

## COMMITTEE ON HUMAN RESOURCES/INSURANCE

March 05, 2013

5:30 p.m.

Chairman Shea called the meeting to order.

The Clerk called the roll.

Present: Aldermen Shea, Ludwig, Roy

Alderman Greazzo arrived late

Absent: Alderman Levasseur

Messrs.: D. Van Zanten, D. Paris, J. Gile, T. Arnold, L. LaFreniere

Chairman Shea addressed item 3 of the agenda:

3. Summary of outstanding arbitrations and grievances submitted by the Human Resources Director.  
*(Note: Provided for informational purposes only; no action required)*

Chairman Shea addressed item 4 of the agenda:

4. Delta Dental Annual Report.  
*(Note: Provided for informational purposes only; no action required)*

Chairman Shea addressed item 5 of the agenda:

5. Communication from Denise van Zanten, Library Director, requesting that the Accounting Technician position be upgraded to an Accounting I position.

*On motion of Alderman Ludwig, duly seconded by Alderman Roy, it was voted to discuss this item.*

Alderman Ludwig asked you are going to be able to absorb the \$5,600? Is that right?

Ms. Denise van Zanten, Library Director, replied yes.

Alderman Ludwig asked what is the significant difference between the two? I did read the job description.

Ms. Van Zanten replied basically she is doing all of the accounting for the library internally other than what we do with the City's finances because that is on HTE. A lot of the duties that Brienne is now doing used to be what the previous deputy director or an administrative services manager, which was a grade 16, was doing. When those positions became vacant she took over the responsibilities.

*On motion of Alderman Ludwig, duly seconded by Alderman Roy, it was voted to approve this item.*

Chairman Shea addressed item 6 of the agenda:

6. Communication from David Paris, Water Works Director, requesting that the Watershed Patrolman I be classified at pay grade 15.

*On motion of Alderman Roy, duly seconded by Alderman Ludwig, it was voted to discuss this item.*

Mr. David Paris, Water Works Director, stated the request that I have before HRIC this afternoon is to establish the pay rate for our junior watershed patrol officer as a pay grade 15. During the Yarger Decker process there was some confusion as we were changing gears with our watershed patrol. At that point in time, we were establishing a patrol that had a senior and a junior position. The pay grades and classifications were confused, I will say candidly, and the position was scored as a pay grade 15 and we filled it with a pay grade 15. At that time it was grieved and arbitrated and the arbitrator's decision, due to the confusion in the original posting that the job should be left as a 16. Currently today it is vacant. I have asked HR to rescore the position to see what it scores as. It does score as a 15 and before we fill it and go any further, I wanted to request an action of this board to establish it at that level.

Chairman Shea asked Jane, would you care to add anything to that?

Ms. Jane Gile, Human Resources Director, replied I don't really have anything to add. I think at the original Yarger Decker it was one position that was a grade 16 and subsequent to that it was divided into two positions, one at a 17 and one at a 15. As David said, at the time that it was advertised or filled, it was advertised as a 16. Is that right?

Mr. Paris replied I believe it was advertised as a 15, but there was a listing that had it listed as a 16. The fellow who was in it was being paid as a 15 and then grieved it based on the listing that showed it incorrectly, we felt, as a 16, but it did prevail in the arbitration.

Ms. Gile stated as you know with Yarger Decker if we feel that there is a need to look at a position and to score it again, we do have that ability. It is a classification system and it is a system that is based on point factors and so forth.

When David asked us to look at it at this point, to really finally clarify if it is a 15 or is it a 16, we scored the position and it did score as a 15. He would like to know for sure so that when he advertises it, he advertises it at the correct grade.

Alderman Roy stated David, you said there were discrepancies. Is the only discrepancy, from reading this and hearing you, was that the posting was incorrect?

Mr. Paris replied I believe so. This was a grievance in January 2000. At that point in time I wasn't fully invested in the process. As I understand it, reading through the arbitrator's decision and it is quite a lengthy document, there was confusion over the way the union received the posting versus the way it was put out. The union had received it as a pay grade 16 and so they went forward with the grievance. The fellow who filled the job filled it at a pay grade 15, was told it was a 15, but because of the confusion over the listing and the Yarger Decker process and the appeals process at that point in time, it was successfully grieved.

