withhold any or all of this authority from a

Department Head. Either the City Mayor or a Department Head may withhold this authority from the Department Head's subordinate.

The City Attorney must be consulted prior to the issuance of any disciplinary action, other than verbal counseling. Failure to consult with the City Attorney does not invalidate or void a disciplinary action. Department Heads must be notified in advance of any action regarding appointment, suspension, or removal taken by a properly authorized supervisor within their department.

### **Employment Policy Amendment Process**

From time to time, the City reviews its policies and procedures and makes revisions based on the need for or desirability of changes. In doing so, the City reserves the right to amend, alter, delete, and add policies, with or without notice. In addition, the City remains free to decide in all cases how to apply the policies expressed herein to any particular set of circumstances.

### **Employee Work Product and Records**

Employees are required to maintain official documents, work product, and other material associated with the effective completion of their daily work. Electronic, hard copy documents, and other material must be maintained in accordance with professional standards as directed by each department. All files and documents, including electronic documents, must be maintained in a manner that is consistent with the City's record retention policies and Montana law applicable to public employees. Work product and materials created or developed by an employee in the course and scope of their employment are property of the City and should be accessible as such at all times.

### **City Officers/Department Heads**

City Officers and Department Heads are set forth by Montana law and the Laurel Municipal Code. Employees are encouraged to review the organization, and understand the relationship of their position to the overall organization of the City.

### **Collective Bargaining Agreements**

The City has entered into two agreements with collective bargaining units representing employees. Employees will be advised of their collective bargaining unit upon entry to employment and will be provided with a copy of the current collective bargaining agreement.

The provisions of the City Personnel Policy Manual shall apply to all employees except in cases where these policies conflict with applicable Collective Bargaining Agreements duly agreed upon by authorized employee organizations. Where there is a conflict, the applicable Collective Bargaining Agreement shall apply to those represented employees only. Employees covered by such Collective Bargaining Agreements are not entitled to benefits or rights listed in the City Personnel Policy Manual where not specifically granted by the applicable Collective Bargaining Agreement. Employees subject to Collective Bargaining Agreements shall hereinafter be referred to as "bargaining employees."

## **Union Activity During Work Hours**

Union activity during working hours is restricted to that allowable under State and Federal laws and/or the appropriate bargaining unit agreement.

## **Volunteers**

If you are a volunteer that receives any sort of compensation, stipend(s), pay, and/or benefits from the City of Laurel (specifically, with EMS Services and/or the Fire Department), please be advised that, unless otherwise stated herein, the terms and conditions, rights and responsibilities, and policies contained within this Personnel Policy Manual equally apply to you, as a volunteer.

As used herein, “Employee” is a term of reference that encompasses both employees and volunteers.

## **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 most 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.

## **Equal Employment Opportunity Employer (EEO)**

### *Objective*

The City is an equal opportunity employer. In accordance with anti-discrimination laws, it is the purpose of this policy to effectuate these principles and mandates. The City prohibits discrimination and harassment of any type and affords equal employment opportunities to employees and applicants without regard to race, color, religion, sex, sexual orientation, gender identity or expression, pregnancy, age, national origin, disability status, genetic information, protected veteran status, or any other characteristic protected by law. The City conforms to the spirit, as well as to the letter of, all applicable laws and regulations.

### *Scope*

The policy of equal employment opportunity (EEO) and anti-discrimination applies to all aspects of the relationship between the City and its employees, including:

- Recruitment.
- Employment.

- Promotion.
- Transfer.
- Training.
- Working conditions.
- Wages and salary administration.
- Employee benefits and application of policies.

The policies and principles of EEO also apply to the selection and treatment of independent contractors, personnel working on our premises who are employed by temporary agencies and any other persons or firms doing business for or with the City.

#### Dissemination and Implementation of Policy

The management of the City will be responsible for the dissemination of this policy. All supervisors are responsible for implementing equal employment practices within each department.

The City Attorney, the Mayor, and the Clerk-Treasurer is responsible for overall compliance and will maintain personnel records in compliance with applicable laws and regulations.

#### Procedures

The City administers our EEO policy fairly and consistently by:

- Posting all required notices regarding employee rights under EEO laws in areas highly visible to employees.
- Advertising for job openings with the statement "*We are an equal opportunity employer, and all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity or expression, pregnancy, age, national origin, disability status, genetic information, protected veteran status, or any other characteristic protected by law.*"
- Posting all required job openings with the appropriate agencies.
- Forbidding retaliation against any individual who files a charge of discrimination, opposes a practice believed to be unlawful discrimination, reports harassment, or assists, testifies, or participates in an EEO agency proceeding.
- Requires employees to report to a member of management, an HR representative, or the City Attorney any apparent discrimination or harassment. The report should be made within 48 hours of the incident.
- Promptly notifies the City Attorney of all incidents or reports of discrimination or harassment and takes other appropriate measures to resolve the situation.

#### Remedies

Violations of this policy, regardless of whether an actual law has been violated, will not be tolerated. The City will promptly, thoroughly, and fairly investigate every issue that is brought to its attention in this area and will take disciplinary action, when appropriate, up to and including termination of employment.

### **Non-Discrimination in Employment**

The City of Laurel complies with Federal and State laws regarding non-discrimination in employment. Applicants for employment are considered for employment and employees shall hold their employment without discrimination because of their race, color, political beliefs, veteran/military status, religion, national origin, age, sex, disability/handicap, genetic information, sexual orientation or marital status as required by law, except when reasonable business demands so require and the law requires such distinction. In no event shall the hiring of any employee be considered as creating a contractual agreement or specified time period of employment, except as otherwise contemplated by Federal or State laws.

The City is committed to compliance with all applicable laws providing equal employment opportunities. This commitment applies to all persons involved in the operation of the City and prohibits unlawful discrimination by any employee of the City, including supervisors and co-workers, all Volunteers of the City, and any independent contractors utilized by the City.

### **Harassment / Sexual Harassment**

The City of Laurel is committed to providing a work environment free of harassment. Commitment towards or involvement in any act of unlawful harassment of another individual will not be tolerated. All forms of harassment, including any degrading work assignment(s), word(s), or action(s), toward an individual based upon that individual's race, color, religion, sex, sexual orientation, age, national origin, genetic information and marital status are prohibited.

It is specifically emphasized that sexual harassment in any form is expressly prohibited. Conduct of any kind that is perceived to be sexual harassment by a supervisor or employee will not be tolerated.

Sexual harassment conduct includes, but is not limited to: explicitly or implicitly subjecting an employee to sexual advances as a condition of the employee's employment, evaluation, salary, advancement, assigned duties, shifts, or any other condition of employment; sexual flirtations, touching, advances, or proposition; the development of a perceived flirtatious personal relationship between two employees where one employee is in a position to assign or review the work of the other; verbal abuse of a sexual nature; graphic or suggestive comments about an individual's dress or body; sexually degrading words to describe an individual; the display in the work place of sexually suggestive objects or pictures, including nude photographs; and/or any unwelcome conduct which unreasonably interferes with the employee's job performance or creates a hostile or offensive work environment. Any employee who engages in the conduct of harassment will be subject to discipline and/or termination.

Prohibited unlawful harassment includes, but is not limited to, the following behavior:

- Verbal conduct such as epithets, derogatory jokes or comments, slurs or unwanted sexual advances, invitations, or comments;
- Visual displays such as derogatory and/or sexually-oriented posters, photography, cartoons, drawings or gestures;
- Physical conduct including assault, unwanted touching, intentionally blocking normal movement or interfering with work because of sex, race, or any other protected basis;
- Threats and demands to submit to sexual requests as a condition of continued employment, or to avoid some other loss, and offers of employment benefits in return for sexual favors; and
- Retaliation for reporting or threatening to report harassment.

### **Reporting an Act of Harassment**

You are requested and strongly urged to immediately report to your supervisor, the Mayor, or the City Attorney any act of harassment. All complaints of harassment will be treated seriously and employee confidentiality will be respected. The City prohibits retaliation against any individual who reports discrimination or harassment or participates in an investigation of such reports. Retaliation against an individual for reporting harassment or discrimination or for participating in an investigation of a claim of harassment or discrimination is a serious violation of this policy and, like harassment or discrimination itself, will be subject to disciplinary action or termination of employment.

Sexual harassment, discrimination, retaliation and other inappropriate behavior cannot and will not be tolerated under any circumstances. The only way we can stop such behavior in the workplace is to bring it out in the open by communication and total employee/employer commitment.

Remember that City management cannot correct any situation that is of concern to you unless it knows about it. In this regard, your cooperation is needed and appreciated.

At any time, you are encouraged to immediately contact the Mayor or the City Attorney to report any alleged acts of harassment or discrimination. This information will be held confidential, except to the extent needed to report to City Administration, unless you agree that this information can be divulged in a non-confidential manner.

You also should be aware that the Federal Equal Employment Opportunity Commission and various state agencies investigate and prosecute complaints of prohibited harassment in employment. If you think you have been harassed or that you have been retaliated against for resisting or complaining based upon a protected class status, you may file a complaint with the appropriate agency.

### **The Americans with Disabilities Act (ADA)**

The City is committed to providing equal opportunity and reasonable accommodations to employees with disabilities. the City complies with the Americans with Disabilities Act and all other applicable federal, state, and local laws regarding disability discrimination and accommodation.

Reasonable accommodations are available for the known physical or mental limitations of qualified employees with disabilities. An employee is *qualified* if they can perform essential job functions with or without reasonable accommodation.

For purposes of this policy, a *disability* is any physical or mental impairment that substantially limits a major life activity.

A *reasonable accommodation* is a modification or adjustment of an employee's job or work environment that enables that employee to perform essential job functions or enjoy the same employment benefits and privileges as similarly situated employees without disabilities. Examples of reasonable accommodations include: modifying a workspace to make it wheelchair accessible, providing screen reading software, or adjusting an employee's work schedule to accommodate medical appointments. The City does not provide accommodations of a personal nature, such as eyeglasses or hearing aids.

The City is committed to providing accommodations so long as accommodations do not place an undue hardship on business operations or pose a threat to the health or safety of employees in the workplace.

#### Accommodation Process

The City will actively engage in an interactive process with employees who request accommodations to determine what, if any, accommodation can be provided. The City aims to process requests for accommodations in a prompt and efficient manner.

Employees can request accommodations by contacting their immediate supervisor or the City Attorney. Employees can contact the City Attorney by phone, by email, or in person.

Employees who request accommodations will be asked to complete a *Disability Accommodation Request Form* and have a physician complete an *Accommodation Medical Certification Form*.

Once the City receives accommodation documentation, the City makes an initial determination about the employee's eligibility for accommodations. The City can request additional medical information or have an employee's medical information reviewed by a medical expert to make this initial determination. In addition, the City can ask employees to provide information about their educational qualifications and work experience if their reassignment to another position is considered as an accommodation.

If the City finds that an employee is eligible for an accommodation, the City notifies the employee's supervisor. The City works with the employee's supervisor to examine the essential functions of the employee's job and find what, if any, accommodation can be provided. Determinations regarding accommodations are made jointly by the City and the employee's supervisors. Such determinations are made on a case-by-case basis.



Employees who are denied accommodations are notified of the denial and the basis for the denial. Employees can appeal accommodation determination rulings.

Accommodations are reviewed annually. As part of the review, employees can be asked to provide updated medical information to demonstrate that the need for accommodations is ongoing.

Employees who have questions about the accommodation process should contact the City Attorney.

