



# City of Hendersonville City Council

**SPECIAL CALL Meeting [ELECTRONIC] | August 26, 2020 – 4:00 p.m.**

**Operations Center - Assembly Room | 305 Williams St. | Hendersonville NC 28792**

- 1. Call to Order**
- 2. Consideration of Agenda**
- 3. Resolution to Ratify Employment Agreement Appointing Interim Police Chief -**  
*Presenter: John Connet, City Manager*
- 4. Presentations**
  - A. Family and Medical Leave -** *Presenter: Lyndsey Simpson, City Council Member*
- 5. Discussion**
  - A. Diversity Initiatives / BLM -** *Presenter: John Connet, City Manager*
- 6. Staff Update**
  - B. Downtown Parking Deck-** *Presenter: Brian Pahle, Assistant City Manager*
- 7. Adjourn**

# NOTICE

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City of Hendersonville 160 Sixth Avenue East Hendersonville, NC 28792

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## CITY COUNCIL CITY OF HENDERSONVILLE

### SPECIAL CALL MEETING

Wednesday, August 26, 2020, at 4:00 p.m.

The City of Hendersonville City Council will hold a SPECIAL CALLED MEETING on **Wednesday, August 26, 2020, at 4:00 p.m.** in the Assembly Room of the City Ops Building, 305 Williams St. Hendersonville, NC. The purpose of this meeting is to hear presentations from staff, discuss workshop topics pertaining to Family and Medical Leave, Diversity Initiatives, receive staff updates, and to ratify the Interim Police Chief Contract.

  
\_\_\_\_\_  
Angela L. Reece  
City Clerk

The City of Hendersonville is committed to providing accessible facilities, programs and services for all people in compliance with the Americans with Disabilities Act (ADA). Should you need assistance or a particular accommodation for this meeting please contact the City Clerk no later than 24 hours prior to the meeting at 697-3005 or by email at [areece@hvlnc.gov](mailto:areece@hvlnc.gov)

*Posted 08/21/2020*  
<https://www.hendersonvillenc.gov>





## CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

**Submitted By:** John Connet

**Department:** Admin

**Date Submitted:** August 21, 2020

**Presenter:** John Connet

**Title of Item:** Resolution to Ratify Employment Agreement Appointing Interim Police Chief

**Nature of Item:** Council Action

**Council Meeting Date:** August 26, 2020

### Summary of Information/Request:

**Item # 3**

The Mayor and City Council are requested to adopt a Resolution ratifying the action taken by the City Manager to employ an interim Police Chief for the City of Hendersonville. The City Manager has the legal authority to appoint an interim Chief under State Statute, the City Charter and the City Personnel Policy; however as the terms of employment for this position differ from those contained in the Personnel Policy, ratification by the Mayor and City Council is necessary.

**Budget Impact:** \$ 0 Is this expenditure approved in the current fiscal year budget? ☐ N/A If no, describe how it will be funded.

Lapsed salary funds will be used to pay the cost of this interim position.

### Suggested Motion:

I move to adopt the Resolution By The City Of Hendersonville City Council To Ratify An Employment Agreement For The Appointment Of An Interim Police Chief For The City Of Hendersonville.

### Attachments:

Resolution with Agreement attached at Exhibit A

**RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL TO RATIFY AN  
EMPLOYMENT AGREEMENT FOR THE APPOINTMENT OF  
AN INTERIM POLICE CHIEF FOR THE CITY OF HENDERSONVILLE**

**WHEREAS**, the position of police chief became vacant at the close of business on August \_\_\_\_, 2020; and;

**WHEREAS**, it was in the best interest of the Police Department for the City Manager to appoint an Interim City Police Chief as soon as possible to provide continuity for the Department; and

**WHEREAS**, the City Manager has signed an employment agreement to appoint William Hollingsed as Interim Police Chief, a copy of which is attached to this Resolution as Exhibit A; and

**WHEREAS**, the Mayor and City Council wish to ratify the actions taken by the City Manager;

**THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF HENDERSONVILLE, NORTH CAROLINA** that:

1. The Employment Agreement, attached hereto as Exhibit A and incorporated herein by reference, is specifically ratified and approved by the Mayor and City Council retroactively, the intent being that the Employment Agreement be in full force and effect as if approved by the Mayor and City Council on the date it was signed by the City Manager.
2. All actions taken in furtherance of the purposes of the Employment Agreement by the City Manager, City Attorney, and City Staff are hereby ratified and approved.
3. The City Manager, City Attorney, and City Staff are authorized to take such other actions as may be necessary to carry out the terms and provisions of the Employment Agreement.