Alderman Roy stated that leads into my second question. Was the individual hired from outside or from within for that first position that was pay at a 15?

Mr. Paris replied I believe he was hired from within for that. It was a promotion.

Alderman Roy asked after he was in that position he grieved the fact that it had been posted incorrectly? I just got his handed to me about the award from the arbitrator about two minutes ago so I haven't read through it. I'm trying to get that information.

Mr. Paris responded the last page of the arbitrator's decision is really interesting. It says that there was a question about who was notified when about the pay grade and position; that the employee was notified but it did not suffice because the union needed to be notified. The union was not notified in a timely fashion. Even though the employee had been notified that it was a 15 that notification wasn't made to the union so the union had a basis for grievance.

Alderman Roy stated and now that it is opened you have essentially done another audit and said that the points add up to 15.

Ms. Gile stated that's correct.

Chairman Shea stated Jane, in running through the job description and class specification and so forth, your department has come up with a 15 designation. Is that correct?

Ms. Gile replied that's correct.

Chairman Shea stated and there is no reason for it to be, in your judgment, and according to what you understand about the job description and other facets of it, as well as the Water Works, that it should be a 15.

Ms. Gile stated that's correct.

Alderman Ludwig stated David, this junior level position is vacant. The person who grieved the original discrepancy between the 15 or 16 has moved up?

Mr. Paris replied correct.

Alderman Ludwig stated so the only way for you to clarify what the number should be is to come to us rather than trying to post it again. You would be up against the grievance in which the union prevailed.

Mr. Paris stated I would expect.

Ms. Gile stated we don't know who would prevail at that point. It would be a grievance, but based on something different. We want to make sure that there is no confusion whatsoever; that it is clear that it is a 15.

Alderman Ludwig asked no one is being penalized who would be taking this position?

Mr. Paris replied right. It is clearly open. We haven't asked to refill it. I felt that it was responsibility of the new guy to be sure that we clarified this pay grade before we posted it and raised and/or lowered expectations. I wanted it to be clearly designated. If HR came back and told me it was a 16, I would say fine, let's post it as a 16. Initially Yarger Decker had established it as a pay grade 15, subordinate patrol officer, junior patrol officer.

Alderman O'Neil stated one of my pet peeves is that we are going to spend a lot of time in grievances and arbitration and in court on occasion with the public employee labor relation board that we spend an awful lot of staff time on. For Jane, Tom and Dave: is it your opinion that this has any impact on the agreement that you have with the Steelworkers, the grade?

Ms. Gile replied I don't believe so.

Alderman O'Neil stated it takes a yes or a no. I don't want to be seeing another 40 hours of attorney time to go up to the public employees labor relation board. The answer is?

Ms. Gile replied in my opinion, no.

Alderman O'Neil asked Dave? It is a yes or no question.

Mr. Paris stated I wish it were that simple. No, it maintains a bargaining unit position for the union. No.

Mr. Thomas Arnold, Deputy City Solicitor, stated ultimately, as you know, whether a grievance is filed or it goes to the public employees labor relation board, is determined by the unions so I can't speak for them, but in my opinion, the answer to the question is no.

Alderman Ludwig asked Dave, is one an affiliated and one a non-affiliated, the 15 or 16?

Mr. Paris replied they are both affiliated positions. There is a 17, which is our senior watershed patrol officer, patrol two. He is the lead position. This is a junior and they are both affiliated with the Steelworkers.

Alderman Ludwig asked so the difference between 15 and 16, we are not removing a person out of the union's complement of people?

Mr. Paris replied no.

*On motion of Alderman Roy, duly seconded by Alderman Ludwig, it was voted to approve the request.*

Chairman Shea addressed item 7 of the agenda:

7. Communication from Leon LaFreniere, Planning and Community Development Director, requesting the following changes to his complement:
  - Eliminate the CIP Manager Position (Planner IV, Grade 23)
  - Create two Planner II Positions (Grade 19)

*On motion of Alderman Greazzo, duly seconded by Alderman Roy, it was voted to discuss this item.*

Chairman Shea asked Leon, would you explain what you are trying to do and what impact it might have on your budget?