### Confidentiality

All information obtained by the City concerning medical conditions or history of employees, including genetic information, is maintained in separate medical files and treated as confidential records that are disclosed only as permitted by law. The City Attorney, HR representatives, and supervisors who have knowledge of employees' medical information are prohibited from sharing such information unless others need to be informed.

### Anti-Retaliation

Retaliation for requesting an accommodation is prohibited.

## **Family and Medical Leave Act (FMLA)**

### Eligibility

All full-and part-time employees who have been employed by the City for at least twelve months, not necessarily consecutively, and have worked a minimum of 1,250 hours during the immediately preceding twelve months are eligible for a leave of absence under this policy.

### Policy Statement

In accordance with the Family and Medical Leave Act of 1993 (FMLA), the City will grant eligible employees up to twelve weeks of unpaid leave during a twelve-month period for any of the following reasons: (1) to care for the employee's child within one year of birth, adoption, or the initiation of foster care; (2) to care for a child, spouse, or parent with a serious health condition; (3) because the employee's own serious health condition makes the employee unable to perform his or her job; or (4) because of any qualifying exigency arising out of the fact that the employee's spouse, son, daughter or parent is a covered military member on active duty (or has been notified of an impending call or order to active duty) in support of a contingency operation. The City will grant up to 26 weeks of FMLA leave during a single 12-month period to an employee to care for a family member or next of kin who is a covered service member with a serious injury or illness. Upon the completion of FMLA leave, an employee generally will be reinstated to the position that the employee held when the leave commenced, or to an equivalent position with equivalent pay, benefits, and other terms and conditions of employment.

### Scheduling of Leave

- a. Except for care of a covered service member as provided below, eligible employees may take a maximum of twelve weeks of leave during a twelve-month period. In all cases, the twelve month period shall be measured from the date the employee's first FMLA leave begins.
- b. Family leave, i.e., leave for childbirth, adoption, or foster care must be taken and completed within one year of the birth, adoption, or the initiation of foster care. Such leave ordinarily must be taken all at once unless the employee's supervisor agrees to an alternative leave arrangement that satisfies the operational needs of the City.
- c. Medical leave, i.e., leave for the serious health condition of an employee (including disability in connection with pregnancy or childbirth) or an employee's spouse, parent, son or daughter, may be taken whenever medically necessary. Depending on the circumstances, medical leave may be taken all at once, intermittently, or on a reduced work basis. However, if the employee's need for intermittent leave or leave on a reduced basis is foreseeable based on planned medical treatment, the employee must make a reasonable effort to schedule the treatment in a way that will minimize disruptions to the City's operations. The City may, with justifiable cause, ask an employee to modify his or her treatment schedule in order to better accommodate the City's needs.
- d. Leave for covered service members. Leave to care for a covered service member who has a serious injury or illness is a one-time leave of up to 26 weeks in a single 12-month period.

#### Employee Notice Requirements

If an employee's need for FMLA leave is foreseeable, the employee must provide his or her supervisor or the City Attorney with at least thirty days advance written notice before the leave can begin, or as much notice as is practicable under the circumstances. Such notice should include the employee's reason for requesting leave as well as its anticipated timing and duration.

If an employee's need for FMLA leave, or its approximate timing, is not foreseeable, the employee is expected to give his or her supervisor or the City Attorney notice as soon as possible under the circumstances. Ordinarily, such notice means complying with the City's usual policy for calling in at or before the start of the workday or at the latest one working day after the employee learns of the need for the leave.

#### Employer Notice Requirements

Employees will be provided detailed notice at the time they request FMLA leave, which explains their rights to FMLA leave, their eligibility for leave, and specifies the expectations and obligations of the employee during FMLA leave and the consequences of any failure to meet these obligations.

#### Medical Certification Requirements

Any employee requesting a medical leave, either to care for a sick relative or because of the employee's own serious health condition, may be required to provide a doctor's statement

supporting the employee's need for leave within fifteen days after requesting leave. Employees should contact the City Attorney as soon as their need for a medical leave is determined.

A doctor's statement may be required to be submitted monthly while an employee is on medical leave in order to certify the employee's continuing need for leave. A doctor's statement also may be required if an employee requests an extension of leave, or if there is a significant change in circumstances related to the employee's need for leave.

As a condition of returning to work, an employee who has been on medical leave is required to present a doctor's statement certifying that the employee is well enough to resume work. A medical certification also is required in any case where an employee on FMLA leave represents that he or she is unable to return to work for medical reasons.

The Genetic Information Nondiscrimination Act of 2008 (GINA) prohibits employers and other entities from requesting genetic information of employees or their family members. In order to comply with this law, employees should not provide any genetic information or information about their family medical history when responding to a request for medical information to support a request for FMLA leave. "Genetic information" as defined by GINA includes an individual's family medical history, the results of an individual's or family member's genetic tests, the fact that an individual or an individual's family member sought or received genetic services, and genetic information of a fetus carried by an individual or an individual's family member or an embryo lawfully held by an individual or family member receiving assistive reproductive services.

#### *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 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.

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.

#### *Return to Work*

An employee on FMLA leave is expected to report periodically to the employee's supervisor on his/her status and intent to return to work and those on leave for a serious health condition will be required to provide medical certification of their ability to return to work.

The City will make every effort to restore all employees on leave to their original or equivalent positions with equivalent pay, benefits, and other employment terms. However, it may be necessary to deny restoration to certain highly compensated "key employees" in order to avoid substantial and grievous economic injury to the City's operations. The Department Head or the City Attorney will notify any employee who qualifies as a "key employee" and thus might be denied restoration, as soon as possible after the employee requests leave.

#### *Enforcement*

Employees may file a claim with the Wage and Hour Division of the Department of Labor or bring a private lawsuit in court in order to enforce their rights under the FMLA. Information is available at [www.wagehour.dol.gov](http://www.wagehour.dol.gov).

### **Conflict Resolution Policy**

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.

#### *Purpose*

This conflict resolution policy establishes a process for all employees to seek resolution of work-related problems including, but not limited to, disagreements among employees, workplace issues, violations of City policies and procedures, and claims of harassment or discrimination. This policy does not apply to involuntary dismissal, reduction in force, or other matters of employment status or disciplinary action unless there is documented evidence that any such action is in violation of written City policies or procedures or applicable state or federal law.

#### *Conflict Resolution Procedure*

The City encourages employees to use the conflict resolution procedure to settle differences with their co-workers. The conflict resolution procedure applies to issues that are not covered under the provisions of Title VII of the Civil Rights Act of 1964 (Title VII). Issues that fall under Title VII should be addressed immediately and resolved through this policy's Grievance Procedure.

To pursue resolution of workplace issues with co-workers, reporting employees should follow the steps below. If either the reporting or responding employee becomes uncomfortable at any time during the process, they may seek immediate assistance from the City Attorney or their direct supervisor to arrange resolution.

1. Arrange a discussion with the co-worker with whom they have a conflict.
2. If the issue is unresolved after Step 1, the reporting employee should bring their concerns to their direct supervisor. The reporting and responding employees and their supervisor(s) will meet within five (5) working days. The intent of this meeting is to find a resolution that is mutually satisfactory to the employees involved in the initial conflict. The supervisor will respond in writing to all involved employees within five (5) working days of the meeting. The response will include a summary of the conflict as understood by the supervisor and a preliminary determination. If the complaint involves employees that work under the direction of different supervisors, the supervisors will convene and jointly prepare a written response that includes their understanding of the conflict in question and a proposed outcome.
3. If the discussion with the immediate supervisor does not resolve the problem to the mutual satisfaction of the reporting employee and the supervisor, or if the supervisor does not respond to the complaint, the reporting employee should submit a written complaint to the second-level supervisor in their chain of command. The second-level supervisor receiving the complaint must forward a copy to the City Attorney within five (5) working days of the response from the supervisor. The second-level supervisor's submission should include:
  - A description of the issue, including the date the related incident occurred;
  - Suggestions on ways to resolve the problem;
  - The date when the reporting employee met with their immediate supervisor; and
  - A copy of the immediate supervisor's written response or a summary of their verbal response. If the supervisor provided no response, their non-response should be noted in the complaint.

Within five (5) working days of receiving the reporting employee's complaint, the second-level supervisor must schedule a meeting with the reporting employee to discuss the complaint. Within five (5) working days of the discussion, the second-level supervisor should issue a written and oral decision to the reporting employee. This decision must be reviewed by the City Attorney prior to the second-level supervisor's meeting with the employee.

4. If either the reporting or responding employee is dissatisfied with the proposed outcome or if the supervisors cannot agree on a proposed outcome, the supervisor(s) shall consult with the City Attorney and the Mayor/Chief Administrative Officer who will make the final determination regarding a resolution.

5. If a reporting employee feels that the outcome of the conflict resolution procedure has not resolved the issue, they may seek resolution via the Grievance Procedure below.

### Grievance Procedure

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 must 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. 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.

#### Prohibition on Providing False Information

The City places great importance on the integrity of its policies and procedures. False complaints can cause irreparable harm to the City, regardless of the outcome of an investigation. Accordingly, any employee who knowingly files a false report or complaint, knowingly provides false information, or intentionally misleads City officials will be subject to disciplinary action.

#### Prohibition on Retaliation

The City adheres to Equal Employment Opportunity Commission guidelines and will not harass, take adverse employment action, or retaliate in any manner against any employee reporting in good faith a concern about unlawful or inappropriate actions or misconduct.

#### Confidentiality

The City will make every reasonable effort to protect the confidentiality of information received in connection with matters of employee conflict and grievances. Information related to these matters will be shared on a need-to-know basis only. Appropriate City Staff will, however, share information, as appropriate and necessary, in order to address and resolve the concerns at issue and prevent the recurrence of similar situations. There may be instances where it is the City’s ethical and legal responsibility to disclose information regarding the circumstances related to a specific conflict or grievance. Should this be the case, those involved will be notified prior to the information being released.

### **EMPLOYMENT**

#### **Employee Classifications**

Employees will be classified as full-time or part-time. Following the completion of the benefit waiting period, employees may be eligible for employee benefits as defined by the benefit plan policy. Part-time employees are not eligible for employee benefits. Volunteers are not eligible for benefits, unless otherwise negotiated between the City and the volunteer(s).

#### **New Employees**

New employees will complete an informal orientation session with the Department Head, Clerk/Treasurer and/or their designee. The employee will have the opportunity to complete necessary employment forms required by Federal and State law, as well as payroll and withholding information. The Department Head, Clerk/Treasurer and/or their designee will explain in general terms the rules and expectations and provide an overview of the pay and benefit packages offered by the City. The employee will be responsible for reading and following the policies established within the Personnel Policy Manual.

### **Full-Time Employees**

Full-time employees are those who are scheduled for and do work 40 or more hours per week. Following the completion of the Probationary Employment Period, full-time employees may be eligible for employee benefits, subject to the existing terms and conditions of those benefits, by and between the City and the beneficiary provider

### **Full-Time Contract Employees**

A full-time employee whose term of employment and conditions of employment are contained in a written Employment Contract that is negotiated by the Mayor and approved by the City Council is subject to those terms and conditions, as contained within the written Employment Contract.

### **Part-Time Employees**

Part-time employees are those who are scheduled for and work fewer than 40 hours per week. Part-time employees are not eligible for benefits.

### **Temporary Employment**

A temporary employee is one who works on a regular or irregular basis, for a specified period of time, not to exceed twelve (12) months, and whose employment is terminated at the end of the work period. Temporary employees do not have priority over outside applicants to regular full-time positions, but are invited to apply for regular full-time positions as appropriate. A temporary employee may be eligible for limited benefits after completion of the qualifying period, depending upon the City's policies and procedures, in place, at the time of the employee's status change.