Adopted by the City Council of the City of Hendersonville, North Carolina on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**Attest:**

\_\_\_\_\_  
**Barbara G. Volk, Mayor, City of Hendersonville**

\_\_\_\_\_  
**Angela L. Reece, City Clerk**

## **Exhibit A**

### **CITY OF HENDERSONVILLE, NORTH CAROLINA AGREEMENT FOR EMPLOYMENT AS INTERIM POLICE CHIEF**

**THIS AGREEMENT FOR EMPLOYMENT AS INTERIM POLICE CHIEF** (hereinafter "Agreement") is made and entered into effective as of August 24, 2020 (the "Commencement Date") by and between the City of Hendersonville, North Carolina (hereinafter City), by and through the City of Hendersonville City Council (hereinafter "Council") and William Hollingsed, (hereinafter "Chief"), to establish and set forth the terms and conditions of the employment as the Interim Police Chief. For the purposes of this Agreement, the Chief shall be considered a temporary, interim employee of the City and not an independent contractor.

#### **WITNESSETH:**

**WHEREAS**, the City is currently seeking a permanent Police Chief and it is expected that the position will be filled with a new permanent manager by, and as such this contract will conclude on, February 1, 2021 unless extended by mutually agreement by both parties;

**WHEREAS**, the Chief has agreed to accept employment as the Interim Police Chief, subject to and on the terms, conditions, and provisions agreed to and set forth in this Agreement.

**NOW, THEREFORE**, in consideration of the Chief accepting employment with the City, and other good and valuable consideration, including the mutual covenants herein contained, the receipt and legal sufficiency of which are hereby acknowledged, the City and the Chief hereby contract, covenant, and agree as follows:

#### **Section 1. Duties.**

The City hereby employs the Chief as Interim (Temporary) Police Chief to perform the duties and functions normally performed as a Police Chief and consistent with the City Charter, the Laws of the State of North Carolina, this Agreement, and as directed by the City Manager consistent with the intent of this Agreement. The general duties include the general administration and supervision of the Police Department and those duties specified on the job description, attached hereto as Exhibit A, said Exhibit A being incorporated herein by reference, except as specifically modified by the terms of this Agreement. With the execution hereof, the Chief represents to the City that the Chief possesses the requisite knowledge, skills and abilities to perform the duties of the Chief as outlined in the job description.

**Section 2. Term**

Subject to earlier termination as provided for in Section 8, Subsection D hereof, the term of this Agreement shall continue, and Chief shall serve as Interim (Temporary) Police Chief, until the occurrence of one of the following (1) a new Police Chief is selected and adequate transition has been completed, "adequate transition" to be determined in the sole and absolute discretion of the City Manager; (2) any limitation as a result of regulations or policies imposed by the NC Local Government Retirement System; (3) 14 day notice given by either party (this notice may be waived upon agreement by both parties); or (4) February 1, 2021 unless an extension is mutually agreed by both parties. It is anticipated that this contract will conclude by February 1, 2021. The contract may also be terminated in accordance with Section 8(D).

**Section 3. Salary**

The City shall pay the Chief at the rate of Fifty and No Hundredths (\$50.00) Dollars per hour, payable on the same payment schedule as other City employees. The hourly rate is payable only for actual hours worked by Chief on behalf of the City whether on site or off site and does not include travel time to and from the City. The Chief will not receive any pay for holidays except for actual hours worked on a holiday, which will be paid at the same rate of pay non-holiday hours worked. The hourly rate also includes any work performed by the Chief as part of the post-interim transition as provided for in Section 2 above. The City agrees to withhold and transmit to the appropriate entities the employee share of all Federal and State taxes and to provide coverage for the Police Chief under the City's worker's compensation policy and coverage under the City's professional liability policy as described in Section 6. As Chief's employment is in the nature of interim and temporary employment, the City will not contribute for the Chief's benefit to the North Carolina Local Government Retirement Fund.

**Section 4. Automobile, Lodging, Meals, and Cell Phone**

The City will provide the Chief with a vehicle for use in the performance of his duties and for traveling to and from the Chief's residence in Waynesville, NC and city related business. The Chief will be reimbursed for any necessary and reasonable meal expenses, including meals at the current city employee *per diem* rate excluding tax, unless otherwise agreed. The reimbursement for meals will be prorated, according to the city *per diem* rate for each meal, when a workday or overnight stay does not include three meal periods.

The City shall reimburse the Chief for his cell phone use at the rate of \$50.00 per month or portion thereof.

The Chief shall properly document all other eligible expenses pursuant to City policy and submit the same to the City for reimbursement monthly or in a manner consistent with City policy. The Chief agrees to complete any forms related to reimbursement that may be required by the City.