Mr. Leon LaFreniere, Planning and Community Development Director, stated thank you for the opportunity. This is actually the second phase of a reorganization precipitated by two management level positions that were vacated early last summer. The committee will probably recall that I came in a few months back and requested that an administrative services manager level position; I believe it was dedicated as a building service support position, at a labor grade 16. I asked for that position to be reclassified and downgraded to an administrative assistant III position, labor grade 14, at that time, so we downgraded one position in that first phase of this effort. What we are asking for now is to take the administrative services manager position at that grade 23 and create two planner II positions. These positions would replace the deficiency we are currently are experiencing in our CIP complement by allowing us to fill a

planner position, as well as enhancing our complement by approximately a 0.5 position in the CIP division. It would allow for a planner position, in the growth management portion of our department, to be classified at a level that reflects the work demands currently experienced there. We have an individual who is working at a level higher than his existing grade currently. It would allow us to have the other 0.5 of the full-time position that would be created in addition to that reclassified position to be assigned to growth management, therefore, also addressing needs that we are currently experiencing with regard to the timely fashion by which we are expected to respond to applications and our regulatory process inquiries. We can effectively get a bigger bang for our buck, if you will, allow for a more efficient utilization of public resources through the reorganization request by getting two planner positions for ultimately almost the same cost as the CIP manager position that is currently vacant.

Chairman Shea asked point of clarification for me; does one of these planner II positions currently exist? Is someone working in that position or are you actually creating two more positions? That is what I would like to clarify.

Mr. LaFreniere stated in effect we are ending up with a net of zero increase because we had a planner II position in our complement that was grant funded that we no longer have. That position is vacant, but we also no longer have the grant funding available to fund it. That position is vacant and we have the planner IV position that is vacant so we have those two vacancies. We are asking for two positions that effectively allow us to fill those two vacancies, but at a lower level position.

Chairman Shea asked you are really adding two positions that are obviously vacated right now?

Mr. LaFreniere replied we are adding two individuals, but not two additional positions. Our complement number stays the same.

Alderman Ludwig stated Leon, the number used for the planner IV position, is that the entry-level pay?

Mr. LaFreniere replied no, that is what the planner IV was budgeted for because he was top of the scale.

Alderman Ludwig stated the planner IV position entry-level can't be anywhere near that number.

Mr. LaFreniere stated if we hired someone to come into that position it would be slightly less, but not substantially because that person has to make, if we didn't go through this reorganization and we hired a planner IV that person would have to make more than the planner III that he supervises. That planner III is at a level that would require this position to be hired at a much higher than an entry-level step.

Alderman Ludwig stated so, if in fact the two new created positions... I'm assuming you know what the needs are and you know where you need people and this is the right move for you to make so that is not the subject of where I am going. You are very comfortable that the creation of these two positions, with where the people are going to end up on a pay scale. I'm not sure, if they are going to be at step one in those planner II positions, if they are not going to exceed the entry level number of the planner IV and if they are, you are going to be okay?

Mr. LaFreniere stated certainly it would exceed an entry level planner IV, but as I stated we can't hire someone at an entry level for that position because there are incumbents in the positions that would be supervised by that position who are making well above entry level and would dictate that it would have to be much higher. What we anticipate happening would be that the two individuals in our department who are currently working at a planner II and above level would be moved into these two positions, thereby, vacating those existing positions that they are currently in. I anticipate filling those positions at an entry level step and that is where the real savings is realized.

Alderman Ludwig asked at the end of the day, once you move through this process, at the bottom, how many positions are then left vacant?

Mr. LaFreniere replied there would be no positions left vacant at the end. There are no positions beyond the complement that we have been carrying since the layoffs of two budget cycles ago, where we still have two vacancies that are left over from that.

Alderman Ludwig stated if people move up to these planner II positions, what happens to the positions that they are currently holding?

Mr. LaFreniere replied we would hope to fill those positions with entry-level steps.

Alderman Ludwig asked how many of those positions are there; one or two?

Mr. LaFreniere replied there are two positions now.

Alderman Ludwig stated there would be two open lower level positions that you would have to carry and request from the mayor to fill.

Mr. LaFreniere responded that is correct.

Alderman Ludwig asked you are not anticipating doing away with those lower level positions and you are still hoping to fill them?

Mr. LaFreniere replied no, I'm hoping to do away with the higher level position and fill lower level positions.

Alderman Ludwig stated but the openings that are created when people move up to planner IIs, you are not suggesting doing away with those positions?