### **Short-Term Employment**

A short-term employee is one who works for short periods of time, not to exceed ninety (90) days in any continuous twelve (12) month period and is not eligible to earn leave, holiday, or group insurance benefits. Short-term employees do not have priority over outside applicants to fill regular full-time positions, but are invited to apply for regular full-time positions as appropriate.

### **Seasonal Employment**

A seasonal employee is one who performs work interrupted by seasons and may be recalled without loss of rights and benefits accrued in the previous season. A seasonal employee may be eligible for limited benefits after completion of the qualifying period, depending upon the City's policies and procedures, in place, at the time of the employee's status change..

### **Contract for Service**

Contract for Service involves those who work for the City pursuant to an employment contract or on an independent contract basis. Work assignments, responsibilities, and payment are all identified in the contract. Independent Contractors are not considered employees of the City of Laurel and receive no employee benefits and may be required to demonstrate independent contractor registration and proof of insurance, including liability, unemployment, and workers'



compensation coverage. Independent contractors are not bound by the express terms of the policies contained herein, except to the extent applicable to contractual terms for which they have negotiated.

### **Volunteers**

Volunteers include those on the roster of the Laurel Fire Department and Laurel EMS as volunteers, and shall include other volunteers, on the roster as volunteers, for any other department of the City. Volunteers are expected to conduct themselves in accordance with the responsibilities outlined in this Personnel Policy Manual, but they may not be entitled to the same rights and benefits of employees employed by the City. Volunteers are expressly required to comply with the terms and provisions of this Personnel Policy Manual, as it relates to usage of City property and assets, social media policies and procedures, reporting of grievances and conflict resolution issues, employee dress and appearance, and other relevant policies and procedures.

### **Hours of Work**

The normal workday hours and workweek may vary from employee to employee. Work periods may vary from assignment to assignment and may require overtime. Each non-exempt employee is required to know their work schedule and be in attendance as assigned. Exempt employees are expected to meet the requirements of their job, which may necessitate varied hours of work.

Failure to comply with the required work hours for an employment position may result in disciplinary action, including to and up to termination of employment.

### **Work Schedules**

Your supervisor will assign your individual work schedule. Failure to observe work schedules, including any assigned rest and lunch periods, is not permitted. All employees are expected to be at their desks or workstations at the start of their scheduled shifts, ready to work. Employees are expected to work all of their scheduled hours. Leaving work for any reason during normal working hours without permission may be considered job abandonment.

Failure to comply with this policy may result in disciplinary action, including to and up to termination of employment.

### **Tardiness**

Reporting to work on time is required. "On-time" is defined as being properly dressed, being at your assigned workstation and being prepared to begin work at the start of the scheduled work period. Anytime you are absent or late it impacts the City's operation and places an additional burden on your coworkers. Employees are expected to report to work as scheduled, on time and prepared to start work. Employees also are expected to remain at work for their entire work schedule, except for meal periods or when they are required to leave on City business. Sleeping or malingering on the job is not permissible. Late arrival, early departure, or other absences from scheduled hours are disruptive and must be avoided.

Failure to comply with this policy may result in disciplinary action, including to and up to

termination of employment.

### **Attendance / Absenteeism**

Regular attendance is required. If you are unable to report for work on any particular day, you must personally contact your supervisor prior to your scheduled shift with reasonable notice to allow your supervisor to have someone else fill in for your job duties. In all cases of absences or tardiness, employees must provide their supervisor with an honest reason or explanation. Employees must also inform their supervisor of the expected duration of any late arrival and/or absence. Failure to notify a supervisor when unable to report to work may result in disciplinary action, up to and including termination.

If you are going to be absent for more than one day and are not on an approved leave of absence, you are required to contact your immediate supervisor each day prior to the start of your shift to inform him/her of your status. Additionally, if you are absent due to illness, your supervisor may request that you provide a physician's statement verifying your illness. Failure to provide a physician's certificate when requested or required to do so, excessive absenteeism (excused or not) and/or irregular attendance may be grounds for discipline, up to and including termination of employment. Each situation of excessive absenteeism or tardiness shall be evaluated on a case-by-case basis. However, even one unexcused absence may be considered excessive, depending on the circumstance. There is no compensation for an unexcused absence or tardiness for non-exempt employees.

Voluntary termination results when an employee voluntarily resigns his or her employment, or fails to report to work without notice to, or approval by, his or her supervisor. All City- owned property, including vehicles, keys, uniforms, identification badges, and credit cards, must be returned immediately upon termination of employment.

### **Meals and Rest Periods**

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.

The work week is from 12:01 a.m. Sunday to midnight 12:00 p.m. Saturday. Generally, a normal work day is an 8 hour period, unless otherwise provided. All employees are afforded an unpaid lunch break around mid-day as scheduled by their supervisor. Non-bargaining and non-exempt employees are permitted a paid morning and afternoon rest break of 15 minutes when the schedule allows. Any deviation of this policy must be approved by the Department Head. 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.

### **Job Duties**

You will be trained on your job responsibilities and the performance standards expected of you. Be aware that your job responsibilities may change at any time during your employment. From time to time, you may be asked to work on special projects, or to assist with other work necessary or important to the operation of the City.

The City reserves the right, at any time, without or without notice, to alter or change the job responsibilities, reassign or transfer job positions, or assign additional job responsibilities.

### **Reductions in Force**

Under some circumstances, the City may need to restructure or reduce its workforce. If restructuring our operations or reducing the number of employees becomes necessary, the City will attempt to provide advance notice, if possible, to help prepare affected individuals. If possible, employees subject to layoff will be informed of the nature of the layoff and the foreseeable duration of the layoff, whether short-term or indefinite.

In determining which employees will be subject to layoff, the City will take into account, among other things, operation and requirements, the skill, productivity, ability, and past performance of those involved, and also, when feasible, the employee's length of service.

### **Discipline**

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.

Discipline is at the discretion of the City and shall be decided on a case-by-case basis. If you disagree with any disciplinary action, you are required to follow the internal grievance procedure.

### **Policy**

Employees are required to adhere to City policies and procedures and perform their job in a manner that is consistent with all City policies and procedures and accepted professional and personal standards of behavior for a public workplace. Employees are expected to perform their work in a manner that ensures public confidence in the functions of the City and which complies with local, state, and federal law. Employees who have completed their initial employment period and are no longer serving a probationary period are subject to good cause for discipline and discharge.

### **Employee Misconduct**

Disciplinary action may be taken in cases of employee misconduct. Employee misconduct means, but is not limited to, violation of City policies or procedures, willful neglect of an employee's duty, insubordination, disruptive behavior, and any conduct on the job not in keeping with generally accepted professional and personal standards of behavior associated with employment, as well as

other activities that might adversely affect the confidence of the public, and violations of federal and/or state law.

Reasons for disciplinary action may include, but are not limited to:

- Violations of any policy in this Personnel Policy;
- Violating job-related federal, state, and/or local laws;
- Commission of a felony or misdemeanor;
- Dishonesty, including but not limited to giving false information, falsifying time records for payroll, falsifying other records, or making false statements when applying for employment;
- Unsatisfactory job performance;
- Unsafe work practices, failure to follow safety policies, or both;
- Disrespect to the public or fellow employees;
- Being absent or tardy for any reason, or being wasteful of material, property or working time;
- Failing to follow the orders of your supervisor(s);
- Inability to get along with fellow employees and the public;
- Misuse or destruction of City or other employee's property;
- Being on City premises that are not open to the general public during nonworking hours without authorization;
- Abuse of sick or other leave;
- Any other conduct on the job not in keeping with acceptable standards of behavior generally associated with employment.

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. When disciplinary action is appropriate, the employee may follow the grievance procedure.

### **Personal Information**

For accurate administration of your wages and benefits, and for compliance with Federal and State regulations, it is necessary that current and accurate personnel records be maintained. This information is also necessary in the event you must be reached for an emergency or available work. If there are changes, or if you observe any errors in your personnel records, please notify your supervisor immediately. Please report any of the following changes as they occur:

- Name

- Address
- Telephone number
- Marital status
- Number of dependents
- Education (courses completed and other training or skills required)
- Selective service status
- Emergency contact person(s)

### **Personnel Records**

Employee personnel records are intended to capture the historic and current conditions of employment for each employee. The information contained in such records is of benefit to the City and the employee and employees should ensure that the information is accurate and current. This includes updated certifications, beneficiaries, personal contact information, and current position details.

Employees receive upon employment copies of this Handbook; his/her class specification, and a letter of hire specifying the beginning date of employment, probationary period, wage/salary information and any other special conditions of employment. The City will maintain for each employee a personnel record.

Supervisors are responsible for forwarding to the Clerk-Treasurer documents to be included in an employee's personnel file. Supervisors may maintain separate performance records for each employee.

Information reflecting negatively on an employee, with the exception of a termination letter, should not be placed in the employee's personnel file until the employee has been informed, and/or the employee or a witness acknowledges receipt of the document. Any employee can make a written request to the City Attorney to have material (except annual performance appraisals) which she or he feels to be incorrect removed from his or her file.

An employee's personnel record is confidential except for the following:

1. Position title;
2. Dates and duration of employment;
3. Salary; and
4. Claims for vacation, holiday, or sick leave pay, except that the reason for taking leave is confidential and may not be disclosed.

Therefore, access to an employee's personnel record will be limited to those individuals who have a right to know. Included in this category will be the employee, his or her immediate supervisor(s), the appropriate department head, the City Mayor, the City attorney, the City's auditors, and others who have a legal right of access.

An employee's position, title, dates and duration of employment and compensation are public information and may be released pursuant to a written request. Request for reference checks about a former or current employee must be directed to the Department Head or City Attorney.

Employees must sign an authorization for personnel file review and access if they wish for anyone outside of the authorized City personnel to review and copy their file.

### **Employee References**

All requests for references should be directed to the management of the City. By policy, the City discloses only the dates of employment and the last position held. If you authorize the disclosure in writing, the City also will inform prospective employers of the amount of salary or wage you last earned.

### **Nepotism**

It is the City's policy to hire the best-qualified employees, regardless of marital or family status.

The City's recruitment, selection, and promotional processes, as they relate to nepotism, will be undertaken in compliance with applicable state and/or federal law (specifically, Mont. Code Ann. § 2-2-31).

No employee will be assigned or candidate hired to a position where the employee or candidate will supervise, or be supervised, by a relative, either directly or indirectly through a mid-level Manager. For purposes of this section, "relative" means a spouse or significant other, child, parent, grandparent, grandchild, aunt, uncle, first cousin, or corresponding in-law or "step" relative.

## **STANDARDS OF CONDUCT**

### **Honesty/Ethics Policy**

All Employees are expected to contribute to the success of the City by performing their jobs as required and conducting themselves in a professional manner.

Regardless of whether or not it is job related, employee honesty and integrity are essential to ethical business practices. Employees are required to prepare all reports, including expense reports and time cards, accurately and truthfully. Clocking in/out or modification of timecards other than your own is strictly prohibited.

Except for special circumstances, Employees are prohibited from remaining on City premises or making use of City facilities while not on duty.

Misuse of the City's property, time, materials, or facilities during work time or while not on duty, including the City's equipment, City records, customer lists, supplies, e-mail, internet, and computer and voicemail systems, for your personal convenience, profit or non-profit organizations, can constitute unethical conduct. These tools and resources are intended to assist employees in conducting legitimate City business, and any other use of such property is discouraged. It is also prohibited for you to take advantage in this manner of outside individuals or organizations doing business, or seeking business, with your employer unless you have written permission from the City.