**Section 5. Benefits**

It is mutually agreed that the Chief is not entitled to any City employee benefits except as specifically set forth herein.

**Section 6. Indemnification**

To the fullest extent permitted by law and except as specifically limited by City Ordinances, the City shall defend, save harmless and indemnify the Chief against any tort claim, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act, error or omission occurring in the course of performance of the Chief's duties, and shall obtain and keep in full force and effect liability insurance, or risk pool coverage, including Public Officials coverage on a "per occurrence" basis, in sufficient amounts to assure accomplishment of such hold harmless and indemnification; provided that this section shall not be construed as creating any right, cause of action, or claim of waiver or estoppels for or on behalf of any third party, nor shall it be construed as a waiver or modification of the availability of the defense of governmental immunity or any other legal defense available to either the City or the Chief as to any claim brought by or on behalf of any third party; and provided further that the City shall not indemnify or hold harmless the Chief from and with respect to any claim or liability for which the conduct of the Chief is found by the courts to have been outside the course and scope of employment or his official capacity as Interim Police Chief, grossly negligent or intentionally wrongful. The City may compromise and settle any such claim or suit with our without the consent of the Chief, and will pay on behalf of the City and/or the Chief, , the amount of any settlement reached or judgment rendered on such claim or suit, for which the City has a duty to defend, and shall save harmless and indemnify the Chief hereunder as hereinbefore more specifically provided. This indemnification shall extend beyond and survive the termination of employment and the expiration of this Agreement.

**Section 7. Hours of Work; Time Off; Record Keeping**

It is clearly understood that the Chief is expected to perform all duties defined in Section 1 of this Agreement. The parties recognize that the chief will normally work a flexible schedule with no more than thirty-six (36) hours per week. It is recognized however that there may be some rare occasions in which the thirty-six (36) hours may need to be exceeded based on the demands of the City. For purposes of this Agreement, Chief shall be considered a non-exempt employee under the Fair Labor Standards Act, and therefore any hours worked exceeding 171 in a 28-day period must be specifically approved in advance by the City Manager, except in the event of an emergency. It is also noted and agreed that Chief has pre-scheduled various personal appointments and professional training events and as such, there may be some weeks when the schedule will need to be adjusted. The Chief may work in whole day increments or any portion thereof. The parties also expressly recognize and agree that some of the Chief's work for the City may occur while the Chief is not physically present in the City, such as at home, in conferences, or elsewhere conducting City business. Travel time in commuting to and from the Chief's residence to City Hall, and off-duty travel time shall not be included in this total. Duties of employment are typically expected to generally be performed Monday through Thursday; however, the Chief will work additional hours per week as needed, and the parties may adjust that schedule so that he may be available and working on days, or parts thereof, on which the City Manager has scheduled a meeting of the Council or other events requiring the Chief's

presence. Should the Chief need to make adjustments to his weekly schedule he will notify the City Manager.

The Chief recognizes and agrees that the City Manager must approve any training conferences prior to reimbursed by the City.

The Chief agrees to be available by telephone for consultation and advice on days that he is not physically working in the City and calls and emails not of excessive lengths will not be billed. The Chief also agrees to respond to the City for emergency situations.

The Chief shall keep records of the time spent performing his duties on behalf of the City as set forth herein. Said records shall be a general description of the work performed and the amount of time spent working on behalf of the City.

### **Section 8. General Provisions**

A. Governing Law. This Agreement shall be construed in accordance with, and governed by, the laws of the State of North Carolina. Venue shall lie exclusively in Henderson County, North Carolina for State law claims, and the federal district court in Buncombe County, for federal claims, unless both parties agree otherwise, or otherwise required by applicable laws.

B. Entire Agreement. This Agreement incorporates all the agreements, covenants and understandings between the City and the Chief concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written Agreement. No other prior agreements or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

C. Amendment. This Agreement shall not be modified or amended except by agreement between City Manager and the Chief and executed by written instrument executed by the Chief and the duly authorized representative of the Council.

D. Resignation/Termination. This contract shall terminate upon the occurrence of any one of the following events: (1) a new Police Chief is selected and adequate transition has been completed, "adequate transition" being determined in the sole and absolute discretion of the City Manager; (2) any limitation as a result of regulations or policies imposed by the NC Local Government Retirement System; (3) 14 day notice given by either party (this notice may be waived upon agreement by both parties); (4) February 1, 2021 unless an extension is mutually agreed by both parties; or (5) termination of the contract by unilateral action of the Council with or without cause. It is understood by the parties that the Chief is a temporary, "at-will" employee and serves at the pleasure of the City Manager. This Agreement may be terminated by the City Manager through duly approved action of the Council, with or without cause, at any time. If the Chief's employment is terminated without cause pursuant to Subparagraph 5 of this Paragraph, then upon such termination the Chief shall be entitled to one week's pay as severance pay, calculated by the hourly rate stated in paragraph 3 above based on a thirty-six (36) hour work week.