Mr. LaFreniere replied I am not. Those positions are critical to our needs.

Chairman Shea asked how often does someone move from planner I to planner II? Is that done over the course of five years? Three years?

Mr. LaFreniere replied the two individuals, who we are talking about, have both achieved levels of success within their careers where, if the positions were existing, they would have moved up some time ago. It happens when positions become available. In each case, these two individual have achieved...

Chairman Shea interjected so you don't anticipate that taking place with in the next year or two.

Mr. LaFreniere stated I don't have the planner II positions that are currently in the complement for them to move to, which is part of what this would accomplish.

Alderman O'Neil stated Leon, when you and I spoke on the phone, one of the things we talked about was that there would be, although not a direct impact to your budget, an impact on our benefits side of thing from where we are currently.

Mr. LaFreniere stated based on the fact that the benefit number is calculated from base salary, yes.

Alderman O'Neil stated \$45,000. We just need to be out there on that. Although it doesn't show up in Leon's budget, there is going to be an impact to the tune of \$45,000 or so, on the budget side. What are the two positions that will become vacant when the two people promote up?

Mr. LaFreniere replied I would anticipate that there would be a planning technician position, at a labor grade 14 and a planner I position.

Alderman O'Neil asked which is what grade?

Mr. LaFreniere replied 18.

Alderman O'Neil asked what division within your department are they assigned to?

Mr. LaFreniere replied the planning technician is in the CIP division and the planner I position is in growth management.

Alderman O'Neil asked do you know, in the budget that the mayor presented, was your reorg included in that?

Mr. LaFreniere replied it was.

Alderman O'Neil stated within the budget that the mayor has presented, the two planner II positions are funded, the salaries are funded, the planning technician salary is funded and the planner I position is funded?

Mr. LaFreniere replied yes.

Alderman O'Neil stated there is a benefits side that is not included in this, that will exist, that doesn't currently exist because of the one vacant grant funded position.

Mr. LaFreniere stated yes.

Alderman Roy stated to follow up on Alderman O'Neil's question, are those benefits included in the mayor's budget?

Mr. LaFreniere replied I believe they are.

Alderman Roy stated you actually have two people who retired, correct?

Mr. LaFreniere replied yes.

Alderman Roy stated and you left those open for an extended period of time.

Mr. LaFreniere stated that is true.

Alderman Roy asked was that to make up the severance?

Mr. LaFreniere replied yes.

*On motion of Alderman Roy, duly seconded by Alderman Ludwig, it was voted to approve this item.*

Chairman Shea addressed item 8 of the agenda:

8. Report of the Committee on Human Resources/Insurance:  
The Committee on Human Resources/Insurance respectfully recommends, after due and careful consideration, that the updated FMLA policy be approved.  
*(Unanimous vote)*

*(Note: Referred back to the Committee on Human Resources/Insurance by the Board of Mayor and Aldermen on 2/19/2013. A communication from the Human Resources Director is attached)*

Chairman Shea stated just for clarification, Jane, do you want to come up and explain why there was a delay and so forth and then maybe the committee can make a decision.

Ms. Gile stated there were actually two issues. The first issue was at the last committee meeting where there was some discussion requiring the use of FMLA and designating it at the first sign of a qualifying event. We had done some research on that and it is required by law that the employer designate anything that looks like it is an FMLA qualifying event to be designated as FMLA. I just wanted that clarification. I know there was some discussion at the last meeting so we wanted that to be clear that that is something that is required by law. The other thing was that there was some discussion that we didn't do it like this originally. I didn't have the answers for the committee that night. I did look back and I looked back at the original policy that was approved in 1996. That policy also gave the City the responsibility and the right to designate leave as FMLA. It is not any