Unacceptable conduct that is considered detrimental to the City's best interests, such as fraud or a breach of trust, may result in immediate disciplinary action, up to and including termination of employment.

### **Employee Dress and Appearance**

The City of Laurel is proud of its public image and strives to maintain the high standards for which we are known. Each employee reflects the image of the City and, therefore, is required to wear what the City deems to be suitable attire for the particular assignment of the employee. Assigned dress shall be kept clean, neat and in good repair, and must be worn while on duty. This may include the wearing of safety clothing or shoes. We hope you will share our pride in your City. Accordingly, the following policy has been established for our employees.

Dress guidelines are as follows:

- Employees are expected to be neatly dressed in appropriate attire for their position.
- All clothing should be in good repair, clean and free from holes, stains, rips, tears, patches, artwork, and slogans, unless related to the City.
- For safety purposes, employees are expected to follow OSHA guidelines related to dress, shoes and safety equipment.
- Shoes must be worn at all times while on duty.
- Good personal hygiene and personal habits are expected.

Examples of unacceptable attire:

- Clothing that is worn, torn, or frayed.
- Clothing that contains patches, holes, artwork, and slogans.
- Bare feet.
- Shirts, blouses and tops that expose a bare midriff.
- Halter and bra tops.

- Sheer or see-through clothing.

The initial response to an employee's dress that does not comply with the standards will be to discuss the matter with the employee. This dress code will remain in effect for the duration of your employment with the City of Laurel, unless relaxed by management, for seasonal reasons or specific functions. The City of Laurel reserves the right to interpret and apply this dress code with respect to employee attire and professional appearance. Employees who do not follow this policy may be subject to disciplinary action, up to and including termination of employment.

### **Conflict of Interest**

Employees are to be mindful of the distinction of service to the City of Laurel and personal business matters. Use of public office or public position for private gain is expressly prohibited. Business dealings that appear to create a conflict of interest between the City and your status as an employee, especially as it relates to the public, may be deemed a conflict of interest.

### **Political Activity**

Employees may not solicit any money, influence, service, or other thing of value or otherwise aid or promote any political committee or the nomination or election of any person to public office in violation of Mont. Code Ann. § 2-2-121(3). This prohibition in no way is meant to interfere with individual rights to express personal political views. An employee may not hold elected or appointed City office if such office would be incompatible with the duties of their position or employment or create a conflict of interest.

### **Lawsuits and Press Matters**

When an employee is approached by a legal process server, they should refer the server to the Mayor and/or their designee or to the City Attorney. Should an authority not be available and the employee is required to accept served papers, it is the employee's priority to locate and forward the information to either of the authorities listed without opening or reading the documents. No employee shall discuss aspects of any legal situation that is subject to or is currently involved in a lawsuit or hearing without first consulting with the Mayor and/or their designee or the City Attorney.

If an employee is approached for a press release, news story or news quote, that employee is required to refer all contacts to the employee's Department Head. If the news topic relates to a legal issue or case in progress, that employee is required to refer all matters to the City Attorney.

No employee should provide a press release, interview, or press information without first receiving approval from the Mayor.

### **Community Relations**

To preserve and foster the public's trust and confidence in the City, it is imperative that all employees act with complete honesty and fairness. Employees are expected to be



knowledgeable about their job and applicable laws and regulations pertaining to their job.

Whenever you have a question relating to applicable laws or regulations, you should seek out appropriate advice before acting.

In dealing with the public, employees are expected to exercise good judgment and common sense. Commitments to others should be made only if such commitments can realistically be met. In this regard, the products and services of the City should be presented accurately and fairly.

You should always be mindful of the position of your employer in the community. Good reputation and success requires continuing adherence to high standards.

All employees are required to refrain from using abusive language, slang, profanity and/or offensive remarks concerning age, sex, race, religion, marital status, disability, national origin and sexual orientation.

Each employee reflects the image of the employer and is required to wear suitable attire. Wearing disturbing, unprofessional or inappropriate styles of dress or hair while working is not permitted.

All employees must maintain personal grooming habits that reflect a presentable image for themselves and the City.

All employees are required to refrain from fighting, threats of violence or physical assault (whether serious or playful) on or with a customer or coworker. Participating in horseplay or practical jokes, causing, creating, or participating in a disruption of any kind on City time or on City property is prohibited. Violation of any safety, health, security or City policy, rule, or procedure is cause for disciplinary action up to and including termination.

If you should become aware of actual or potential problems in any area of the business of the City, you are expected to inform your supervisor immediately. If you are aware of improvements to policies, procedures, products and/or possible business opportunities that will contribute to customer satisfaction and enhance the City, you are urged to bring those improvements to the attention of your supervisor.

### **Parking**

The City of Laurel assumes no liability for theft or damage to your vehicle while parked on City property.

### **Vehicle Usage**

#### *Driver's Licenses*

All employees whose duties require the operation of a City-owned motor vehicle or who operate a privately-owned vehicle while conducting City business must possess a valid Montana driver's

license and maintain a safe driving record. Most employees who are required to drive as a part of employment and who are new to the State of Montana must obtain a valid Montana driver's license within sixty (60) days of employment; police officers must have a current Montana driver's license upon entry to employment.

As a condition of employment, all new employees whose work will require the employee to operate a City vehicle, a personal vehicle on City business, or both, will be subject to a driving records check as part of the post-conditional offer process. The City-Clerk Treasurer will initiate the records check. A report indicating a current or recent suspended or revoked license status and/or significant moving violations may be cause to deny or terminate employment.

Periodic checks of employees' driver's licenses through visual and formal Driver's Services checks shall be made by department or division heads. Any employee who does not hold a valid driver's license will not be allowed to operate a City vehicle until such time as she or he obtains a valid license.

Any employee performing work which requires the operation of a City vehicle must notify his or her immediate supervisor in those cases where his or her license is expired, suspended, or revoked and/or who is unable to obtain an occupational permit from the court system. Any employee who fails to report such expiration, revocation, or suspension to his or her supervisor and who continues to operate a City vehicle shall be subject to possible disciplinary action.

#### *Non-City Personnel Riding in City Vehicles*

Non-City personnel are not allowed to ride in City-owned vehicles unless authorized by an approved program, including the completion of a hold-harmless agreement. Due to liability issues, unless otherwise approved in writing by an appropriate management official, employees who wish to have a non-employee accompany them on business trips, lunches, etc., will not be allowed to use a City vehicle. The City Mayor and City Attorney should be consulted, in advance to any non-City personnel riding in City vehicles.

#### *Vehicle Accident Reporting Procedures*

Employees driving a City vehicle or personal vehicle while on City business must report all accidents immediately to appropriate law enforcement and also report the accident to his/her supervisor. City employees are required to comply with the law including but not limited to staying at the accident scene until released by the law enforcement officer and then complying with any and all orders set by the law enforcement officer. Employees are directed to refrain from making statements regarding the accident with anyone other than the investigating law enforcement officer, appropriate City officials and if applicable, the employee's insurance company representative (but only where personal vehicles are involved). Limit the statements made to factual observations. Any post-accident testing should be conducted in accordance with applicable laws and policy.

#### *Post Accident Drug and Alcohol Testing*

Accidents resulting in any physical injury or City property damage in excess of \$1,500 will require immediate drug and alcohol testing for the employee(s) involved. Supervisors must immediately take involved employee(s) to the appropriate testing facility if the accident occurs during normal business hours. Any accidents occurring outside of normal business hours will require the employee to receive testing.

*Please also refer to the City's Vehicle Use Policy and Drug and Alcohol Testing Policy for additional information, attached hereto. All other relevant policies, related to City vehicle usage are identified therein, and all employees are bound to them hereto.*

## **Equipment Usage**

### **City Equipment Use**

All equipment and tools are City property, provided for official City business. Limited personal use of electronic equipment, such as City-owned computers and smart phones, is authorized for City business. Employees are not permitted to use City-owned vehicles, equipment, or personnel for personal reasons, unless otherwise specified by applicable policies.

### **Personal Equipment Use**

The City of Laurel expects employees to carry out their work using City-owned equipment. Employees are not expected to use their personal equipment to accomplish City work. Occasional personal cell phone use is acceptable at a minimum so long as use does not interfere with the course of City business or employees completing their work assignments.

## **WORKPLACE ISSUES**

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. Safety is every employee's business. The safety and health of each employee and citizen is of primary importance. It is the responsibility of all employees to follow all safety rules and procedures, and promptly report all accidents, near misses, or any safety hazard of which you become aware.

Safety and warning signs posted upon City property or equipment, upon private property, or upon other public property must be observed at all times. Each employee is to wear and/or use safety equipment furnished, including the use of seat belts, hand, eye, and body protection gear as appropriate. Failure to comply with safety signs, safety manuals, safety rules or procedures, or the use of safety equipment, may be sufficient cause for disciplinary action.

The City is committed to safety in all areas of the organization and our goals are to provide a safe and healthful working environment and to ensure that employees comply with occupational safety and health standards and all rules, regulations and orders which are applicable to their own actions and conduct.

We believe that safety must function as an integral part of, and in no manner separated from, the operation of the City. In recognition of this and in the interest of prudent management practices, our goal is to:

- Maintain a safe and healthful working environment.
- Consistently adhere to proper operating practices and procedures which are designed to prevent injury, illness and loss of assets.
- Comply with the requirements of Federal, State and local safety and health codes to ensure the well-being and safety of all employees.

In order to achieve these goals, employees shall receive training on the use of equipment, proper and safe operating procedures and site/task specific job functions. Periodic safety training sessions and inspections shall be conducted to maintain employee awareness.

All employees are responsible for exercising maximum care and good judgment and shall comply with established procedures in operating safely and preventing accidents. Unsafe conditions, equipment or practices shall be reported to the Supervisor immediately. Each employee is expected to abide by all safety rules and procedures and shall wear any and all personal protective equipment required and provided by the City.

Our safety rules have been written with you in mind. Please follow the rules and help the City ensure a safe working environment.

### **Safety Data Sheets**

All locations must have Safety Data Sheets (SDS) for each chemical in use at that location. You are required to be knowledgeable in their use in case of any possible health hazards and/or any emergency first aid procedures to follow. If the location is missing any SDS Sheets, notify your supervisor, who will obtain replacement copies.

### **Accident or Injury Reporting**

If you are injured on the job, or involved in an accident involving the City's equipment, you **MUST REPORT THE ACCIDENT IMMEDIATELY** (on the same work shift) to be in compliance with the policies/procedures of the City of Laurel.

Proper injury reporting includes a supervisor or employee completing the "Employee Incident Report" and the injured employee completing the WORKERS' COMPENSATION "FIRST REPORT OF INJURY". Supervisors are to assist the employee in properly completing and mailing of all forms. Both forms can be obtained from your supervisor. These forms must be sent to or delivered to the City within 24 hours of the accident or injury. Failure to complete the proper forms on time may jeopardize workers' compensation insurance benefits and may result in injury expenses not being covered by insurance.

The City's workers' compensation insurance carrier will investigate accidents/injuries for legitimacy and cause.

This enables the City to eliminate fraudulent claims and to prevent future accidents and injuries.

