

**SPECIAL MEETING OF THE TOWN OF PLEVNA—Thursday, December 10, 2020, 7 p.m.**  
**Plevna Community Center**

Mayor Benner called the meeting to order at 7:00 p.m.

Councilmen present were Jordan Hoffman, Kyle Vennes, Alba Higgins, and Gary Thielen.

Also present: Krista Nemitz, Clerk/Treasurer Julie Straub, Human Resources  
Corrine Sander, Wastewater Operator

Members of the public present: Shawn Sander

Mayor Benner announced that this is to be a personnel meeting pertaining to the Wastewater Operator. He then asked the operator if she would like the meeting to be open or closed. The Wastewater Operator replied, "The meeting can remain open."

Mayor Benner stated that the Town of Plevna has an interlocal agreement with Fallon County for the use of their Human Resources Department. He then turned the meeting over to Julie Straub, Fallon County Human Resources.

Corrine Sander announced that she would be recording the meeting.

Julie introduced herself and stated that she will be assisting the Town of Plevna with their Human Resources Department through the interlocal agreement between Fallon County and the Town of Plevna. Julie offered to provide her credentials and background; Corrine declined needing the information.

**Open—Personnel Meeting Discussion:**

The Fallon County Human Resources Manager, Julie Straub, will be referred to herein as "Julie". The Town of Plevna Wastewater Operator, Corrine Sander, will be referred to herein as "Corrine".

Julie, "My goal for tonight is to formulate a plan of how we can move forward. I think that we have come to a serious crossroads as to the state of your employment. My goal is to find a way to have a working relationship so that you can continue your employment and meet the needs of the Town of Plevna."

Corrine, "OK."

Julie, "I have a number of things that I would like to cover. We do have two disciplinary documents that have been completed; there was a verbal warning on January 13<sup>th</sup>, 2020, and a written warning on February 27<sup>th</sup>, 2020. With the written warning there was a mowing deadline that was extended to July 3rd, 2020. We will come back to discuss your written response to the written warning because I would like to talk to you about that."

"On May 11<sup>th</sup>, 2020, you were again directed to complete the mowing. You were advised that there was a brush hog available to rent from Griffith Rental and that Jason Griffith would provide training to you. You did not complete that training. There is some question as to whether or not you intentionally or unintentionally mislead Mr. Griffith as to what the brush hog was to be used for. Anytime that you are going to complete your work and any equipment is required, I want to make sure that you are trained and capable of using it. I am not going to put an employee in a spot where they are doing unsafe work or are not comfortable doing it. We will also address this later, but we have to be able to work together as adults to do it."

"In July, at the time of the deadline to complete mowing, you presented a physician's note. Your physician's note is dated March 19<sup>th</sup>, 2020. It was July 6, 2020, when you presented this note to your employer. The note states that you may not lift over 20 pounds with work. The comments state that the patient had extensive surgery in February of 2019."

Julie, "First of all, I am sorry that you had to have extensive surgery. My first question is, why did you not present this in February of 2019?"

Corrine, "There hadn't been a circumstance to come up that would have required either straining or the lifting that is mentioned in the letter."

Julie, "OK, so you had extensive surgery; has it resulted in a disability?"

Corrine, "Not a formal disability, no."

Julie, "OK, so this letter says no lifting over 20 pounds. When was that restriction lifted?"

Corrine, "It hasn't been lifted; it is a condition of post procedure."

Julie, "I am sorry you had to experience that however, you are saying that you permanently cannot lift anything over 20 pounds."

Corrine, "Well isn't that what the letter says."

Julie, "I am asking you; is that what you are telling us."

Corrine, "Well, let me look at the letter just to be sure."

Corrine reviewed the letter sent by her physician, then stated, "Yes, I agree with the letter. That is what the letter says."

Julie, "OK, so you cannot lift anything over 20 pounds permanently?"

Corrine, "Yes, that is what the letter says."

Julie, "So that restriction then, follows you throughout your life and into your other employment?"

Corrine, "I am assuming so."

Julie, "So at your other employment, you are not lifting more than 20 pounds?"

Corrine, "No."

Julie, "So then, we have a situation that presents where you are saying: 'This is something that I cannot do.' Correct?"

Corrine, "Uh huh."

Julie, "OK. So then, I would like to engage in an interactive process with you. Via the Americans with Disabilities Act, along with the two amendments to that act: the ADA and the ADAA, we will engage in this interactive process. The first thing that I am going to need is updated and current documentation from your physician. I have a form that I send, the physician will be familiar with it and will complete it. From that we will be able to determine the extent together what that disability is and what we as your employer can reasonably accommodate without causing an undue hardship."

"Would you please provide your physicians name for me."

The signature line on the physician's note is not legible.

Corrine, "Honestly, I would have to go back and look because I cannot remember her name."