E. Severability. If any portion of this Agreement is determined by a court of competent



jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of the remainder of this Agreement, and to this end, this Agreement shall be deemed to be severable.

F. Work Product. If within 180 calendar days from the conclusion of his employment, the Chief requests and the City agrees, the City will provide at its cost, an electronic copy of the Chief's work documents, including but not limited to, emails, correspondence, memoranda and other documents prepared or received by the Chief during his employment with the City, but specifically excluding any information concerning employees of the City which is not public under NCGS § 160A-168(a). With regard to any other documents which may be deemed to be confidential, including but not limited to, notes or documents related to closed sessions, potential contracts, or communications with the City Attorney, the Director agrees to maintain said confidentiality of all such records. In this regard, the Director agrees to give the City prompt notice upon receipt of any request for production or subpoena of such materials in apt time to allow the City the opportunity to take appropriate action to protect and preserve such confidentiality.

G. Iran Contra and Companies that Boycott Israel. With the execution hereof, Chief certifies that he is not on, nor is he affiliated with any company that is on, the Iran Divestment List nor Companies that Boycott Israel List maintained by the State of North Carolina

The City Manager and the Director have executed this Agreement effective as of the date set forth herein below.

**CITY OF HENDERSONVILLE, NORTH CAROLINA**

\_\_\_\_\_  
John F. Connet, City of Hendersonville, NC

**ATTEST:**

(City Seal)

\_\_\_\_\_  
Angela Reece, City Clerk

**AGREED AND ACCEPTED** this the 24<sup>th</sup> day of August 2020.

\_\_\_\_\_  
William Hollingsed  
Interim Police Chief

## **Exhibit A**

### **PRE-AUDIT CERTIFICATE**

This Agreement has been pre-audited pursuant to North Carolina General Statute §159- 28 in the manner required by the Local Governmental Budget and Fiscal Control Act.

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John Buchanan, Finance Director

#### **APPROVED AS TO FORM:**

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Angela Beeker, City Attorney

# **Exhibit A**

## **Exhibit A Job Description Chief of Police**

### **Primary Reason Why Classification Exists**

Serves as the chief law enforcement officer and director of the City's Police Department

### **Distinguishing Features of the Class**

An employee in this class performs administrative and managerial law enforcement work serving as the director of the police department and the chief law enforcement officer for the City. Work involves planning, organizing, and implementing Department and City policies, rules, and directives related to management of the Police Department. Work also includes preparing annual operating budgets as well as long term capital budgets, administering personnel and payroll of staff, and planning and implementing employee training and development programs. Employee serves as part of the City Manager's executive team and is integral to development and enforcement of department policies and procedures. Considerable judgment and initiative are required to determine facts, interpret and apply laws, and make decisions without reference to higher authority. Although work is primarily administrative in nature, the employee is always subject to the usual hazards of law enforcement work. Work is performed under general direction of the City Manager and is evaluated on the basis of departmental effectiveness, efficiency of operations, public support, reduction in crime rates, and attainment of individual and departmental performance objectives.

### **Illustrative Examples of Work**

- Plans, organizes, directs, and supervises all operational and administrative support functions of the Police Department for optimum operational needs
- Determines department mission statement and departmental objectives; establishes departmental goals and objectives, policies, procedures, and programs
- Assumes command of major incidents; coordinates allocation of equipment and manpower and serves as the chief liaison with other emergency response agencies and officials
- Determines policies and procedures for personnel including actions relating to recruitment, hiring, training, work assignments, scheduling, granting of leave, performance appraisal, and discipline in compliance with City Personnel Policies; implements City Personnel Policies in accordance with approved policies and procedures
- Develops division budget proposals and administers allocated funds; ensures funds are maintained according to City accounting procedures; oversees and approves expenses for personnel, equipment, and contracts; monitors payroll expenditures and authorizes overtime
- Conducts staff meetings and briefs subordinates; facilitates communication among staff ensuring understanding of expectations, requirements, and follow up processes.
- Participates in executive management team meetings with the City Manager; advises subordinates of management directives and ensures adherence to policies;
- Serves as a mentor coaching peers and subordinates on matters relating to the department