### **Workers' Compensation**

The Clerk-Treasurer additionally is responsible to facilitate Department Heads in the administering of Workers' Compensation claims. Each employee involved in any incident or who has an illness or injury on the job must report such incident and/or illness or injury IMMEDIATELY to their Supervisor/Department Head prior to the completion of their work shift. In their absence, the employee must report such incident and/or illness or injury to the Clerk-Treasurer. A failure on the part of the employee to report such incident and/or illness or injury IMMEDIATELY may lead to disciplinary action up to and including termination and may cause a delay or denial of their claim. The Clerk-Treasurer will require a complete report to be given by the involved employee and Department Head within seventy-two (72) hours and cause such reports to be forwarded to the appropriate officials.

### **Early Return to Work for Injured Employees**

The City will comply with state and federal regulations regarding an employee's return to work from workers compensation leave. If an employee is on an extended leave due to a worker's compensation illness or injury, the City may hold the position for the employee for a period not to exceed six (6) months, unless otherwise required by state or federal law. Exceptions to this policy must be approved by the City Mayor with input from the City Attorney.

### **Visitors**

On occasion, visitors may be required to visit an employee. Personal visitors at work shall be limited to situations of necessity. Employees are asked to consult with the job site supervisor in the event an emergency necessitates a visit.

In no case shall a personal visitor interfere with the fulfilling of your work assignments or the work assignments of other employees. Excessive interruptions by visitors may be grounds for disciplinary action, up to and including termination.

### **Weapons**

Possession of 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.

### **Reporting of Arrests**

All arrests or summons for legal violations while conducting City business and/or while operating City equipment must be reported immediately to your supervisor.

### **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 employees from bringing unauthorized firearms or other weapons onto City premises. Only law enforcement employees are authorized to bring firearms onto City property.

### **Tobacco Policy**

The City has adopted a policy establishing smoke free buildings and "Designated Smoking Areas". Employees who smoke tobacco or e-cigarettes must do so only in designated tobacco use areas and be conscious of the perception of smoking to the public and the impact to professional appearance. Smoking must not interfere with public traffic in and out of public buildings or be readily visible to the public. Smoking is prohibited in City vehicles.

The use of smokeless tobacco, spitting, and spit cups should be done in a manner not offensive to others and in a private manner.

### **Drug and Alcohol Policy**

The City of Laurel is committed to maintaining a work environment which is drug and alcohol free. The unlawful and unauthorized use, possession, manufacture, distribution, or sale of a controlled substance and/or alcohol on City premises or off City premises while conducting City business is prohibited.

Employees may not be under the influence of or impaired by drugs or alcohol while on duty. Employees thought to be under the influence will be subject to reasonable suspicion testing. Violations of this policy may result in disciplinary action, up to and including termination, and may have legal consequences. An employee who violates the provisions of this policy may be permitted to successfully complete a drug/alcohol abuse rehabilitation program, as an alternative to termination.

When supervisors feel they have an employee that may have violated our drug/alcohol standards, they should contact the City Attorney for guidance and assistance in dealing with any aspect of the violation in the work setting.

Employees suspecting drug and alcohol use of a peer or supervisor are directed to contact the City Attorney immediately reporting the facts and details of the suspected employee.

Employees (including part-time employees, temporary employees, and volunteers) must, as a condition of employment or service, abide by the terms of the above policy and report any conviction or entry of a plea of guilty under a criminal drug or alcohol law for violations occurring on City premises, or off City premises while conducting City business. A report of a conviction must be made, in writing, to the employee's supervisor within five (5) calendar days after the conviction or entry of a plea of guilty. (This requirement is mandated by the Drug-Free Workplace Act of 1988.)

#### *Drug Free Workplace*

The City is a drug free workplace. Employees are prohibited from the unlawful manufacture, selling, distribution, dispensing, possession or use of controlled substances in the workplace. Exceptions to this policy may be made for police officers acting within the scope of their official duties.

#### *Drug Free Workplace Act*

In compliance with the Drug Free Workplace Act of 1988, and if the employee is receiving federal funding, Human Resources will insure that one of the following actions is taken within thirty (30) calendar days of receiving employee notice:

1. Disciplinary action, up to and including discharge; and/or
2. Requiring such employee to participate satisfactorily in drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency.

Failure to report a conviction under a criminal drug statute will also result in disciplinary action, up to and including discharge.

Questions regarding this program should be directed to your supervisor or the City Attorney.

#### *Drug and Alcohol Testing Policy*

Please see the attached drug and alcohol testing policy for the specific policies and procedures used by the City in conducting drug and alcohol testing.

### **OPERATIONAL CONSIDERATIONS**

#### **Housekeeping**

You are responsible for good housekeeping practices and for keeping your assigned work area clean. Good housekeeping is essential to a safe, clean and pleasant work atmosphere and includes

proper disposal of trash or waste materials.

### **Breastfeeding Policy**

Women returning from maternity leave who wish to continue breastfeeding or separate expression of milk for their child(ren) will be provided a private space (other than a toilet stall) with suitable lighting and electricity if necessary for pumping apparatus. The selection of the space will be made on a case-by-case basis in consultation with the employee. Standard break times will be primarily utilized with additional unpaid break time provided as mutually agreed upon. Additionally, the City will make every effort to provide suitable facilities for milk storage during the employee's daily work period. All requirements listed under Montana law, whether or not specifically listed herein, will be complied with.

### **Bulletin Boards**

Bulletin boards may be used to provide various types of information that pertain directly to you and your job, including benefits, work schedules, business information and special notices. It is your responsibility to read the information that may be posted. Certain information changes frequently and you should check the bulletin board on a routine basis.

Only authorized personnel may be permitted to approve the posting and/or removal of notices and information. The posting or removal of information by anyone other than authorized personnel is not permitted.

### **Solicitation and Distribution of Literature**

With the exception of activities approved by the City Mayor, agents and representatives may not contact City employees for personal reasons during business hours. City employees are prohibited from using City time or resources to sell or solicit the sale of any merchandise or service whether to another employee, to the general public, or both.

### **Social Media Policy**

*Please see the attached Social Media Use Policy for the City of Laurel.*

### **Job Descriptions**

All job descriptions must be approved by the Mayor or CAO.

## **COMPENSATION AND BENEFITS**

The City observes pre-determined pay period/pay days. When you receive your paycheck, review your paycheck stub to be certain your name, address and other pertinent information are correct. Please make sure to review your hours every pay period to assure all hours worked have been properly recorded and paid. If you observe an error on your check, please report it immediately to the City Payroll Clerk. If you cannot resolve the problem, contact your supervisor for assistance.

### **Paydays**



The pay period is biweekly. Payday is the Friday following completion of the pay period. Paychecks will be available by 9:00 a.m. on payday. There shall be NO pay advances under any circumstances. Checks may be mailed if authorized by the employee. No other person be allowed to pick up an employee's payroll check, without prior written authorization of the employee on file with the City.

The Laurel Fire Department member's expense reimbursement will be once a month, on or before the 10th of the following month.

### **Overtime**

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.

If non-exempt employees work in excess of 40 hours per week, they are entitled to overtime or compensatory time at time and a half for each hour worked in excess of 40. 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.

Supervisors are responsible for managing the need for overtime and compensatory time. As such, supervisors should use flexible scheduling so that no more than forty (40) hours per week are worked. Whenever possible, the change in a work schedule should be in writing, and the employee should be given at least one (1) working days' notice of this change, unless otherwise specified in a Collective Bargaining Agreement.

Non-exempt employees who work more than the scheduled hours without written consent of the supervisor, and/or supervisors who permit or require non-exempt employees to work more than forty (40) hours per week without providing appropriate compensation, may be subject to disciplinary action.

Compensatory Leave - Employees who wish to use compensatory leave must do so without unduly disrupting City operations. Use of compensatory leave requires supervisor prior approval. Leave can be taken in increments of ¼ hour.

If an employee terminates employment with the City of Laurel, they will be paid for 100% of the unused compensatory leave balance. Unless otherwise covered by collective bargaining agreement or the Fair Labor Standards Act, this payout will be based on the employee's hourly rate at termination.

If an employee with a balance of compensatory time transfers to an exempt role, the City will pay 100% of the unused compensatory leave balance at the current hourly rate prior to the transfer to the new position.

Unless there is a break in service, if an employee transfers from one non-exempt position to another non-exempt position within the City, the employee's compensatory leave balance transfers with the employee, subject to the maximum accruals defined.

Exempt employees are not entitled to overtime or compensatory time. Questions about the status of positions may be directed to the Clerk-Treasurer.

### **Exempt Employees**

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.

Exempt employees may have to work hours beyond their normal schedules as work demands require. No overtime compensation will be paid to exempt employees.

An exempt employee is an executive, administrative, professional, computer professional or an outside sales commissioned employee who is exempt from minimum wage or overtime requirement, as determined by Federal and State Wage and Hour Laws.

This salary pay policy is intended to comply with the salary pay requirements of the Fair Labor Standards Act and shall be construed in accordance with the Act. Employees are encouraged to direct any questions concerning their salary pay to your supervisor so that any inadvertent error can be corrected.

### **Time Reporting**

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.

All non-exempt employees will be required to keep track of their time daily for management to compute eligibility and amount of pay and/or evaluation of job specifications and requirements on the individual time record provided by the City. Your scheduled time will be computed from the time you clock in until you clock out. Non-exempt employees are not permitted to commence work before their normal starting time or to continue working after their normal quitting time without prior approval of the Supervisor or Department Head.

Vacation leave, sick time, compensatory time, if any, and holidays worked or not worked must also be recorded on the time record provided with the dates involved listed clearly.

All employees are expected to take a lunch or a meal break in compliance with department needs. Unapproved absences shall not be considered as hours worked for pay purposes.

Recording the work time of another employee or allowing any other employee to record your work time, or falsifying any time card, either your own or another employee's, is not permitted and is a cause for termination. Any errors on your time card should be reported immediately to your supervisor.

The Laurel Fire Department members' time will be recorded on a per call basis as reported by the Fire Chief and approved by the Mayor.

### **Direct Deposit Options**

The City offers automatic payroll deposit directly to your bank account or to a pay card. You may begin and stop automatic payroll deposit at any time. To begin automatic payroll deposit, you must complete a form (available from the City Payroll Clerk). You should carefully monitor your payroll deposit statements for the first two pay periods after the service begins.

To stop automatic payroll deposit, complete the form (available from the City Payroll Clerk). You will receive a regular payroll check on the first pay period after the receipt of the form, provided it is received no later than 10 days before the end of the pay period.

### **Call Out**

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.

If a full-time non-exempt employee is called out to perform work during his/her off duty hours, not an extension of the work shift, he/she will receive pay at the rate of one-and-one-half (1½) times the regular rate of pay.

### **On Call**

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.

The purpose of this policy is to provide compensation to City employees who are required to be "on call". "On call" is defined as an employee who is required by the City to remain on or near his/her workplace during off- duty hours in order to respond to emergencies. It is the policy of the City of Laurel that all City employees, both exempt and non-exempt, required to be "on call" be reasonably and fairly compensated.

The employee must be specifically designated and assigned to "on call" status by the Mayor to receive compensation. Furthermore, both exempt and non-exempt employees requested to respond to emergency after hour calls shall respond if available.

Laurel EMS and Fire Department members will be called out as needed by Laurel Police Department Dispatch.

### **City Credit Cards**

#### *Eligible Expenses*

Only the City of Laurel's business expenses may be charged to the City of Laurel credit cards. Personal expenses may not be charged to the City of Laurel credit cards.

#### *Cash Advances*

Cash advances on the City of Laurel's credit card are not allowed.

#### *Supporting Documentation*

As soon as possible, but no later than seven (7) days after a purchase has been made with the City of Laurel's Credit Cards, a meaningful explanation of the business purposes of each expense and the receipt must be turned in to account payables. For meals and travel, be sure to include a list of any additional persons included in such expenses. In the event that a receipt is missing or lost, the employee shall note the loss beside the charge and include an explanation of the expense.