different than what was envisioned. The policy has been in place for 17 years and it seems like it is working okay for us. The document that was presented to the committee at that meeting was more of an update, adding the things that were require by federal law and clarifying some of the language. In terms of the substitution of paid leave, that was also in the 1996 policy. That actually allows, instead of taking unpaid leave, allows the employee to get paid during the time of their FMLA leave, the qualified leave, and to also retain their benefits, their health insurance and any of the other benefits that are associated with that such as the accrual of sick and so forth that they may not have if they were unpaid. You had asked for some information in terms of how many people take FMLA. We also looked in to the number of hours that people have in their sick leave bank. The average number of hours that people have across the City was 600 hours of sick leave that they could use towards FMLA so we are not really making it a difficult process for people. They do have the leave that is available to them to take in the event that they do have FMLA. Most of the leave, as is in my memo to you, is two or three weeks in duration. Not a lot of people take the whole 12 weeks. I think there was some concern if someone had a dependent or someone had another serious health condition toward the end of that year's time that they would not be able to take the leave for that purpose. Since I have been here I don't think that has happened to anyone because of the fact that a lot of people don't take the 12 weeks. Some do if there is a really serious problem, but many do not. The average duration is two to three weeks. I just wanted to clarify that with the committee as to why the policy says what it does and that part of the policy really hasn't changed in 17 years. The other issue that came up, and I know during the course of this Alderman O'Neil did ask a question the night of the hearing about the unions and so forth and the contracts and there was a union contract that we are in disagreement with in terms of the language of that contract regarding FMLA and they have subsequently filed a grievance. We did have a pre-arbitration on that grievance. They are not satisfied with the City and they have actually filed for

arbitration on it. I just wanted to bring the committee up to speed on that. I don't want to hide anything from the group, but that is something that is pending in arbitration now. That is why I wanted to bring it up for discussion tonight, whether or not you want to table it for a while or go ahead because it really is the City's policy; it is not one union's policy, it is the City's policy. How we want to deal with that is up to this committee, whether you want to put it on hold for a while, whether we want to go forward with it. I just wanted to bring that up to this group.

Chairman Shea stated just by way of clarification, if nothing happens, the current City policy that is in existence will continue. Is that correct?

Ms. Gile replied the current City policy, yes, will stay.

Chairman Shea stated if there is no change in this particular policy tonight, does the current policy stay in existence?

Mr. Arnold replied I believe it would. The board itself has not taken any action on this policy, so the current policy remains in effect until the board takes some action to alter.

Alderman Roy stated Jane, the arbitration that you speak of... The only thing that we have changed in this, I believe, is about workman's comp not being...

Ms. Gile stated that was the board. That wasn't coming from us. That was from the committee with a recommendation to the full board.

Alderman Roy asked is there a substantial change in our new policy that we wanted to put forward to the board that would affect that arbitration? Is the same language in this one that is in the existing one?

Ms. Gile replied it is not the exact same language because it is updated and it has clarification and so forth of different articles in there.

Alderman Roy asked do you think it will muddy the waters for the arbitration?

Ms. Gile replied I don't know.

Alderman Roy stated let me rephrase that, it may muddy the waters for arbitration.

Ms. Gile stated we are trying to get down to what is actually being arbitrated. Is it because we didn't share it with them before? It is negotiable? Those are the kinds of questions that we are still trying to figure out as to what the point of the arbitration is.

Alderman Ludwig stated Jane, maybe I missed it. What is the nature of the grievance? It has to be stated on a grievance form.

Ms. Gile replied in the particular union contract, and you have to understand that the language in many of these contracts are very old and they go back to the origination of the FMLA policy, when it was first introduced in 1996. At that time, I believe, this language came into play in this contract and it just says, subject to renewal and approval the union will be subject to the City's FMLA policy. It doesn't say anything about revisions. It doesn't say anything about updating or so forth. I believe that is what they are grieving; that they didn't approve it before it went to you.

Alderman Ludwig asked this has already been to pre-arbitration and there could be no agreement reached at pre-arbitration? I don't understand the grounds that this is going forward on. As Alderman O'Neil just indicated, this is really crazy to be spending money on either side, whoever wins or loses. I am not going to vote for this tonight until I know what the nature of the grievance is myself and I can understand that a little bit better. I was my understanding that we were basically just passing some basic housekeeping rules to the FMLA act and we did it subject to us taking a look at a couple things and some questions that Alderman Roy had relative to when FMLA should kick in when you are workman's comp. I took it a little further and maybe I will back off as it relates to someone being out sick and when FMLA should kick in. You may tell me that this was from 1996 and designated, but we did not, I can clearly remember that we did not start FMLA, it might have been on the books that we should be, but we shouldn't. I was here. We didn't. Then it came down that as soon as the injury is recognizable and I'm not going workman's comp, but I broke my leg skiing, FMLA never kicked in until that person had exhausted their sick leave or vacation or both and then it kicked it. I'm not going to dispute that it was on the books as it was. Then we started to say that as soon as you know that it is a long term injury you need to start and run concurrently. I'm not going to debate that it was on the books, but that is not the way we did it.