## **Exhibit A**

- Receives and investigates complaints of subordinate personnel, programs, or procedures; interviews parties and reviews reports; prepares verbal or written responses and recommendations; prepares reports for the City Manager or elected officials as requested
- Reviews various reports, activity logs, and incident reports and makes recommendations on improving efficiency
- Attends various community functions; interacts with residents to establish and maintains positive image of department and law enforcement activities
- Meets with media representatives and provides information on operations, high profile investigations, new programs, or other services and activities of the department
- Serves as representative of the City with state and/or community boards or commissions, or state or federal agencies
- Performs related work as required

### **Knowledge, Skills, and Abilities**

- Thorough knowledge of the operation, procedures, and legal processes of law enforcement operations
- Thorough knowledge of criminal investigative practices and procedures
- Thorough knowledge of the standard practices, materials, techniques, and equipment associated with assigned units or programs
- Considerable knowledge of the principles and practices of law enforcement program planning and budgeting
- Considerable knowledge of federal and state laws pertaining to release of law enforcement and investigation records
- Considerable knowledge of the principles of supervision, organization, and administration
- Considerable knowledge of the current literature, trends, and developments in the field of law enforcement, including any specialty area(s) of assignment.
- Skill in the use of firearms and other law enforcement equipment
- Ability to use common office equipment including word processing, spreadsheet and file maintenance programs
- Ability to plan, assign, and supervise the activities of subordinates in multiple programs and to instruct them in proper work methods and procedures
- Ability to interpret and apply laws to specific cases and to exercise sound judgment in routine and emergency situations
- Ability to express ideas effectively orally and in writing
- Ability to exercise tact, courtesy, and firmness in frequent contact with the public
- Ability to provide leadership and work in a consulting capacity with a variety of public officials at various levels of authority and influence
- Ability to establish and maintain effective working relationships as necessitated by work assignments

### **Physical Requirements**

Work in this classification is primarily administrative and management, but the physical and mental requirements are the same as that of a Police Officer. Physical requirements is defined as medium work, exerting up to 50 pounds of force occasionally, and/or up to 20

pounds of force frequently, and/or up to 10 pounds of force constantly to move objects. Vocal communication is required to express or exchange ideas or other information between individuals or groups. Hearing is required to perceive information at normal spoken word levels. Visual acuity is required for depth perception, color perception, preparing and analyzing written or computer data, inspection involving small defects and/or small parts, use of measuring devices, operation of machines and motor vehicles, determining accuracy and thoroughness of work, and observing surroundings. Employee must be able to demonstrate continued physical fitness to withstand the rigors of a law enforcement officer and potential physical confrontation with assailants and/or foot chases for apprehensions. Employee may be required to use deadly force to subdue an assailant or to protect themselves or others.

### **Working Conditions**

Employee is exposed to both inside and outside working conditions in all types of weather from extremes of cold and heat to rain/snow/ice as well as varying terrain from streets, dense foliage, dark buildings, and water. Employee may be exposed to noise which would cause the worker to shout in order to be heard above the ambient noise level. Workplace conditions include operating vehicles for extended periods of time, working varied hours and shifts, and confronting violent persons many of whom have criminal records with little to no respect for law enforcement or who may be a threat to themselves or others. Work requires application of safety precautions and wearing of protective clothing, gloves, and body armor designed to minimize exposure to blood-borne pathogens, communicable diseases, and bodily harm

### **Education**

Graduation from high school or GED equivalency including advanced courses and seminars in police work; preferably completion of an Associate's degree in criminal justice, criminology, or related field.

### **Experience**

Considerable experience (5 - 8 years) of a progressively responsible position in law enforcement with at least 2 - 3 years in a supervisory capacity at the level of a Police Captain, or higher; or any equivalent combination of training and experience that provides the required knowledge, skills, and abilities

### **Special Requirements**

- Valid driver's license
- Certified at the Intermediate or Advanced Level Law Enforcement Certificate awarded by the North Carolina Criminal Justice Education & Training Standards Commission as well as the law enforcement instructor certification preferred
- Employee must be able to demonstrate continued physical fitness to withstand the rigors of law enforcement officer and potential physical confrontation with assailants and/or foot chases for apprehensions
- Must meet and maintain all minimum state and local training and education requirements for the position.

**FLSA Status:** Exempt-Executive

### **Disclaimer**

This classification specification has been designed to indicate the general nature and level of work performed by employees within this classification. It is not designed to contain or be interpreted as a comprehensive inventory of all duties, responsibilities, and qualifications required of employees to perform the job. The City of Hendersonville reserves the right to assign or otherwise modify the duties assigned to this classification.