#### *Lost/Stolen Cards*

Please contact the Clerk-Treasurer as soon as you discover a card has been lost or stolen.

#### *Ending Employment*

If you leave employment with the City of Laurel, you must return the City of Laurel's credit cards to the Clerk-Treasurer by your last working day.

### **Resignation and Pay Upon Final Termination**

Employees who voluntarily resign, are terminated for cause, or who are laid off from employment will receive their final paychecks within fifteen (15) days from separation, or on the last working day of the month, whichever occurs first.

## **EMPLOYEE BENEFITS**

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.

### **Official Benefit Documents**

All benefits provided by the City are described in the official documents, which are kept on file in

the Office of City Clerk-Treasurer and are available for examination by any plan participant or beneficiary. These documents are the only official and binding documents concerning the City's health and pension benefits. All summaries and communications, both written and verbal, must refer to them as binding in cases of questions or disputes. The City reserves the right to modify, amend, or terminate its health benefits.

### **Clerk-Treasurer**

The City Clerk-Treasurer, or other designee appointed by the Mayor and/or CAO, serves as the coordinator of the City's health and pension benefits. The Clerk-Treasurer is responsible for all communications and disclosures concerning City benefits and for compliance with all applicable laws and regulations. In addition, the Clerk-Treasurer shall be available to answer employee questions concerning benefits and shall communicate to new employees, employees as they achieve eligibility, retiring employees, and non-employee beneficiaries as to specific benefit coverage and required forms and designations in a consistent and timely fashion to ensure that all time frames are met. The Clerk-Treasurer, with approval of the Mayor, is specifically authorized to use outside professional assistance as needed. No funds shall be expended without prior approval of the City Council for such assistance.

### **Beneficiary Designations**

Under City insurance and retirement plans, each employee must designate a beneficiary in the event of the employee's death. Such designation must be made in writing to the Clerk-Treasurer, and the beneficiary will be so informed by the Coordinator in the event of death. Employees may change a beneficiary designation by giving the Clerk-Treasurer written notice of such desire and change and all parties shall be notified of the change in writing. It is the employee's responsibility to maintain the proper beneficiary designations.

### **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.

An employee who typically works twenty (20) hours or more a week on a regular basis is 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.

### **Holidays**

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.

The City will observe the same holidays as recognized by the State of Montana, as follows, unless amended:

January 1 -New Year's Day

Third Monday in January - Martin Luther King, Jr. Day

Third Monday in February-Presidents' Day

Last Monday in May - Memorial Day

July 4 - Independence Day

First Monday in September - Labor Day

Second Monday in October - Columbus Day

First Tuesday in November – General Election Day

November 11 - Veterans' Day

Fourth Thursday in November - Thanksgiving Day

December 25 - Christmas Day

If a holiday falls on a Saturday, the Friday preceding is observed as the holiday. If a holiday falls on a Sunday, the following Monday is observed as the holiday.

If one or more regular holidays fall in the period of an employee's annual vacation leave, the vacation record will be credited for the holiday. If a holiday falls on an employee's regularly scheduled day off, the employee will be granted another day off as agreed upon by the employee and their Supervisor, the Mayor and/or their designee.

Regular part-time and seasonal employees shall receive a pro rata share of compensation at their regular straight time hourly rate.

### **Annual Leave Vacation**

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.

Each regular full-time employee, regular part-time employee, and seasonal employee shall earn annual leave from the first day of employment, but will not be eligible to take the accrued

leave until the employee successfully completes a six-month qualifying probationary period.

Regular full-time employees accrue vacation leave as follows:

<b>Time worked</b>	<b>Workday credit per year</b>	<b>Hours per month based on an 8-hr day</b>
1 day through 10 years	15	10
11 years through 15 years	18	12
16 years through 20 years	21	14
21 years and over	24	16

Regular part-time employees are entitled to prorate their vacation leave if they have worked the six-month qualifying period. Vacation benefits are based upon the hours worked during the pay period.

Temporary and seasonal employees earn annual leave; however, they must be employed for the six-month qualifying period before they may use the annual leave. In order to qualify, seasonal employees shall immediately report back for work when operations resume in order to avoid a break in service.

The maximum annual leave amount accumulated is twice the number of days earned annually at the end of any calendar year. Vacation leave exceeding the maximum amount must be used within 90 calendar days of the next calendar year in which the excess was accrued or it will be forfeited.

Requests for annual leave must be submitted in advance and pre-approved by the employee's Supervisor or the Mayor and/or their designee. The annual leave will be approved after considering the best interest of the City, the employee's department, and the employee's request. Employees who need to use annual leave due to extenuating circumstances before they finish the probationary period may ask their Supervisor, the Mayor and/or their designee to grant paid annual leave with the understanding that their leave balance will be affected if their employment is terminated before completing the qualifying period. Should two employees request the same period of vacation, their Supervisor or the Mayor and/or their designee has discretion regarding the approval of the leave requests.

An employee who has completed the six-month qualifying period and has separated from the service of the City for any reason shall be entitled upon termination to cash compensation payout for unused vacation leave. The payout will be based upon the employee's salary at time of termination.

## **LEAVES OF ABSENCE**

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.

Leaves of Absence may be granted for reasons of bona fide illness or for other reasons mutually agreed upon with the City. Leaves must be requested in writing and shall state the reason for the leave and the dates desired. Benefit contributions and benefit accruals may be suspended during leaves. Upon expiration of the leave, or upon notification to the City of your intent to return, you will be returned to the next available job opening in your classification. If you do not report upon the expiration of the leave, or any extension authorized by your employer, you may be considered as having voluntarily given your resignation, subject to all requirements of Federal and State law.

### **Inactive Status**

Employees who are on any type of leave of absence, work-related or non-work-related, will be placed on inactive status. During the time the employee is on inactive status, benefits such as vacation or sick leave will not be earned.

### **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. Eligible employees who are regularly scheduled to work a fifty-three (53) hours per week schedule are entitled to receive up to 160 hours of paid military leave. 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.

### **Leave While Serving in Elected or Appointed Office**

If an employee is elected or appointed to a Montana City, county or state public office, they will be placed on a leave of absence without pay, not to exceed 180 calendar days per year, to perform public service. Employees must return to work no later than 10 calendar days after the completion of the public service unless he or she is unable to do so because of illness or disabling injury



certified by a licensed physician. When the employee returns to work, he or she will be restored to his or her position, with the same seniority, status, compensation, hours, locality and benefits that existed immediately before the leave of absence. Employees are encouraged to review the specific section in the Montana Code Annotated for further information. The City Mayor may seek an opinion from the City Attorney as to whether the office sought or obtained by an employee is incompatible or creates a conflict of interest with their employment.

### **Leave Without Pay**

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.

Outside of applicable Federal and State law, requests for Leaves of Absence without pay may be granted only under extreme and unusual circumstances and in accordance with the following guidelines:

- Leaves of Absence for up to five (5) days must be submitted in writing to the Department Head for approval;
- Leaves of Absence for more than five (5) days must be submitted in writing through the Department Head to the Mayor or his/her designee for approval. Library employees must be approved by the Library Board;
- Except in unusual circumstances, no requests for Leave of Absence will be granted unless the employee has completed one (1) year of continuous, full-time employment.

Whenever possible, the employee should provide their Supervisor, the Mayor and/or their designee with at least 30 days' notice so workloads/tasks can be covered. To request leave without pay, employees must provide their Supervisor, the Mayor and/or their designee the beginning and ending dates of the leave and the reason for the requested leave.

Vacation and sick leave cease to accrue during leave without pay. Health insurance premiums will not be paid by the City during a period of leave without pay. However, the employee may choose to continue insurance coverage during the leave by paying the City the premiums on a monthly basis. If the employee fails to continue the insurance coverage, the insurance may be canceled. Should it be canceled, the employee may be subject to policy restrictions upon returning to work.

An employee who fails to return to work on his or her regularly scheduled workday after the pre-approved leave-without-pay period will be considered to have voluntarily resigned unless the leave period is extended, in advance, by their Supervisor and/or the Mayor and/or their designee. Providing false or misleading information or reasons to justify leave-without-pay may result in disciplinary action, up to and including termination.

### **Bereavement 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.

Bereavement leave is a form of administrative leave available to employees who lose family members. In this case, "family member" means a member of the employee's household, a parent, guardian, spouse or domestic partner, child, step child, sister or brother, equivalent in-laws, or lose family members. Adoptive family members and step family members are considered family members. Bereavement leave is available for up to twenty-four (24) hours for full-time employees (prorated for part-time employees) per year.

As with other unscheduled absences, employees are expected to notify their supervisors as soon as they learn of the need for bereavement leave.

### **Jury and Witness Duty**

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.

Employees selected for jury duty, or who are subpoenaed to serve as a witness, have the option of receiving normal pay, or of charging time off to vacation leave. If the employee receives normal pay, the employee must return any jury or witness pay to the City. Employees will not have to return any expense or mileage reimbursements paid to them by the court.

The City may request a court excuse the employee from jury duty if the employee is needed for proper operation of the City. Such as request must be made by the City Attorney after consultation with a Department Head.

### **Sick 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.

Full-time employees earn sick leave from the first day of employment; however, they are not entitled to use paid sick leave until they have been employed continuously for the qualifying period of 90 days. Employees who are sick before they finish the qualifying period may ask their Supervisor to grant paid sick leave with the understanding that their leave balance will be affected if their employment is terminated before completing the qualifying period. For calculating sick leave, 2,080 hours (52 weeks X 40 hours) equals one year.

Sick leave must be credited at the end of each pay period. Sick leave is earned at a rate of twelve working days for each year of service without restriction as to the number of working days that may be accumulated. Employees may not accrue sick leave while in a leave- without-pay status.

Part-time employees earn a prorated amount of sick leave if they have worked the qualifying period. Full-time temporary and seasonal employees are entitled to sick leave benefits provided they work the qualifying period.

Employees may use sick leave for personal illness or physical incapacity, sickness of immediate family member, or death in the immediate family of employee (refer to bereavement leave). Immediate family is defined as the employee's spouse, any member of the employee's household, or any parent, child, grandparent, or grandchild, and corresponding step or in-law relationships. Sick leave benefits shall apply to bona fide cases of sickness, accidents, doctor or dental appointments, maternity/paternity leave, and requests for the employee's presence due to immediate relatives' illness or emergency. Employees using sick leave that exceeds three (3) consecutive workdays may be required to furnish a medical certification of illness from a qualified doctor upon request of their Supervisor or the Mayor and/or their designee. Diagnosis of illness is not necessary, only a certification stating that they were unable to work due to illness.

An employee, who has passed the qualifying period and separates from the City, shall be entitled, upon termination, to cash compensation payout for unused leave equal to one-fourth of the accumulated sick leave. The payout will be based upon the employee's salary at time of termination.

Employees will be permitted to transfer sick leave from one employee to another. The receiving employee must have exhausted all accrued sick leave and vacation leave. The contributing employee must make the transfer request in writing and must maintain at least 40 hours of sick leave. The transferred sick leave will not change the receiving employee's employment status. The transferred sick leave is considered forfeited by the contributing employee and additional sick leave must be re-accrued. Employees shall not be coerced, intimidated, or adversely persuaded to transfer their accrued sick leave to the receiving employee. Doing so may result in disciplinary action.

At the City's request and expense, an employee may be subject to an examination by a physician following a sick leave or other absence occasioned by illness or injury to ensure the employee can complete the necessary functions of the position. Abuse of sick leave may result in disciplinary action.