Ms. Gile stated I don't debate it either. I wasn't here, but the other part of it is that when we looked in and we got some follow up expertise regarding this policy, they had said originally when FMLA first came out, employers weren't doing some of that stuff and then they made it incumbent on the employer to do that. It may have been during the early stages that it wasn't being on in that way. I wasn't here; I don't know, but it sounds like that was pretty pervasive across many places

that it wasn't. It was the employee's responsibility, not the employer, but that switched and the federal government said no, it is the employer's responsibility.

Alderman Ludwig stated we are over that. Was it your further recommendation to implement Alderman Roy's suggestion as it relates to workman's compensation individuals?

Ms. Gile replied I think you guys already voted on that. We are fine with it if that is what you want to do.

Alderman Ludwig stated so that is not what the union is grieving. I would just like to know what the nature of the grievance is.

Ms. Gile stated I can't clearly articulate what they are grieving. I think what they are grieving is that it didn't go before them first to be reviewed and approved.

Alderman Ludwig stated I can understand that, but I can't believe that that couldn't be settled at a pre-arbitration. It is hard for me to believe that something that simple... Why would they want to continue on to a full blown grievance and cost everyone money?

Alderman Roy asked Jane, could you send us all a copy of that grievance?

Ms. Gile replied sure.

Alderman O'Neil stated Jane, if I am reading the report right, it is the very last one on 3-3? It is the very last one.

Ms. Gile replied yes.

Alderman O'Neil stated that is not the one who said something about this to me about this. The one who said something about it is not grieving it apparently. I don't know where this one comes from. What I recall the discussion being, was let's do the changes as was recommended. Although the City reserves the right the put someone on FMLA, I think the employee needs to be part of the discussion. I agree that when Alderman Ludwig and Alderman Roy brought this up, whether I am hurt on the job or hurt off the job, if I know I am only going to be out of work a week or something like that, if I am understanding this correctly, the City can decide to put me that first week on FMLA. Am I correct?

Ms. Gile replied not anymore, no. If you read my memo, basically it says that it is the employer's responsibility to do that. We did request an opinion on this from an attorney who is legal counsel from Ceridian and she reiterated that the employer is responsible in all circumstances for designating FMLA qualifying leave.

Alderman O'Neil stated I read that.

Ms. Gile stated it is clear that once the employer has enough information to determine whether the leave is being taken for FMLA, the employer has an obligation...

Alderman O'Neil interjected I understand that part, but if the information says that I am only going to out of work for a week, it makes no sense to put the person... I understand that is the attorney's opinion, but it makes no sense to put that person... It is going to take more than a week to get the documentation and everything. I just think, for the many examples that have been talked about in this committee, the short term stuff, whether on the job or off the job, the employee

needs to somehow be in the loop. If I am going to have knee surgery and I'm a firefighter or police officer I'm going to be out of work some time. That is a no brainer. In today's world where children become ill, parents are living longer in that, sometimes it is siblings. I would hate to find out that someone lost a couple weeks that they don't have later in the year because they used two weeks of FMLA earlier in the year. I think common sense has to prevail. I think that is what this committee asked; the committee approved and the board was ready to approve the policy changes, but common sense has to prevail on this issue of automatically going in it. If Dan O'Neil is a laborer at the Highway Department and I twist my ankle, I may only be out of work for a week. You shouldn't be placing me on FMLA for that week. That is just my opinion. I can't support that. The importance of having FMLA available when other major issues come up... I don't believe the private sector, at least some of the employers I know, go down the route that we are talking about here. You have to look at situations. That is my whole argument with this. What is going on, how long is the employee going to be out?

Ms. Gile stated I understand your perspective. I did check with some other municipalities and they do this; they designate leave as FMLA when there is a qualifying event.

Alderman O'Neil asked how long does it take to qualify? That has to take a couple weeks. Just because a worker's comp comes in on Dan O'Neil, on that day someone is going to sign off?