April 2018



## CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

**Submitted By:** John Connet

**Department:** Admin

**Date Submitted:** 7/27/2020

**Presenter:** Council Member Simpson

**Title of Item:** Request by Council Member Simpson to Consider Paid Family and Medical Leave

**Nature of Item:** Discussion/Staff Direction

**Council Meeting Date:** 8/26/2020

### Summary of Information/Request:

**Item # 4**

As we move into the new fiscal year and, now that we have completed the most current budget session, I have a proposal that I would like the Council to consider regarding paid family leave. I plan to bring this up at our upcoming August 6th meeting, but wanted to share this information with you beforehand, so that you had a better idea of what I'm proposing.

Please note, the only decision that would need to be made at this meeting is if we would like staff to look further into this and to present us with accurate numbers/plans on what it would like. My goal would be that we implement this as soon as possible, but understand that we may not be able to until our next budget cycle.

What is paid family and medical leave?

Leave to bond and care for an infant, newly placed foster or adoptive child, to care for a family member with a serious health condition, or for an employee who is experiencing a serious health condition.

There are many benefits to the City & our employees for instituting an expanded paid family and medical leave policy. The PL+US website (also referenced previously) has some great resources for us to utilize when putting a policy together. If you have any questions prior to our meeting, please let me know and I will try my best to answer them. I am in no way an expert on this subject (yet), but I do know it is the right next step for our City and I will try my best to answer your questions.

**Budget Impact:** \$ TBD Is this expenditure approved in the current fiscal year budget? ☐ N/A If no, describe how it will be funded.

### Suggested Motion:

None

**Attachments:**

None





# EXPANDING

## Paid Family & Medical Leave

For City of Hendersonville Employees





# WHAT IS PAID FAMILY & MEDICAL LEAVE?

Paid Family Leave allows employees to continue to earn their pay while they take time away from work to:

- Address a serious health condition (including pregnancy);
- Care for a family member with a serious health condition; or
- Care for a newborn, newly-adopted child or newly-placed foster child.

- PaidLeave.us Resource Toolkit

*For More Information, visit [PaidLeave.us/PaidLeave\\_FAQ](https://PaidLeave.us/PaidLeave_FAQ).*

**EXPANDING**  
Paid Family & Medical Leave  
For City of Hendersonville Employees



# QUICK FACTS

**1 IN 4  
WOMEN**

Go Back to  
Work Less than  
2 Weeks After  
Giving Birth

**OVER  
40 MILLION  
PEOPLE**

Provide Unpaid  
Care-giving  
Every Year

Increasing Paid  
Family Leave  
is Shown to  
**REDUCE  
INFANT  
MORTALITY**

**EXPANDING**  
Paid Family & Medical Leave  
For City of Hendersonville Employees



# QUICK FACTS

Inclusive Paid  
Family Leave  
Can Help  
**CLOSE THE  
GENDER  
WAGE GAP**

Paid  
Family Leave  
**REDUCES  
COSTLY  
TURNOVER**

Paid  
Family Leave  
**IMPROVES  
PRODUCTIVITY**  
in the  
Workforce

**EXPANDING**  
Paid Family & Medical Leave  
For City of Hendersonville Employees



# HOW IS THIS DIFFERENT THAN THE FAMILY MEDICAL LEAVE ACT (FMLA)?

The federal Family Medical Leave Act (FMLA) “entitles eligible employees of covered employers to take **unpaid**, job-protected leave for specified family and medical reasons with continuation of group health insurance coverage under the same terms and conditions as if the employee had not taken leave.”

- [PaidLeave.us/PaidLeave\\_FAQ](https://paidleave.us/PaidLeave_FAQ)

*To understand what eligible employees are entitled to and to understand eligibility, visit the U.S. Department of Labor page.*

**E X P A N D I N G**  
Paid Family & Medical Leave  
For City of Hendersonville Employees



# HOW IS PAID FAMILY & MEDICAL LEAVE DIFFERENT FROM SICK DAYS?

Sick days are for when employees need a **short absence** from work due to illness, whereas paid family leave is for when employees need a longer absence from work due to the birth of a child, their own serious health issue, or to care for an ill family member or loved one.