### **Pregnancy Leave**

The City provides employees reasonable unpaid and job-protected leave to recover from pregnancy-related illness. Following a period of pregnancy leave, an employee is entitled to return to her same job, or to a job with equivalent pay, duties, benefits, and accumulated seniority. It is the employee's responsibility to express her pregnancy leave needs to her supervisor, and to update the supervisor should these needs change. As with all medical conditions, the City will rely on the judgment of medical professionals to determine the length of pregnancy leave. Employees should

also refer to the Family and Medical Leave Policy for further information. Pregnancy Leave shall run concurrently with Family and Medical Leave.

Eligible employees may use sick and/or vacation during pregnancy leave. Employees may also be eligible for benefits under the sick leave donation or direct donation policies.

Employees are encouraged to speak with the City Attorney for further details.

### **Parental Leave**

The City provides employees unpaid, job-protected parental leave up to 15 working days. Employees may use sick or vacation leave for this time if they wish to be paid. Employees are encouraged to speak with the City Attorney for further details.

---

**SEE FURTHER Attached City of Laurel Personnel Policies, as referenced herein and/or amended.**

**CITY OF LAUREL VEHICLE USE POLICY**

[SEE ATTACHMENT]

**CITY OF LAUREL DRUG AND ALCOHOL TESTING POLICY**

[SEE ATTACHMENT]

**CITY OF LAUREL SOCIAL MEDIA USE POLICY**

[SEE ATTACHMENT]

**File Attachments for Item:**

4. Resolution - A Resolution Of The City Council Authorizing The Mayor To Execute A Small Services Contract With Play Space Designs.



**RESOLUTION NO. R23-\_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE MAYOR TO EXECUTE A SMALL SERVICES CONTRACT WITH PLAY SPACE DESIGNS.**

BE IT RESOLVED by the City Council of the City of Laurel, Montana,

Section 1: Approval. The Small Services Contract by and between the City of Laurel (hereinafter “the City”) and Play Space Designs, a copy attached hereto and incorporated herein, is hereby approved.

Section 2: Execution. The Mayor is hereby given authority to execute the Small Services Contract with Play Space Designs on behalf of the City.

Introduced at a regular meeting of the City Council on the \_\_\_\_\_ day of March, 2023, by Council Member \_\_\_\_\_.

PASSED and APPROVED by the City Council of the City of Laurel the \_\_\_\_\_ day of March, 2023.

APPROVED by the Mayor the \_\_\_\_\_ day of March, 2023.

CITY OF LAUREL

\_\_\_\_\_  
Dave Waggoner, Mayor

ATTEST:

\_\_\_\_\_  
Kelly Strecker, Clerk-Treasurer

APPROVED AS TO FORM:

\_\_\_\_\_  
Michele L. Braukmann, Civil City Attorney

## **INDEPENDENT CONTRACTOR SERVICE CONTRACT**

This Contract is made and entered into this 28<sup>th</sup> day of March 2023, between the City of Laurel, a municipal corporation organized and existing under the laws of the State of Montana whose address is P.O. Box 10, Laurel, Montana 59044, hereinafter referred to as “City” and Play Space Designs, a contractor licensed to conduct business in the State of Montana, whose address is 5698 S. Shady Farm Lane, Murray, Utah 84107, hereinafter referred to as “Contractor”.

### **SECTION ONE DESCRIPTION OF SERVICES**

A. Purpose. City shall hire Contractor as an independent contractor to perform for City the services described in the Bid dated March 15, 2023, attached hereto as Exhibit “A” and by this reference made part of this contract.

B. Effective Date. This contract is effective upon the date of its execution by both Parties. Contractor shall complete the services within 60 days of commencing work. The parties may extend the term of this contract in writing prior to its termination for good cause.

C. Scope of Work. Contractor shall perform his/her work and provide services in accordance with the specifications and requirements of this contract, any applicable Montana Public Work Standard(s) and Exhibit “A”.

### **SECTION TWO CONTRACT PRICE**

Payment. City shall pay Contractor two hundred fifty-eight thousand nine hundred and seventy one dollars and sixty three cents (\$258,971.63) for the work described in Exhibit A. Any alteration or deviation from the described work that involves extra costs must be executed only upon written request by the City to Contractor and will become an extra charge over and above the contract amount. The parties must agree to extra payments or charges in writing. Prior to final payment, Contractor shall provide City with an invoice for all charges.

### **SECTION THREE CITY’S RESPONSIBILITIES**

Upon completion of the contract and acceptance of the work, City shall pay Contractor the contract price, plus or minus any additions or deductions agreed upon between the parties in accordance with Sections one and two, if any.

### **SECTION FOUR CONTRACTOR’S WARRANTIES AND RESPONSIBILITIES**

A. Independent Contractor Status. The parties agree that Contractor is an independent contractor for purposes of this contract and is not to be considered an employee of the City for any purpose hereunder. Contractor is not subject to the terms and provisions of the City’s personnel policies or handbook and shall not be considered a City employee for workers’ compensation or any other purpose. Contractor is not authorized to represent the City or otherwise bind the City in any dealings, agreements or sub-

contracts in any dealings between Contractor and any third parties. The City is interested solely in the results of this contract. Contractor is solely responsible for all work and work product under this contract, including techniques, sequences, procedures, and means. Contractor shall supervise and direct the work to the best of his/her ability.

B. Wages and Employment. Contractor shall abide by all applicable State of Montana Rules, Regulations and/or Statutes in regards to prevailing wages and employment requirements. Contractor shall comply with the applicable requirements of the Workers' Compensation Act. Contractor shall maintain workers' compensation coverage for all members and employees of his/her business, except for those members who are exempted as independent contractors under the provisions of §39-71-401, MCA. Contractor understands that all contractors or subcontractors working on publicly funded projects are required to have withheld from earnings a license fee of one percent (1%) of the gross contract price if the gross contract price is Five Thousand Dollars (\$5,000) or more. This license fee is paid to the Montana Department of Revenue pursuant to Montana law.

C. Unless otherwise specified by the terms of this Agreement, all materials and equipment used by Contractor on the Construction Project shall be new and where not otherwise specified, of the most suitable grade for their intended uses.

D. All workmanship and materials shall be of a kind and nature acceptable to the City.

E. All equipment, materials, and labor provided to, on, or for the Contract must be free of defects and nonconformities in design, materials, and workmanship for a minimum period beginning with the commencement of the work and ending one (1) year from completion and final acceptance by the City. Upon receipt of City's written notice of a defective or nonconforming condition during the warranty period, Contractor shall take all actions, including redesign and replacement, to correct the defective or nonconforming condition within a time frame acceptable to the City and at no additional cost to the City. Contractor shall also, at its sole cost, perform any tests required by City to verify that such defective or nonconforming condition has been corrected. Contractor warrants the corrective action taken against defective and nonconforming conditions for a period of an additional one (1) year from the date of City's acceptance of the corrective action.

F. Contractor and its sureties are liable for the satisfaction and full performance of all warranties.

G. Contractor has examined the facilities and/or has made field examinations. Contractor has knowledge of the services or project sought under this Contract and he/she further understands the site conditions to be encountered during the performance of this Contract. Contractor has knowledge of the types and character of equipment necessary for the work, the types of materials needed and the sources of such materials, and the condition of the local labor market.

H. Contractor is responsible for the safety of the work and shall maintain all lights, guards, signs, temporary passages, or other protections necessary for that purpose at all times.

I. All work is performed at Contractor's risk, and Contractor shall promptly repair or replace all damage and loss at its sole cost and expense regardless of the reason or cause of the damage or loss; provided, however, should the damage or loss be caused by an intentional or negligent act of the City, the risk of such loss shall be placed on the City.

J. Contractor is responsible for any loss or damage to materials, tools, work product or other articles used or held for use in the completion or performance of the Contract.

K. Title to all work, work product, materials and equipment covered by any payment of Contractor's compensation by City, whether directly incorporated into the Contract or not, passes to City at the time of payment, free and clear of all liens and encumbrances.

## **SECTION FIVE INDEMNITY AND INSURANCE**

Contractor shall indemnify, defend and save City, its officers, agents and employees harmless from any and all losses, damage and liability occasioned by, growing out of, or in any way arising or resulting from any intentional or negligent act on the part of Contractor or its agents or employees.

## **SECTION SIX COMPLIANCE WITH LAWS**

Contractor shall comply with all federal, state, local laws, ordinances, rules and regulations. Contractor shall either possess a City business license or shall purchase one, if a City Code requires a business license.

## **SECTION SEVEN NONDISCRIMINATION**

Contractor agrees that any hiring of persons as a result of this contract must be on the basis of merit and qualification and further that Contractor shall not discriminate on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability or national origin.

## **SECTION EIGHT DEFAULT**

If either party fails to comply with any term or condition of this Contract at the time or in the manner provided for, the other party may, at its option, terminate this Contract and be released from all obligations if the default is not cured within ten (10) days after written notice is provided to the defaulting party. Said notice shall set forth the items to be cured. Additionally, the non-defaulting party may bring suit for damages, specific performance, and any other remedy provided by law except for punitive damages. The Parties hereby waive their respective claims for punitive damages. These remedies are cumulative and not exclusive. Use of one remedy does not preclude use of the others. Notices shall be provided in writing and hand-delivered or mailed to the parties at the addresses set forth in the first paragraph of this Contract.

## **SECTION NINE TERMINATION**

Either party may terminate the contract for their convenience upon thirty days written notice sent postage prepaid, to the addresses provided herein.

**SECTION TEN**  
**GOVERNING LAW AND DISPUTE RESOLUTION**

The Parties agree that the laws of the State of Montana govern this Contract. The Parties agree that venue is proper within the Courts of Yellowstone County, Montana. If a dispute arises, the Parties, through a representative(s) with full authority to settle a dispute, shall meet and attempt to negotiate a resolution of the dispute in good faith no later than ten business days after the dispute arises. If negotiations fail, the Parties may utilize a third party mediator and equally share the costs of the mediator or file suit.

**SECTION ELEVEN**  
**ATTORNEY FEES**

If any action is filed in relation to this agreement, the unsuccessful party in the action shall pay to the successful party, in addition to all sums that either is ordered to pay, a reasonable sum for the successful party's attorney's fees and all costs charges and expenses related to the action.

**SECTION TWELVE**  
**ENTIRE AGREEMENT**

This contract and its referenced attachment and Exhibit A contain the entire agreement and understanding of the parties and supersede any and all prior negotiations or understandings relating to this project. This contract shall not be modified, amended, or changed in any respect except through a written document signed by each party's authorized respective agents.

**SECTION THIRTEENTH**  
**ASSIGNMENT OF RIGHTS**

The rights of each party under this Contract are personal to that party and may not be assigned or transferred to any other person, firm, corporation, or other entity without the prior, express, and written consent of the other party.

**SECTION FOURTEEN**  
**SEVERABILITY**

Each provision, section, or subsection of this Contract shall stand separate and independent of every other. In the event that a court of competent jurisdiction shall find any provision, section, or subsection of this contract to be invalid, the remaining provisions, sections, and subsections of this contract shall remain in full force and effect.

**SECTION FIFTEEN**  
**PARAGRAPH HEADINGS**

The titles to the paragraphs of this contract are solely for the convenience of the parties and shall not be used to explain, simplify, or aid in the interpretation of the provisions of this agreement.

SIGNED AND AGREED BY BOTH PARTIES ON THE 28<sup>th</sup> DAY OF MARCH 2023.