Ms. Gile responded if this policy goes into effect, it has that worker's comp change in it so we are not saying that that... That is something that we can allow to happen. We don't have a short-term disability policy so people use their sick

leave. It is that kind of a thing. It isn't unusual to start it right off and the wage and hour division is basically saying that you must start it concurrently.

Alderman O'Neil asked but how long does it take for your office to be aware that someone got hurt on the job?

Ms. Gile replied hurt on the job is a different thing.

Alderman O'Neil asked how long does it take?

Ms. Gile replied we try to learn as soon as we can. There is a form that is signed and Harry's office is...

Alderman O'Neil interjected how about off the job?

Ms. Gile replied we will be notified. If someone is out for three days, the departments usually notify us and let us know or we become aware of it.

Alderman O'Neil stated that is as long as the respective department let's you know.

Ms. Gile stated they are pretty good about it. This has been going on for 17 years. They are very good about it.

Alderman O'Neil stated I have some experience with this with my wife. It is so important that it is available for the long term and not the short term. I don't have a vote on the committee, but I have a vote on the full board.

Alderman Roy stated I believe that if you are hurt on the job, we used to call it a pink slip. It has to be done with 24 hours.

Ms. Gile stated absolutely, you have to do it right away.

Alderman Roy stated so they know right away.

Alderman O'Neil stated that legal obligation is to the State, not to the City.

Alderman Roy stated but the City gets that information too.

Alderman O'Neil stated they get a copy, but the legal obligation is to the State.

Alderman Roy stated I won't disagree with that. I was trying to answer your question of how quickly they know you are hurt on the job. It is within 24 hours that they are going to be notified as well. That will be taken care of with this new policy; people who get hurt on the job won't be charged to their FMLA.

Ms. Gile stated right.

Alderman Roy stated we are short on time, Mr. Chair, and when you are ready I would be happy to make a motion to table so that we do not muddy the waters and get more information before we pass this on to the full board.

Alderman Ludwig stated I think Alderman O'Neil is right. I think that if you go back to the intent of FMLA, am I correct in assuming that this was to give the employee some additional protection, given the fact that he may not have any sick leave or he may not have any other protection against losing his job? He is not being paid.

Ms. Gile stated no, he is being paid.

Alderman Ludwig stated not while he is on FMLA.

Ms. Gile stated yes, he is. Under the City's policy, the FMLA is unpaid leave, but the City requires that you use your paid leave while you are on FMLA, so that when someone is on FMLA it is required that they substitute their sick or vacation, depending on the type of FMLA it is, in those circumstances. When you go out on FMLA you are being paid.

Alderman Ludwig stated you are being paid. Not by sick leave or vacation?

Ms. Gile replied yes.

Alderman Ludwig asked what if I don't have any?

Ms. Gile replied it is not a paid leave benefit; it is an unpaid leave benefit. It is an unpaid leave benefit that the City allows you to substitute your accruals in order to continue to be paid and to continue your benefits and to continue your accruals and to continue everything else.

Alderman Ludwig stated we are short for time, Jane, but what happens if I get hurt, forget how I got in the position I am in, but I have no sick leave or vacation. What happens to me?

Ms. Gile replied what happens to you, if you are eligible for sick leave bank you apply for the sick leave bank.

Alderman Ludwig stated I can't get that either.

Ms. Gile stated if you can't get that either because of whatever then you would go unpaid, but you would be protected during that period.

Alderman Ludwig asked for the 12 weeks?

Ms. Gile replied for the 12 weeks, yes.

Alderman Ludwig stated I believe that is the intent of the FMLA, not to pay someone.

Ms. Gile stated it allows the employee to get paid. If you want them to get paid during FMLA leave then they have to substitute paid leave. That is the only way they will get paid.

*On motion of Alderman Roy, duly seconded by Alderman Greazzo, it was voted to table this item.*

#### **TABLED ITEMS**

*(A motion is in order to remove any item from the table.)*

9. Solicitation policy submitted by Jane Gile, Human Resources Director.  
*(Note: Tabled 12/4/2012)*

This item remained on the table.

10. Draft ordinances for the position of welfare commissioner submitted by Tom Arnold, Deputy City Solicitor.  
(*Note: Tabled 12/4/2012*)

This item remained on the table.

*There being no further business, on motion of Alderman Ludwig, duly seconded by Alderman Greazzo, it was voted to adjourn.*

A True Record. Attest.



Clerk of Committee