- [PaidLeave.us/PaidLeave\\_FAQ](https://PaidLeave.us/PaidLeave_FAQ)

**E X P A N D I N G**  
Paid Family & Medical Leave  
For City of Hendersonville Employees



# WHAT MAKES A SUCCESSFUL POLICY?

1

## EQUAL

Applies to All Employees and All Parents (Birth, Adoptive, Foster)

2

## ENOUGH

12 Weeks of Parental and 6 Weeks of Family & Medical Leave

3

## EASY TO USE

Employees Access Leave Easily and Feel Able to Fully Use It

- [PaidLeave.us/PaidLeave\\_FAQ](https://PaidLeave.us/PaidLeave_FAQ)

**EXPANDING**  
Paid Family & Medical Leave  
For City of Hendersonville Employees



# ADVANTAGES OF A FORMAL POLICY

## Consistency and Fairness

- Avoid Subjective Calls on Employee's Personal Situations

## Budget & Prepare for Absences

- Project & Cover Costs Through a Standard Offering
- Less Stigma – More Advance Notice – Better Planning

## Easy to Use

- Employees Understand & Access Leave Easily and Feel Able to Fully Use It

– [PaidLeave.us/PaidLeave\\_FAQ](https://PaidLeave.us/PaidLeave_FAQ)

**EXPANDING**  
Paid Family & Medical Leave  
For City of Hendersonville Employees



# UNDERSTANDING THE COSTS

## Direct Costs

- Continued Pay
- Continued Benefits and Other Employee-Related Costs
- Temporary Staff & Overtime

## Indirect Costs

- Supervisor Time
- Reduced Productivity of Coworkers & Temps
- Program Administration

- PaidLeave.us

**EXPANDING**  
Paid Family & Medical Leave  
For City of Hendersonville Employees





# UNDERSTANDING THE SAVINGS

## Direct Savings

- Reduced Wages if You:
  - Have Group Short-Term Disability
  - Operate in a State with a Leave Program
  - Offer Less Than 100% of Wages to Employees on Leave

## Indirect Savings

- Reduced Hiring Costs by Retaining Employees
- Increased Productivity of Employees Who Take Leave

- PaidLeave.us

**EXPANDING**  
Paid Family & Medical Leave  
For City of Hendersonville Employees



# OUR CURRENT POLICY

## FMLA

- The City provides up to 12 weeks of unpaid, job-protected leave.
- To qualify for FMLA coverage, the employee must have worked for the City of Hendersonville for 12 months or 52 weeks.
- Employees must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable.
- The City may require medical certification to assess FMLA eligibility, as well as updates at reasonable intervals for continued certification.

- City of Hendersonville Employee Handbook

**EXPANDING**  
Paid Family & Medical Leave  
For City of Hendersonville Employees



# OUR CURRENT POLICY CONTINUED

## Maternity & Paternity Leave

- Maternity and Paternity Leave is also called “Spouse’s Combined Leave.”
- If both spouses work for the City and each wishes to take leave for the birth of a child, adoption or placement of a child in foster care, or to care for a parent (not parent-in-law) with a serious health condition, the spouses together may only take a total of 12 weeks leave during the 12-month period under FMLA.

- City of Hendersonville Employee Handbook

**E X P A N D I N G**  
Paid Family & Medical Leave  
For City of Hendersonville Employees



# OUR CURRENT POLICY CONTINUED

## Short Term Disability (STD)

- Employees must work 30 hours or more per week and be actively working at the time to be eligible for STD.
  - Employees receive 60% of their Basic Weekly Salary for a maximum period of 26 weeks.
  - Benefits begin on the 8th day of a disability due to an accident or illness.
- Municipal Insurance Trust of North Carolina Short Term Disability Rider

**E X P A N D I N G**  
Paid Family & Medical Leave  
For City of Hendersonville Employees



# COMPARING OTHER ENTITIES

ORGANIZATION	BENEFIT OFFERED
NCLM	Nothing extra than what is required, . i.e FMLA and the required four hours of parental leave
STATE OF NC	8 weeks paid parental leave for those who give birth, 4 weeks for others, used within 12 months of the qualifying event
NC ASSOCIATION OF COUNTY COMMISSIONERS	2 weeks paid parental leave, followed by 2 weeks 50% pay, six weeks of 60% short term disability pay, and the ability to supplement partial pay days with vacation time
WAKE COUNTY	8 weeks paid within 12 months of the qualifying event, FMLA eligibility not required
RALEIGH	8 weeks paid parental leave (coincides with 8/12 weeks of FMLA), must be used consecutively
WINSTON-SALEM	6 weeks paid parental leave, used consecutively and run concurrently with FMLA
CARY	6 weeks paid parental leave, with additional short term disability leave available

**EXPANDING**  
Paid Family & Medical Leave  
For City of Hendersonville Employees



# COMPARING OTHER ENTITIES

ORGANIZATION	BENEFIT OFFERED
DURHAM	12 weeks paid simultaneous with FMLA
ASHEVILLE	Nothing extra than what is required, . .i.e FMLA and the required four hours of parental leave
BREVARD	Nothing extra than what is required, .i.e FMLA and the required four hours of parental leave
FLETCHER	Nothing extra than what is required, .i.e FMLA and the required four hours of parental leave
LAUREL PARK	Nothing extra than what is required, .i.e FMLA and the required four hours of parental leave.
WAYNESVILLE	Nothing extra than what is required, .i.e FMLA and the required four hours of parental leave.*

\*This is what is listed on the NCLM survey.