CITY OF LAUREL

CONTRACTOR

---

Dave Waggoner, Mayor

---

Play Space Designs

ATTEST:

Employer Identification Number

---

Kelly Strecker, Clerk/Treasurer

---

# QUOTE



Quote Number:  
00002932

5698 S Shady Farm Lane  
Murray, Utah 84107  
801-274-0212

Created or Revised Date:  
3/15/2023

Expiration Date:  
**2023-03-31**

Prepared By:  
Morgan Selph  
(801) 274-0212  
morgan@goplayspace.com

Project Name      Laurel City Splash Pad - Phase 1  
Location            Laurel, Montana  
Payment Terms    50% Deposit - Net 30

Qty	Manufacturer	Product Code	Product Description	Install Type	Unit Price	Discount	Extended Price
1	Waterplay	0011-2337	0011-2337 Geyser Plate High Flow PPXL SS		\$166.25	10.00%	\$149.63
1	Waterplay	0010-0369	0010-0369 - FS Water O		\$2,775.00	10.00%	\$2,497.50
1	Waterplay	0010-5834	0010-5834 - FS Water Weaver 1		\$3,040.00	10.00%	\$2,736.00
1	Waterplay	0010-5836	FS Water Weaver 3		\$5,560.00	10.00%	\$5,004.00
1	Waterplay	0010-2321	FS O-Riginal	Graphic Required	\$4,200.00	10.00%	\$3,780.00
1	Waterplay	0010-0485	0010-0485 - FS Fun-Brella		\$2,385.00	10.00%	\$2,146.50
1	Waterplay	0010-1494	0010-1494 - FS Sneaky Spin Soaker 2		\$9,060.00	10.00%	\$8,154.00
1	Waterplay	0010-5724	0010-5724 - FS Water Weaver 2		\$2,490.00	10.00%	\$2,241.00
1	Waterplay	0011-0839	FS Hopper 1		\$6,385.00	10.00%	\$5,746.50
2	Waterplay	0010-0403	0010-0403 - FS Splash Blaster		\$3,620.00	10.00%	\$6,516.00
1	Waterplay	0010-7475	GS Charlottes Web		\$785.00	10.00%	\$706.50
1	Waterplay	0010-9816	0010-9816 - GS Team Effect		\$4,745.00	10.00%	\$4,270.50
14	Waterplay	0010-0507	playPHASE Base		\$615.00	10.00%	\$7,749.00
2	Waterplay	0010-7493	0010-7493 - GS Mop Top		\$1,150.00	10.00%	\$2,070.00
2	Waterplay	0010-7496	GS Spray Tunnel 4	Steady Stream	\$2,100.00	10.00%	\$3,780.00
1	Waterplay	0011-1737	0011-1737 playPHASE Base XL		\$1,000.00	10.00%	\$900.00
2	Waterplay	0010-7489	GS Tulip		\$785.00	10.00%	\$1,413.00

## NOTES

- Please inventory product within 5 days of receipt and notify us of any problems.
- We are a supplier only. Customer is responsible for accuracy and conformity to plans and specifications.
- Freight has been quoted for single delivery. If customer requires multiple deliveries, additional costs will apply.
- Customer will be prepared to receive material upon delivery, which may include offloading equipment. If unable, customer is responsible for additional storage and/or re-consignment fees.

# QUOTE



Quote Number:  
00002932

5698 S Shady Farm Lane  
Murray, Utah 84107  
801-274-0212

Created or Revised Date:  
3/15/2023

Expiration Date:  
**2023-03-31**

Prepared By:  
Morgan Selph  
(801) 274-0212

1	Waterplay	0010-5845	PP Geyser High Flow Kit		\$280.00	10.00%	\$252.00
2	Waterplay	0010-7497	GS Spray Tunnel 8	Steady Stream	\$3,300.00	10.00%	\$5,940.00
1	Waterplay	0010-7466	GS Puddle 1 (light Blue or dark blue only)		\$4,170.00	10.00%	\$3,753.00
1	Waterplay	0010-7483	0010-7483 GS Starlet Spray		\$785.00	10.00%	\$706.50
3	Waterplay	0010-7476	0010-7476 GS Confetti Spray		\$785.00	10.00%	\$2,119.50
1	Waterplay	0010-1854	Activator Power Post		\$2,540.00	10.00%	\$2,286.00
2	Waterplay	0010-5570	Install Jig EMB 63.75 CC Ship 77		\$115.00	10.00%	\$207.00
1	Waterplay	0010-1954	0010-1954 - Controller Potable 12 Outputs		\$6,545.00	10.00%	\$5,890.50
1	Waterplay	0010-2244	0010-2244 - 16 Output Expansion Add On		\$1,515.00	10.00%	\$1,363.50
1	Waterplay	000-2113	Surge Suppressor 60kA 120/240 1 Phase		\$840.00	10.00%	\$756.00
3	Waterplay	DRA-00007	DRA-00007 - Drain 12 6IN Outlet Grey		\$375.00	10.00%	\$1,012.50
1	Waterplay	PSF - W - Main Ship	PS Freight - Waterplay - Main Ship		\$2,000.00	0.00%	\$2,000.00
1	Waterplay	PSF-Freight Waterplay	PS Freight - Waterplay - Pre-Ship		\$925.00	0.00%	\$925.00
1	Installation Services	Playco Park Builders	Playground and Splashpad Installation Services		\$147,950.00		\$147,950.00
1	Installation Services	Playco Park Builders	Mobilization		\$4,775.00		\$4,775.00
1	Installation Services	Playco Park Builders	Travel expenses		\$11,675.00		\$11,675.00
1	Installation Services	WET - FL	Aquatic Engineering and Permitting Services		\$7,500.00		\$7,500.00

## NOTES

- Please inventory product within 5 days of receipt and notify us of any problems.
- We are a supplier only. Customer is responsible for accuracy and conformity to plans and specifications.
- Freight has been quoted for single delivery. If customer requires multiple deliveries, additional costs will apply.
- Customer will be prepared to receive material upon delivery, which may include offloading equipment. If unable, customer is responsible for additional storage and/or re-consignment fees.



# QUOTE



5698 S Shady Farm Lane  
Murray, Utah 84107  
801-274-0212

Quote Number:  
00002932

Created or Revised Date:  
3/15/2023

Expiration Date:  
2023-03-31

Prepared By:  
Morgan Selph  
(801) 274-0212

morgan@goplayspace.com

Subtotal	\$268,321.25
Discount	3.48%
Total Cost	\$258,971.63
Tax Percentage	0.00%
Sales/Use Tax	\$0.00
Grand Total	\$258,971.63

## MEMO

Sourcewell Discount per Waterplay contract Number #010521-WTR

Accepted By: \_\_\_\_\_

Accepted Date: \_\_\_\_\_

Shipping Contact Name: \_\_\_\_\_

Ship Address: \_\_\_\_\_

Shipping Contact Cell No.: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

## NOTES

- Please inventory product within 5 days of receipt and notify us of any problems.
- We are a supplier only. Customer is responsible for accuracy and conformity to plans and specifications.
- Freight has been quoted for single delivery. If customer requires multiple deliveries, additional costs will apply.
- Customer will be prepared to receive material upon delivery, which may include offloading equipment. If unable, customer is responsible for additional storage and/or re-consignment fees.

**File Attachments for Item:**

5. Resolution - A Resolution Calling For An Election On Supplemental Funding For Public Safety Services And Capital Needs For The City Of Laurel, Montana.

**RESOLUTION NO. R23-\_\_\_\_\_**

**RESOLUTION CALLING FOR AN ELECTION ON SUPPLEMENTAL FUNDING  
FOR PUBLIC SAFETY SERVICES AND CAPITAL NEEDS FOR THE CITY OF  
LAUREL, MONTANA.**

WHEREAS, the City of Laurel (hereinafter “the City”) has reviewed the funding costs for the Emergency Services Department and the Police Department for the City;

WHEREAS, the City has determined that current funding levels for staffing for Emergency Medical Services and Police Department services (hereinafter “Public Safety Services”) in the City are insufficient;

WHEREAS, the City has also determined that current funding levels for the capital needs of the City’s Public Safety Services, such as vehicles and related equipment (hereinafter “the Capital Needs”), of the City are insufficient;

WHEREAS, the City is a public body and is authorized pursuant to Mont. Code Ann. § 15-10-425, as amended, to impose a new mill levy or exceed the mill levy limit provided for in Mont. Code Ann. § 15-10-420 by conducting an election authorizing such new mill levy for purposes determined by the City and the electors of the City approving any new levy;

WHEREAS, the City’s Public Safety Services are currently supported by the general mill levy funds paid by the property owners in the City per year in the approximate amount of \$ \_\_\_\_\_ million or \_\_\_\_\_ mills (not including capital expenses);

WHEREAS, the City Council has determined additional Public Safety Services and Capital Needs are needed for the residents of the City;

WHEREAS, the City intends to establish an annual supplemental Public Safety levy, permanently, in order to pay the ongoing and permanent costs associated with delivering additional EMS services (currently anticipated to be used for the hiring of approximately \_\_\_\_\_ additional EMS providers, the hiring of approximately \_\_\_\_\_ support personnel for the EMS and Police Departments (including administrative support and a possible grant writer), the hiring of an additional approximately \_\_\_\_\_ Police Officers, and the increase of wages for approximately \_\_\_\_\_ EMS and Police Department providers) and helping to fund a portion of the costs of future Capital Needs of the City’s Public Safety Departments;

WHEREAS, the City Council has determined that there is a need for a permanent levy increase of \_\_\_\_\_ mills or approximately \$ \_\_\_\_\_ (hereinafter “the Public Safety Supplemental Levy”) to increase funding for Public Safety Services and Capital Needs, to be adjusted annually subject to the limits established in Mont. Code Ann. § 15-10-420(1)(a), for inflationary and new growth allowed in subsequent years; and

WHEREAS, Mont. Code Ann. §§ 15-10-420 and -425 authorize the City to request of the voters in the City limits, as amended, an increase in mill levies over and above current limitations.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Laurel, Montana, as follows:

1. Calling of the Election. The City Council hereby calls and directs a mill levy election for the Public Safety Supplemental Levy to be held on November 7, 2023 for the purpose of voting on the following question: "Shall the City of Laurel, Montana, be authorized to permanently raise approximately \_\_\_\_\_ mills or approximately \$\_\_\_\_\_ annually for the purpose of funding additional Public Safety services to provide EMS and Police services, as well as fund capital and related equipment needs for the City's EMS and Police Departments? The permanent \_\_\_\_\_ mills or approximately \$\_\_\_\_\_ will be adjusted annually, subject to the provisions of Mont. Code Ann. § 15-10-420(1)(a), after the first year, allowing for inflationary growth and newly taxable growth. The impact of the Public Safety Supplemental Levy on a residential home valued at \$100,000 is \$\_\_\_\_\_ for the first year, and on a residential home valued at \$200,000, it is \$\_\_\_\_\_ for the first year.

Introduced at a regular meeting of the City Council on the \_\_\_\_\_ day of March, 2023, by Council Member \_\_\_\_\_.

PASSED and APPROVED by the City Council of the City of Laurel the \_\_\_\_\_ day of March, 2023.

APPROVED by the Mayor the \_\_\_\_\_ day of March, 2023.

CITY OF LAUREL

\_\_\_\_\_  
Dave Waggoner, Mayor

ATTEST:

\_\_\_\_\_  
Kelly Strecker, Clerk-Treasurer

APPROVED AS TO FORM:

---

Michele L. Braukmann, Civil City Attorney