**EXPANDING**  
Paid Family & Medical Leave  
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# NEXT STEPS...

1

DO WE WANT TO PURSUE EXPANDING  
OUR PAID FAMILY & MEDICAL LEAVE POLICY?

2

WHAT CONCERNS DO WE WANT TO LOOK  
INTO WHEN RESEARCHING THE POLICY?

3

DO WE HAVE ANY ADDITIONAL QUESTIONS  
THAT WE WANT TO LOOK INTO?

EXPANDING  
Paid Family & Medical Leave  
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7/29/2020

# ***THE HENDERSONVILLE HERALD***

*A newsletter for the Hendersonville City Council*

## Celebrating and Understanding Diversity Discussions

I am aware of many conversations within our community regarding how to celebrate and understand diversity in our community. Many of these conversations involve you as City Council members.

- The Mayor, Council Member Miller, Chief Blake and I have held two meetings with African American leaders to discuss racial tension and opportunities to celebrate diversity. The leaders in this group include Eric Gash, Anthony McMinn and Melinda Lowrance.
- The Mayor and I held a Zoom meeting with Crystal Cauley and Josh Williams to discuss replacing the Green Meadows sign on 7<sup>th</sup> Avenue and other ways to recognize the contributions of African Americans in Henderson County.
- Indian Jackson and Crystal Cauley have reached out to you about the painting of a Black Lives Matter mural on 7<sup>th</sup> Avenue or Main Street.
- Council Members Miller and Simpson have had direct conversations with Indian Jackson and Crystal Cauley about their request. The Mayor has responded to them via email.
- Council Member Smith and Melinda Lowrance have organized a neighborhood gathering to strength community relations.

I am sure there have been many other discussions.

## Celebrating and Understanding Diversity Ideas

These conversations have led to many ideas on how to celebrate and understand diversity in our community

- Painting a Black Lives Matter mural on Main Street or 7<sup>th</sup> Avenue
- Establishing an African American Cultural Center
- Erecting a larger sign for Martin Luther King Jr. Boulevard
- Enlarging or moving Martin Luther King Jr. Park
- Replacing the wooden Green Meadows Community sign with more permanent brick monument signs.
- Placing Black Lives Matter Banners on railroad crossing on 7<sup>th</sup> Avenue
- Hosting African American history events during February
- Creating an African American history exhibit for the Heritage Museum
- Creating an African American history exhibit for City Hall
- Creating a historical marker explaining the history of Brooklyn community
- Displaying history of the Brooklyn community in new the Police Headquarters
- Erecting a monument to honor slaves within our community

I am sure there are other ideas.



7/29/2020

# ***THE HENDERSONVILLE HERALD***

*A newsletter for the Hendersonville City Council*

## Celebrating and Understanding Diversity – Where do we go from here?

Here are just a few of my questions for the City Council:

- What role should the City play in the implementation of these ideas? (We still must adhere to the restrictions of spending taxpayer money on items that are considered a public purpose.)
- Will they be privately funded?
- Who speaks for the Hendersonville African American community?
- Which items should we work on first and how much staff time do you want devoted to these initiatives?
- Do you want staff to start putting some of these items in the Capital Improvement Program?
- How are these initiatives vetted by the community or City Council?
- Should other ethnic groups be included?

## Celebrating and Understanding Diversity – My suggestions

Here are my suggestions:

- City Council establish a diverse ad hoc committee to discuss how to celebrate and understand diversity in our community. This group will make recommendations to City Council on projects or events.
- Direct staff to develop a list of low-hanging fruit that can be implemented in accordance with the North Carolina General Statutes.
- Develop a vision or value statement that recognizes the City's commitment to improve the lives of all citizens.
- Discuss how the City Council wants to move forward at your August 26<sup>th</sup> Workshop.

## Celebrating and Understanding Diversity – Successes

Here is a short list of historic actions taken by the City that I believe shows commitment to improving the lives of all citizens:

- Council Conversations in all areas of the City
- New playground and bathrooms at Sullivan Park
- 7th Avenue improvements
- Partnership with Housing Assistance Corporation (i.e. Oklawaha Village and Gravel Street)
- Creation of Homeless Coalition
- Ashe Street Neighborhood Improvements
- Donation of land to Henderson County Boys and Girls Club
- Special Appropriation Funding (i.e. Apple Country Transit, IAM and various non-profits)